Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 16, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Consent Agenda**
   A. **Approval of Minutes from Past School Board Meetings**
      1) Regular School Board Meeting - May 16, 2026 3
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 6
      2) Finance
         a. Financial Report 7
         b. Fundraisers 8
         c. Bids, RFPs and Quotes
            (1) BID #1351 — Bakery Services for 2026/27 School Year 10
            (2) QUOTE #4410 — Storm Sewer Cleaning & Inspection 14
            (3) QUOTE #4411 & QUOTE #4412 — Piedmont & Lester Park Playground Improvements 20
            (4) QUOTE #4413 - Lakewood Sports Court Improvements 34
         d. Contracts, Change Orders, Leases
            (1) CONTRACT — Duluth Public Schools & Cloquet Public Schools (Summer Alternative Learning Support 2026) 48
            (2) CHANGE ORDER - Lakewood Elementary Propane Tank 52
            (3) LEASE — Northwood Children's Services & Duluth Public Schools (Chester Creek Academy) 71
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
         a. 2026-2027 Student Handbook 89
      4) Other
         a. Diploma Requests 90
            (1) 2026 Denfeld High School 144
            (2) 2026 Area Learning Center, Academic Excellence Online, Duluth Adult Education, Bridge Program, Transition 12 Program 146
            (3) 2026 Duluth East High School 148
         b. Field Trip Requests - None
         c. Data Sharing Agreements - None
   C. **Approval of Policy Readings**
      1) First Readings

a. 533 Wellness 150
b. 721 Procurement Policy (replacing 3041 & 3041R) 163
c. 903 Visitors to School District Buildings and Sites (replacing 1080 & 6025) 207

2) Second Readings - None

3) Policies for Review
a. 307 Conflicts of Interest and Fiduciary Duty 213
b. 510 School Activites 231
c. 515 Protection and Privacy of Pupil Records 234
d. 524 Internet Acceptable Use and Safety Policy 321
e. 722 Public Data and Data Subject Requests 343

4) Policies for Deletion
a. 1080 Visits to Schools 360
b. 3041 Grants and Gifts - Developing and Managing Proposal 361
c. 3189 Software Copyright and Management 362
d. 3190 Copyright Policy Statement 363
e. 6025 Volunteers in School 364

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 - June 9, 2026 365
2) Policy Committee - June 11, 2026 562
3) Human Resources/Business Services Committee - June 8, 2026 686

Regular School Board Meeting
Tuesday, May 19, 2026 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:	Absent
Amber Sadowski:	Present
Stephanie Williams:	Present

Present: 6, Absent: 1.

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

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to Approve the Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.
Sarah Mikesell: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

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

6. Report of the Superintendent

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

6.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report. Topics included:
Student Representative Reports
Budget Reduction Update
Legislative Update
Area Learning Center 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 (*May 5, 2026)*

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

7.B. Human Resources/Business Services Committee *(May 11, 2026)*
Member Sadowski presented the Human Resources/Business Services Committee Report.

7.C. Policy Committee *(May 12, 2026)*
Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates
Member Sadowski gave a report on attending the American Indian Parent Advisory Committee (AIPAC) Meeting.
Member Loeffler-Kemp gave a report on attending the Head Start Parent Policy Council.
Member Lofald gave a report on attending the Quality Steering Committee and Inter-Governmental Meetings.

9. Consent Agenda
Motion to Approve the Consent Agenda. This motion, made by Stephanie Williams and seconded by Henry Banks, Passed.
Sarah Mikesell: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

10. Resolutions from Committee Reports

10.A. B-5-26-4165 - Acceptance of Donations to Duluth Public Schools
Move to Approve Resolution B-5-26-4165 Acceptance of Donations to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.
Sarah Mikesell: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

10.B. B-5-26-4166 - Acceptance of Grant Awards to Duluth Public Schools
Move to Approve Resolution B-5-26-4166 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.
Sarah Mikesell: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

11. Special Resolutions and Action Items

11.A. Approval of BID #1346 — Stowe Elementary Parking Lot Improvements
Move to Approve BID #1346 - Stowe Elementary Parking Lot Improvements. This motion, made by Kelly Durick Eder and seconded by Jill Lofald, Passed.
Sarah Mikesell: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

12. Questions / Other

13. Adjournment

Move to Adjourn at 8:20 p.m. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.
Sarah Mikesell: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

HUMAN RESOURCES ACTION ITEMS FOR: June 9th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
JOHNSON, CANDICE D	LTS GRADE 1/LESTER PARK, (BA+30) III, 8, 1.0, TRUITT K.	05/07/2026

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
ANDERSON, SCOTT L	HEALTH EDUCATION - ORDEAN-EAST MS	06/05/2026
EVANS, SHAUNTEZMON DE'ANDRE	ASST PRINCIPAL - LINCOLN PARK MS	06/19/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
SAVRE, JAMIE B	REVISED RETIREMENT DATE-GUIDANCE COUNSELOR SECONDARY - EAST	11/03/2026

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
JANSICK, JAYME C	HOURLY DISHWASHER/MYERS-WILKINS, UP TO 12 HRS/38WKS, $14.00/HR	05/13/2026
PEARSON, SEAN D	CUSTODIAN/EAST, 40/52WKS, $18.05/HR, SCHERER G.	05/11/2026
RAINS, MICHAEL W	CUSTODIAN/EAST, 40/52WKS, $18.05/HR, KING J.	05/05/2026
WALTERS, LAURI L	ATTENDANCE IMPROVEMENT CLASSROOM TUTOR PARA/DENFELD, UP TO 20 HRS/38WKS, $20.19/HR	05/04/2026

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
HOFFMAN, JANE D	HRLY CAFETERIA/PLAYGROUND MONITOR - LOWELL ES	05/22/2026
MILLER, CARRIE A	CAFETERIA MANAGER - ROCKRIDGE ACADEMY	06/04/2026
PARRENT, ALAN R	PRE K PROG PARA - PIEDMONT ES	06/05/2026
RAINS, MICHAEL W	SCHOOL CUSTODIAN 1 - EAST HS	05/08/2026
RYME, ROBIN A	DIGITAL INNOVATION SPECIALIST - DW	06/05/2026
SHEVCHUK, ROBERT L, SR	SCHOOL CUSTODIAN 1 FLOAT -DW	05/11/2026
THOMSON, CHRISTOPHER J	SCHOOL CUSTODIAN 1 - MYERS-WILKINS ES	05/15/2026

NON-CERT PRESUMED RESIGNED	POSITION	EFFECTIVE DATES
DANDREA, LINDSEY M	HRLY CHILD NUTRITION HELPER-MYERS WILKINS ES	05/07/2026

NON-CERTIFIED RETIREMENT		
KOLBERG, STEPHEN M	ENGINEER II - CONGDON PARK ES	08/07/2026
MCTAVISH-MISGEN, CINDY L	CAFETERIA HELPER 1 - LOWELL ES	06/05/2026

Duluth Public Schools

REVISED BUDGET

HR/BS Services Committee Monthly Fund Balance Report

June 8, 2026 Committee Meeting

BUDGET SUMMARY

05/05/26

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	Percent spent
	FUND	Jul-25	JULY 25-26	July -June	July -June	July -June	
General	1	$ 134,020,612.52	$ 137,560,907.11	$ 98,434,806.35	$ 12,852.69	$ 39,113,248.07	72%
REVISED REVENUE - SPECIAL EDUCATION			**$ 5,256,647.00**				
REVISED REVENUE - + 32 ADM adjustment			**$ 239,392.00**	**TOTAL REVISED REV = $5,496,039.00**			
Food Service	2	$ 6,120,000.00	$ 6,120,000.00	$ 4,809,502.89	$ -	$ 1,310,497.11	79%
Transportation	3	$ 3,866,200.00	$ 3,866,200.00	$ 3,738,315.34	$ -	$ 127,884.66	97%
Community Ed	4	$ 8,187,495.00	$ 8,187,697.50	$ 6,178,710.19	$ -	$ 2,008,987.31	75%
Operating Capital	5	$ 4,680,435.48	$ 1,974,644.89	$ 1,222,215.51	$ -	$ 752,429.38	62%
Building Construction	6	$ -	$ -	$ (125,000.00)	$ -	$ 125,000.00	
Debt Service Fund	7	$ 27,857,301.00	$ 27,857,301.00	$ 2,212,780.97	$ -	$ 25,644,520.03	8%
Trust Fund	8	$ 320,000.00	$ 320,000.00	$ -	$ -	$ 320,000.00	0%
Dental Insurance Fund	20	$ 959,836.00	$ 959,836.00	$ 1,113,806.43	$ -	$ (153,970.43)	116%
Student Acitivity	79	$ 106,940.00	$ 110,490.00	$ 456,740.01	$ -	$ (346,250.01)	413%
REVENUE	**TOTALS:**	**$ 186,118,820.00**	**$ 192,453,115.50**	**$ 118,041,877.69**	**$ 12,852.69**	**$ 68,902,346.12**	61%

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	$ 128,563,977.06	$ 129,507,315.31	$ 121,355,172.76	$ 1,935,806.91	$ 6,216,335.64	95%
Food Service	2	$ 6,095,464.00	$ 6,095,464.00	$ 5,066,533.97	$ 835,428.48	$ 193,501.55	97%
Transportation	3	$ 7,864,200.00	$ 7,864,200.00	$ 9,714,906.48	$ 273,520.43	$ (2,124,226.91)	127%
Community Ed	4	$ 7,725,252.00	$ 7,725,252.00	$ 6,818,440.54	$ 33,889.00	$ 872,922.46	89%
Operating Captial	5	$ 5,648,724.89	$ 5,648,724.89	$ 6,747,714.80	$ 1,992,670.05	$ (3,091,659.96)	155%
Building Construction	6	$ -	$ -	$ 14,270,201.90	$ 14,755,852.37	$ (29,026,054.27)	
Debt Service Fund	7	$ 27,394,520.00	$ 27,394,520.00	$ 27,398,834.69	$ -	$ (4,314.69)	100%
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	$ 1,278,534.60	$ -	$ (252,986.60)	125%
Student Acitivity	79	$ 86,750.00	$ 756,295.34	$ 348,400.53	$ 46,293.81	$ 361,601.00	52%
EXPENSE	**TOTALS**	**$ 184,675,277.95**	**$ 186,288,161.54**	**$ 192,998,740.27**	**$ 19,873,461.05**	**$ (26,584,039.78)**	114%

** special ed orginial budget R & E	$26,085,315.00
adjusted w/ cross subsidy R	$31,341,962.00
adjusted w/cross subsidy E	$36,480,478.00

Extra Curricular	Fund 01 Prog 298
Revenue	$ 547,564.04
Expense	$ 716,360.40

Fundraisers Reported
May 2026

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
Districtwide	Duluth Public Schools	$100.00	Chipotle Fundraiser
Districtwide	Duluth Public Schools	$200.00	Noodles and Company Fundraiser

ISD 709
DULUTH PUBLIC SCHOOLS
JUN 16 2026
APPROVED BY
THE SCHOOL BOARD

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **BID #1351 BAKERY/BREAD**

Date: May 18, 2026

The BID is to provided bakery products to several of our sites district wide.

One (1) of 3 vendors responded with the following results:

VENDOR	**TOTAL**
Pan-O-Gold	**$ 25,431.25**
Bimbo Bakeries	DID NOT SUBMIT A BID
Great Harvest Bread Company	DID NOT SUBMIT A BID

Sheila Oak and Stacy Bergstedt reviewed the BID.

Sheila Oak, Supervisor of Child Nutrition Programs, recommends accepting and awarding the BID meeting specifications as submitted by Pan-O-Gold for the amount of **$25,431.25.**

Program: Child Nutrition

Fund Custodian: Sheila Oak, Supervisor of Child Nutrition Programs

MEMO CHILD NUTRITION DEPARTMENT

To: Cathy Holman, District Purchasing Coordinator

From: Sheila Oak, TDR., Supervisor, Child Nutrition

Date: May 18th, 2026

Re: Bread Bid #1351

Bread Bid #1351 was sent to Bimbo Bakeries USA, Great Harvest Bread Company, and Pan-O-Gold Baking Company.

One vendor submitted Bread Bid #1351: Pan-O-Gold Baking Company.

Bimbo Bakeries USA and Great Harvest Bread Company did not submit a bid.

The recommendation is the July 1, 2026- June 30, 2027 Bread Bid #1351, go to Pan-O-Gold of St. Cloud Minnesota. Their bid came in at $25,431.25.

If you have any questions, please do not hesitate to call.

Thank you.

ISD 709
DULUTH PUBLIC SCHOOLS
JUN 16 2026
APPROVED BY
THE SCHOOL BOARD

INDEPENDENT SCHOOL DISTRICT NO. 709
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709 Portia Johnson Drive
Duluth, Minnesota 55811
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Thank you.

Tabulation
#4410
Storm Sewer Cleaning and Inspection 2026
Duluth Public Schools

Denfeld High School, East High School, Lester Park Elementary, Congdon Park Elementary, Piedmont Elementary, Myers-Wilkins Elementary

Company	Total Price
MJ Companies LLC	24,960.00
Nelson Sanitation & Rental Inc.	33,425.00
Northland Constructors of Duluth	42,650.00

ESTIMATE

MJ Companies LLC
4702 1st Ave S
Duluth, MN 55803-1353

mjcompaniesmn@gmail.com
+1 (218) 499-1443

COMPANIES, LLC

Bill to
Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

Ship to
Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

Estimate details
Estimate no.: 2060
Estimate date: 03/30/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Vac Truck**	Storm Sewer Cleaning & Inspection Lester Park Elementary Denfeld Highschool Congdon Park Elementary Piedmont Elementary Myers - Wilkins Elementary MJ Companies LLC To Provide: Vac Truck and all jetting equipment required for inspection process, any and all Safety Equipment needed for confined space. Notification to Duluth Fire Dept while preforming any confined space operations. Document condition of manholes and pipe with pictures and video Detailed on reports of condition. Anything above and beyond the scope would be discussed with management of Duluth Public Schools to determine a solution and costs associated with them. Access to sites would ideally be either after hours of school or in the summer months when school isn't in session. Rate is Port to Port @ $390.00 per hour based on 10 hours per site. (not to exceed $19500.00)			$0.00

2.	**Vac Truck**	Lester Park Elementary	10	$390.00	$3,900.00
3.	**Vac Truck**	Denfeld High School	10	$390.00	$3,900.00
4.	**Vac Truck**	Congdon Park Elementary	10	$390.00	$3,900.00
5.	**Vac Truck**	Piedmont Elementary	10	$390.00	$3,900.00
6.	**Vac Truck**	Myers - Wilkins Elementary	10	$390.00	$3,900.00
7.	**Vac Truck**	East High School	14	$390.00	$5,460.00
			Total		**$24,960.00**

Accepted date **Accepted by**

ISD 709
DULUTH PUBLIC SCHOOLS
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Storm Sewer Cleaning and Inspection 2026
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ESTIMATE

MJ Companies LLC
4702 1st Ave S
Duluth, MN 55803-1353

mjcompaniesmn@gmail.com
+1 (218) 499-1443

COMPANIES, LLC

Bill to
Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

Ship to
Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

Estimate details
Estimate no.: 2060
Estimate date: 03/30/2026

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		Total			**$24,960.00**

Accepted date **Accepted by**

PROJECT	COMPANY	Cost $$		
4412				
Piedmont Playground	Diversified		$60,824.16	
	Duluth Concrete LLC		$91,675.00	Bid 7 days late
	Trinity	No Bid		
4411				
Lester Park Playground	Diversified		$35,026.67	Add BB Court add $13,064.28
	Total with add		$48,090.95	
	Duluth Concrete LLC		$37,125.00	Bid 7 days late
	Trinity	No Bid		

DULUTH/SUPERIOR
EST. 1999
CONCRETE SERVICES

3620 S County Road P • Poplar, WI 54864
(218) 428-6915 • duluthsuperiorconcrete@aol.com

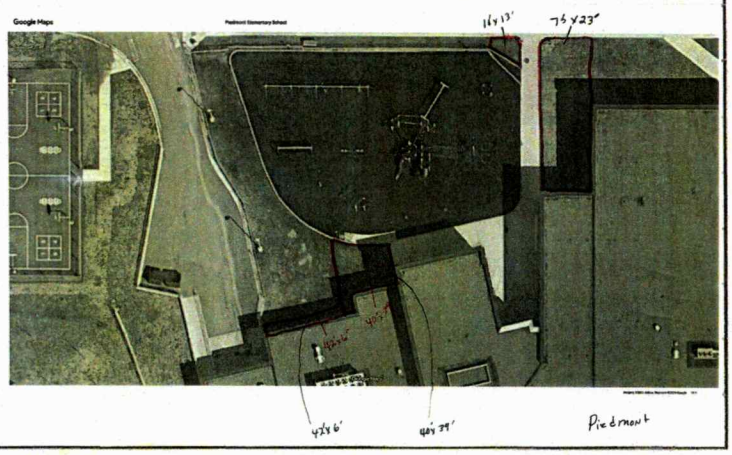
PROPOSAL #2744

Step Specialist • Brick & Stone • All Types of Concrete • Foundation Repair

Proposal Submitted To: Duluth Public Schools	
Street: 713 Portia Johnson Dr.	
City, State and Zip Code: Duluth, MN 55811	
Phone	Date: 05/18/2026
Job Name: Piedmont Park Playground	Job Location
Architect	Job Phone: Bryan Brown (320) 248-4440
	Date of Plans

We hereby submit specifications and estimates for:

- Tear out and remove sections of top soil as shown in photo
- Haul in granular material as needed and compact
- Form and pour new concrete with 2'x2' rebar grid throughout
- Install dowels into existing concrete
- Expansion joint as needed
- Saw cut control joints



We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Satisfaction Guaranteed. Price Guaranteed Not to go up. Dollars ($ 91,675.00)

Payment to be made as follows: 50% Down and 50% Complete.

Price Good Gor 30 Days

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature Mitchell L. Holmes

Note: This proposal may be withdrawn by us if not accepted within days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

DULUTH/SUPERIOR
EST. 1999
CONCRETE SERVICES

3620 S County Road P • Poplar, WI 54864
(218) 428-6915 • duluthsuperiorconcrete@aol.com

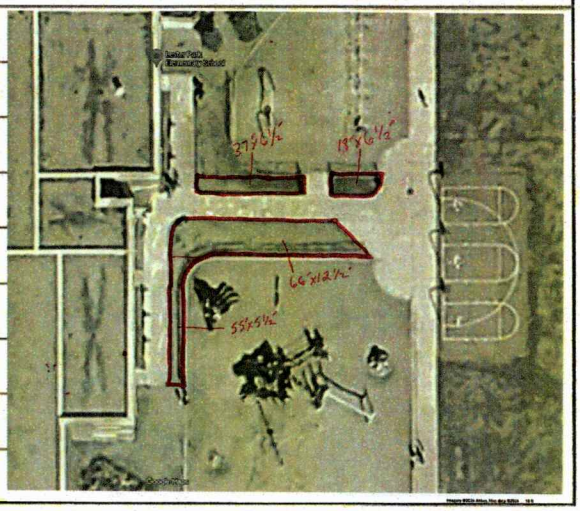
PROPOSAL #2743

Step Specialist • Brick & Stone • All Types of Concrete • Foundation Repair

Proposal Submitted To: Duluth Public Schools	
Street: 713 Portia Johnson Dr.	
City, State and Zip Code: Duluth, MN 55811	
Phone	Date: 05/18/2026
Job Name: Lester Park Playground	Job Location
Architect	Job Phone: Bryan Brown (320) 248-4440
	Date of Plans

We hereby submit specifications and estimates for:

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- Saw cut control joints



We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Satisfaction Guaranteed. Price Guaranteed Not to go up. Dollars ($ 37,125.00)

Payment to be made as follows: 50% Down and 50% Complete.

Price Good Gor 30 Days

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature Mitchell L. Holmes

Note: This proposal may be withdrawn by us if not accepted within days.

Accepture of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

May 15, 2026

Diversified Paving is pleased to present your proposal for

CHANGE ORDER: Lester Park Elementary Playground #4411

Add Basketball Court

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Submitted to
Bryan Brown
ISD #709 Duluth Schools
(320) 248-4440

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Proposal Date 5/15/2026
Project ID 26-0143

Submitted to
Bryan Brown
(320) 248-4440

Services

CHANGE ORDER: Lester Park Elementary Basketball Court

Asphalt Paving $13,064.28

Remove and dispose of existing aggregate material in project area
Furnish and install 4" class 5 aggregate
Furnish and install 3" SPWEA240B bituminous
Compaction and finish rolling of bituminous

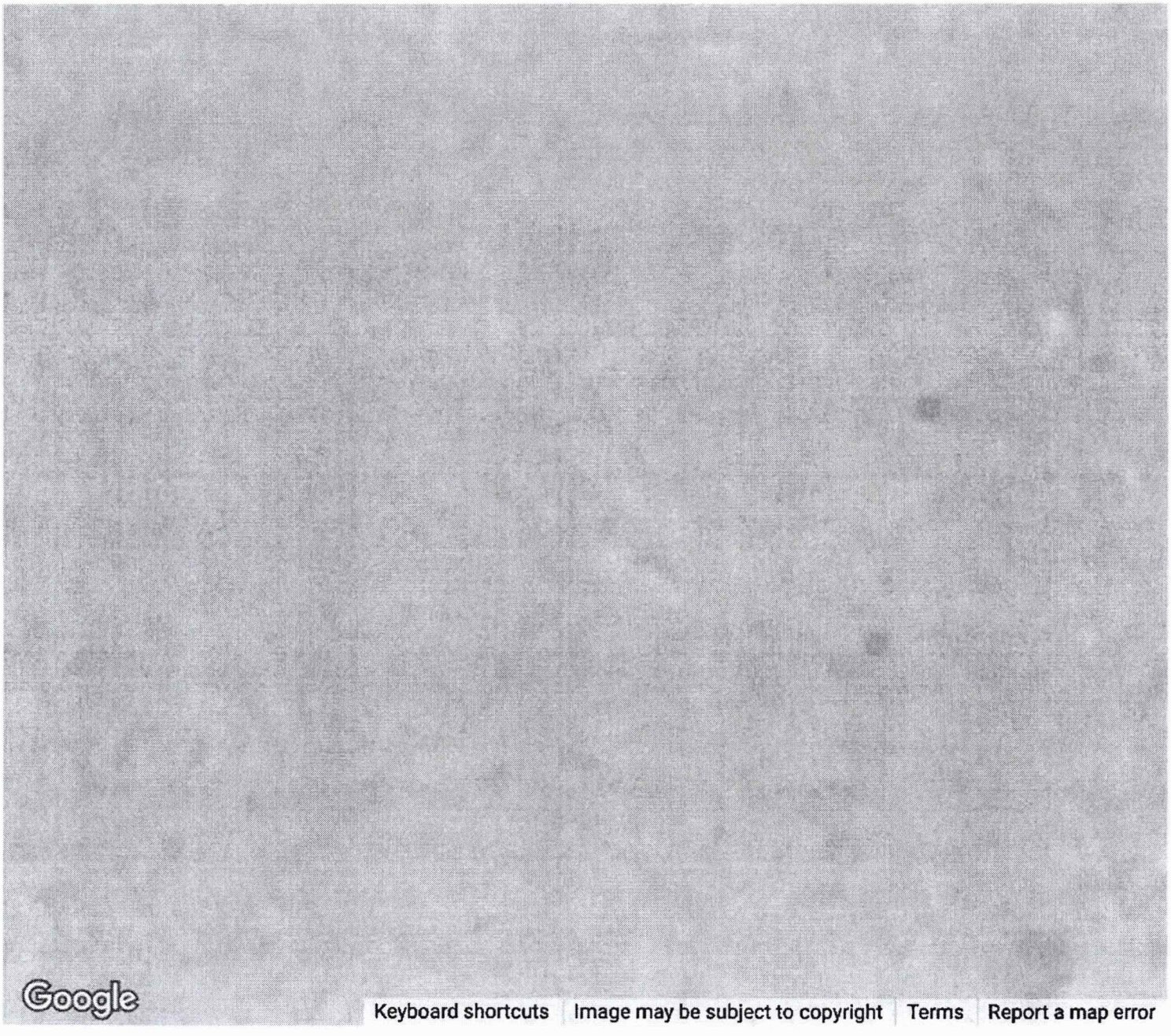
Additional Service Information

CHANGE ORDER: Lester Park Elementary Basketball Court

Asphalt Paving

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Project Map



Exclusions

Excludes :
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $4.75.
This is a quotation on the goods named and subject to the conditions noted below:
Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Bryan Brown
ISD #709 Duluth Schools

5/8/26
Date

Kyle Neu
Diversified Paving
kyle@dpipaving.com

5/18/28

PROJECT	COMPANY	Cost $$		
4412				
Piedmont Playground	Diversified		$60,824.16	
	Duluth Concrete LLC		$91,675.00	Bid 7 days late
	Trinity	No Bid		
4411				
Lester Park Playground	Diversified		$35,026.67	Add BB Court add $13,064.28
	Total with add		$48,090.95	
	Duluth Concrete LLC		$37,125.00	Bid 7 days late
	Trinity	No Bid		

ISD 709
DULUTH PUBLIC SCHOOLS
JUN 16 2026
APPROVED BY
THE SCHOOL BOARD

DULUTH/SUPERIOR
EST. 1999
CONCRETE SERVICES

3620 S County Road P • Poplar, WI 54864
(218) 428-6915 • duluthsuperiorconcrete@aol.com

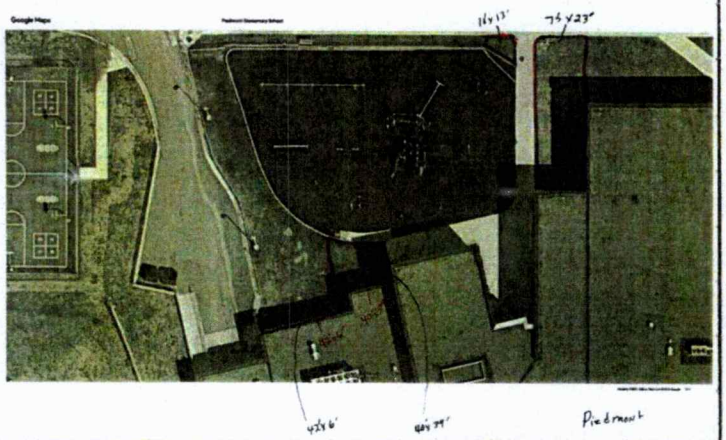
PROPOSAL #2744

Step Specialist • Brick & Stone • All Types of Concrete • Foundation Repair

Proposal Submitted To: Duluth Public Schools	
Street: 713 Portia Johnson Dr.	
City, State and Zip Code: Duluth, MN 55811	
Phone	Date: 05/18/2026
Job Name: Piedmont Park Playground	Job Location
Architect	Job Phone: Bryan Brown (320) 248-4440
	Date of Plans

We hereby submit specifications and estimates for:

- Tear out and remove sections of top soil as shown in photo
- Haul in granular material as needed and compact
- Form and pour new concrete with 2'x2' rebar grid throughout
- Install dowels into existing concrete
- Expansion joint as needed
- Saw cut control joints



We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Satisfaction Guaranteed. Price Guaranteed Not to go up. Dollars ($ 91,675.00)

Payment to be made as follows: 50% Down and 50% Complete.

Price Good Gor 30 Days

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature Mitchell L. Holmes

Note: This proposal may be withdrawn by us if not accepted within days.

Accepture of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

DULUTH/SUPERIOR
EST. 1999
CONCRETE SERVICES

3620 S County Road P • Poplar, WI 54864
(218) 428-6915 • duluthsuperiorconcrete@aol.com

PROPOSAL #2743

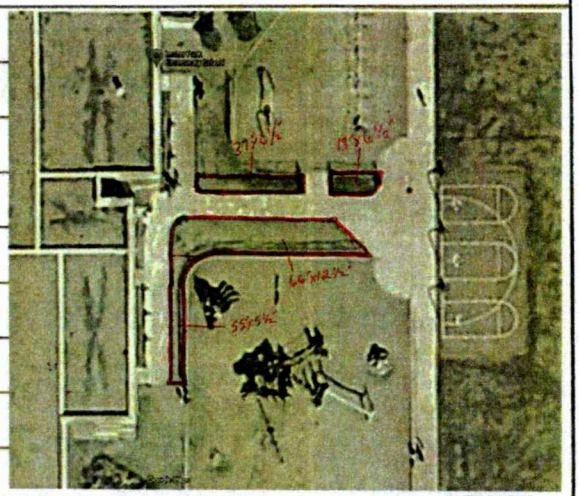
Step Specialist • Brick & Stone • All Types of Concrete • Foundation Repair

Proposal Submitted To: Duluth Public Schools	
Street: 713 Portia Johnson Dr.	
City, State and Zip Code: Duluth, MN 55811	
Phone	Date: 05/18/2026

Job Name: Lester Park Playground	Job Location	
Architect	Job Phone: Bryan Brown (320) 248-4440	Date of Plans

We hereby submit specifications and estimates for:

- Tear out and remove sections of top soil as shown in photo
- Haul in granular material as needed and compact
- Form and pour new concrete with 2'x2' rebar grid throughout
- Install dowels into existing concrete
- Expansion joint as needed
- Saw cut control joints



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Authorized Signature Mitchell L. Holmes

Note: This proposal may be withdrawn by us if not accepted within ____ days.

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You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

May 15, 2026

DIVERSIFIED Paving

Diversified Paving is pleased to present your proposal for

CHANGE ORDER: Lester Park Elementary Playground #4411

Add Basketball Court

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Submitted to
Bryan Brown
ISD #709 Duluth Schools
(320) 248-4440

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Proposal Date 5/15/2026
Project ID 26-0143

Submitted to
Bryan Brown
(320) 248-4440

Services

CHANGE ORDER: Lester Park Elementary Basketball Court

Asphalt Paving $13,064.28

Remove and dispose of existing aggregate material in project area
Furnish and install 4" class 5 aggregate
Furnish and install 3" SPWEA240B bituminous
Compaction and finish rolling of bituminous

Additional Service Information

CHANGE ORDER: Lester Park Elementary Basketball Court

Asphalt Paving

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Project Map



Exclusions

Excludes :
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $4.75.
This is a quotation on the goods named and subject to the conditions noted below:
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Bryan Brown
ISD #709 Duluth Schools

5/8/26
Date

Kyle Neu
Diversified Paving
kyle@dpipaving.com

5/18/28

Q-4413 TABULATION FOR SPORTS COURT AT LAKEWOOD	COST	RANK
SINNOTT BLACK TOP	$19,720.00	1
DIVERSIFED PAVING	$21,578.26	2

Duluth Lakewood Elementary
Kevin Smalley
kevin@sinnottblacktop.com
c) 218-391-1050

Base Bid – Surfacing and striping 85' x 70' @ 662 SY +/-

Base Bid Surfacing:
Apply (2) coats acrylic resurfacer to all court surfaces.
Apply (2) coats of textured color entire court surface. Championship Green.
Layout and stripe (1) pickleball, (1) basketball, (1) 4-Square, (1) Hop scotch with 2" playing lines. White

Base Bid Total $19,720.00

Base bid includes prevailing wage rates

Limitations:
Due to the nature of cracking their permanent repair cannot be guaranteed. Over time new cracks will appear due to the elements.

Terms:
Balance Due upon completion

Tennis West, LLC
PO Box 677
Hopkins, MN 55343

Agreed By: Joe Finley, Tennis West, LLC

Accepted By: Sinnott Blacktopping

6/1/26

June 2, 2026

Lakewood Elementary Sport Court Coating and Striping Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Submitted to
Bryan Brown
ISD #709 Duluth Schools
(320) 248-4440

Lakewood Elementary Sport Court Coating and Striping Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Proposal Date 6/2/2026
Project ID 26-0204

Submitted to
Bryan Brown
(320) 248-4440

Services

Lakewood Elementary Sport Court Coating and Striping Estimate

Lakewood Elementary Sport Court Coating and Striping	$21,578.26

Includes the following:
Lakewood Elementary - 85' x 70' @ 662 SY+/-
Mob
Pressure wash, patch
(2) coats AR
(2) coats textured color
Stirpe (1) PB, (1) BB, (1) 4 Square, (1) hop scotch

-Hop-Scoth
-4 Square
-Pickleball
-Basketball

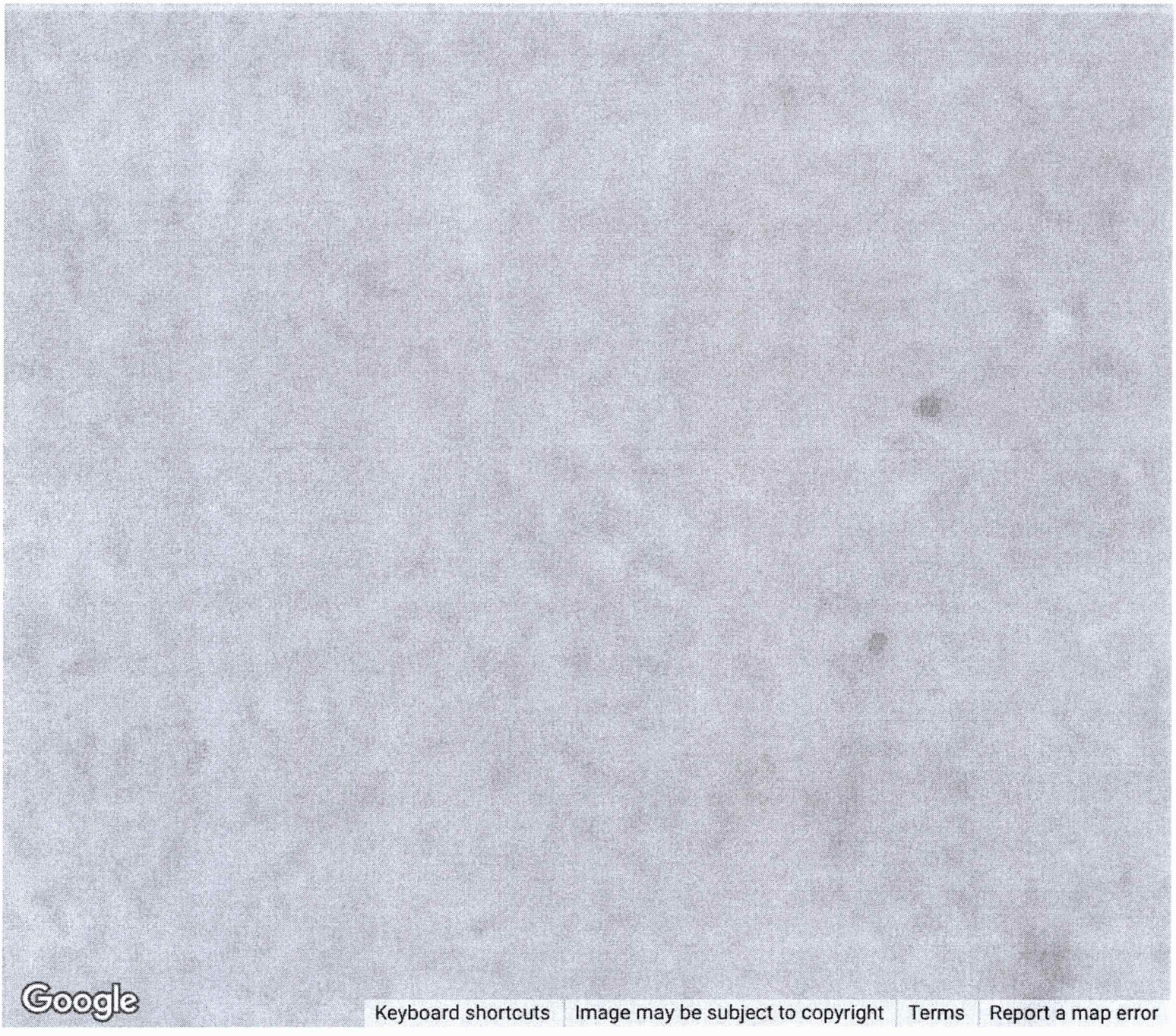
Total: $21,578.26

Additional Service Information

Lakewood Elementary Sport Court Coating and Striping Estimate

Lakewood Elementary Sport Court Coating and Striping

Project Map



Exclusions

Excludes :
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections

Lakewood Elementary Sport Court Coating and Striping Proposal

Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $4.75.

This is a quotation on the goods named and subject to the conditions noted below:

Diversified Paving provides a one-year warranty on workmanship unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 2% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

Payment schedule is specified and expected. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Bryan Brown ISD #709 Duluth Schools	Date	Kyle Neu Diversified Paving kyle@dpipaving.com

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 006329 **Fiscal Year:** 2026-2027 **Ship prepaid unless otherwise indicated.**

VENDOR
SINNOTT BLACKTOP LLC
327 2ND ST
PROCTOR, MN 55810

SHIP TO
LAKEWOOD ELEMENTARY SCHOOL
5207 N TISCHER RD
DULUTH, MN 55804

Attention to: Bryan Brown/KAB

Purchase Order Number	
01527009	Lakewood Sport Courts

Quantity	Unit	Description	Unit Cost	Amount
1.00000		Lakewood Sport Courts	19,720.	19,720.00
		Resurface, texture and stripe all court surfaces		
		Job Site: Lakewood Elementary School 5207 N Tischer Rd Duluth, MN 55804		
		See attached bid for full details		
		Send invoices to: ISD 709 Duluth Public Schools Attn: Accounts Payable 709 Portia Johnson Dr Duluth, MN 55811		
		or email to: ap.vendor@isd709.org		
		***DO NOT INVOICE PRIOR TO JULY 1, 2026		
		***PLEASE EMAIL PO IMMEDIATELY TO: kevin@sinnottblacktop.com		

Total: **$19,720.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 06/02/2026

Q-4413 TABULATION FOR SPORTS COURT AT LAKEWOOD	COST	RANK
SINNOTT BLACK TOP	$19,720.00	1
DIVERSIFED PAVING	$21,578.26	2



Duluth Lakewood Elementary
Kevin Smalley
kevin@sinnottblacktop.com
c) 218-391-1050

Base Bid – Surfacing and striping 85' x 70' @ 662 SY +/-

Base Bid Surfacing:
Apply (2) coats acrylic resurfacer to all court surfaces.
Apply (2) coats of textured color entire court surface. Championship Green.
Layout and stripe (1) pickleball, (1) basketball, (1) 4-Square, (1) Hop scotch with 2" playing lines. White

Base Bid Total $19,720.00

Base bid includes prevailing wage rates

Limitations:
Due to the nature of cracking their permanent repair cannot be guaranteed. Over time new cracks will appear due to the elements.

Terms:
Balance Due upon completion

Tennis West, LLC
PO Box 677
Hopkins, MN 55343

Agreed By: Joe Finley, Tennis West, LLC

Accepted By: Sinnott Blacktopping

6/1/26

June 2, 2026

Lakewood Elementary Sport Court Coating and Striping Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Submitted to
Bryan Brown
ISD #709 Duluth Schools
(320) 248-4440

Lakewood Elementary Sport Court Coating and Striping Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Proposal Date 6/2/2026
Project ID 26-0204

Submitted to
Bryan Brown
(320) 248-4440

Services

Lakewood Elementary Sport Court Coating and Striping Estimate

Lakewood Elementary Sport Court Coating and Striping	$21,578.26

Includes the following:
Lakewood Elementary - 85' x 70' @ 662 SY+/-
Mob
Pressure wash, patch
(2) coats AR
(2) coats textured color
Stirpe (1) PB, (1) BB, (1) 4 Square, (1) hop scotch

-Hop-Scoth
-4 Square
-Pickleball
-Basketball

Total: $21,578.26

Additional Service Information

Lakewood Elementary Sport Court Coating and Striping Estimate

Lakewood Elementary Sport Court Coating and Striping

Project Map



Exclusions

Excludes :
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections

Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Terms
30% Down Payment
Net 15 Days
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Bryan Brown ISD #709 Duluth Schools	Date	Kyle Neu Diversified Paving kyle@dpipaving.com

INVOICE TO: INDEPENDENT SCHOOL DISTRICT 709

709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org

TAX ID: 8014301

Vendor 006329 **Fiscal Year:** 2026-2027 **Ship prepaid unless otherwise indicated.**

VENDOR
SINNOTT BLACKTOP LLC
327 2ND ST
PROCTOR, MN 55810

SHIP TO
LAKEWOOD ELEMENTARY SCHOOL
5207 N TISCHER RD
DULUTH, MN 55804

Attention to: Bryan Brown/KAB

Purchase Order Number	
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		or email to: ap.vendor@isd709.org		
		***DO NOT INVOICE PRIOR TO JULY 1, 2026		
		***PLEASE EMAIL PO IMMEDIATELY TO: kevin@sinnottblacktop.com		

Total: **$19,720.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. **Purchase Order number must appear on all correspondence, invoices, and packages.**
2. **Each Purchase Order must be invoiced separately.**
3. **See terms and conditions upon request.**

Equal Opportunity Employer

Printed: 06/02/2026

AGREEMENT FOR SUMMER ALTERNATIVE LEARNING SUPPORT

This Agreement, made and effective as of the 26th day of May 2026, by and between Independent School District No. 709, Duluth Public Schools (hereinafter referred to as "non-member district" or "ISD 709"), and Independent School District No. 94, Cloquet Public Schools (hereinafter referred to as "Provider"), for collaborating on ALC programming for the sole purpose of providing alternative learning support such as Targeted Services, Credit Recovery and Independent Study within ISD 709.

RECITALS

The parties hereto recite and declare as follows:

1. The non-member district has a need and desire to report targeted services and independent study through the Provider's Alternative Learning Center (ALC) as required by the Minnesota Department of Education.

2. The Provider will submit service hours and other data required for targeted services, credit recovery and independent study to be reported to the Minnesota Department of Education needed by the non-member schools.

3. The non-member district desires to pay Provider to provide services referenced above.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

I. Term and Duration

This agreement shall commence on the 8th day of June 2026, through the 31st day of August 2026. This agreement can be renewed, modified, or changed only in written form and by approval by the non-member district and Provider.

II. Services to Be Provided by Provider

The Provider shall provide administrative support and MDE reporting coordination/submission for targeted services, credit recovery and independent study programming given in the non-member district.

III. Services to Be Provided by the Non-Member District

The non-member district shall be responsible for providing all aspects of program delivery including, but not limited to, all hiring, oversight and termination of appropriately licensed program staff. The non-member district shall also be responsible for paying all staff in alignment with its collective bargaining agreements and payroll policies. The non-member district shall be responsible for all scheduling and delivery of program curriculum and services, including continuous learning plans (CLPs). The non-member district will be responsible for providing for all facilities as well as coordination with other local programs that may be required by law, example summer food service.

IV. Payment and Reimbursement

Starting June 8th, 2026, the Provider will provide services as defined in section II and the non-member district agrees to pay the following:

- Non-member district access fee: 10% of revenues actually received by the non-member district from the Minnesota Department of Education, based on student enrollment in the Targeted Services, Credit Recovery, and Independent Study programs for which the Provider performs reporting and coordination services under this agreement, but in not event less than $10,000.

The Provider shall submit an invoice to the non-member district after the non-member district has received the applicable revenues from the Minnesota Department of Education, which invoice shall reflect the access fee described above. The non-member district shall remit payment within thirty-five (35) days following receipt of such invoice.

K Eder — 5.29.2026

Board Chair, Duluth Public Schools — Date

John Myers — 5/27/26

Superintendent, Duluth Public Schools — Date

5/26/2026

Board Chair, Cloquet Public Schools — Date

5/26/26

Superintendent, Cloquet Public Schools — Date

ISD 709
DULUTH PUBLIC SCHOOLS
JUN 16 2026
APPROVED BY
THE SCHOOL BOARD

AGREEMENT FOR SUMMER ALTERNATIVE LEARNING SUPPORT

This Agreement, made and effective as of the 26th day of May 2026, by and between Independent School District No. 709, Duluth Public Schools (hereinafter referred to as "non-member district" or "ISD 709"), and Independent School District No. 94, Cloquet Public Schools (hereinafter referred to as "Provider"), for collaborating on ALC programming for the sole purpose of providing alternative learning support such as Targeted Services, Credit Recovery and Independent Study within ISD 709.

RECITALS

The parties hereto recite and declare as follows:

1. The non-member district has a need and desire to report targeted services and independent study through the Provider's Alternative Learning Center (ALC) as required by the Minnesota Department of Education.

2. The Provider will submit service hours and other data required for targeted services, credit recovery and independent study to be reported to the Minnesota Department of Education needed by the non-member schools.

3. The non-member district desires to pay Provider to provide services referenced above.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

I. Term and Duration

This agreement shall commence on the 8th day of June 2026, through the 31st day of August 2026. This agreement can be renewed, modified, or changed only in written form and by approval by the non-member district and Provider.

II. Services to Be Provided by Provider

The Provider shall provide administrative support and MDE reporting coordination/submission for targeted services, credit recovery and independent study programming given in the non-member district.

III. Services to Be Provided by the Non-Member District

The non-member district shall be responsible for providing all aspects of program delivery including, but not limited to, all hiring, oversight and termination of appropriately licensed program staff. The non-member district shall also be responsible for paying all staff in alignment with its collective bargaining agreements and payroll policies. The non-member district shall be responsible for all scheduling and delivery of program curriculum and services, including continuous learning plans (CLPs). The non-member district will be responsible for providing for all facilities as well as coordination with other local programs that may be required by law, example summer food service.

IV. Payment and Reimbursement

Starting June 8th, 2026, the Provider will provide services as defined in section II and the non-member district agrees to pay the following:

- Non-member district access fee: 10% of revenues actually received by the non-member district from the Minnesota Department of Education, based on student enrollment in the Targeted Services, Credit Recovery, and Independent Study programs for which the Provider performs reporting and coordination services under this agreement, but in not event less than $10,000.

The Provider shall submit an invoice to the non-member district after the non-member district has received the applicable revenues from the Minnesota Department of Education, which invoice shall reflect the access fee described above. The non-member district shall remit payment within thirty-five (35) days following receipt of such invoice.

K Eder — 5.29.2026

Board Chair, Duluth Public Schools — Date

John Myers — 5/27/26

Superintendent, Duluth Public Schools — Date

[signature] — 5/26/2026

Board Chair, Cloquet Public Schools — Date

[signature] — 5/26/26

Superintendent, Cloquet Public Schools — Date

6/4/2026

Bryan Brown
Lakewood Elementary School

1139 Franklin Avenue, Suite 1
Sauk Rapids, Minnesota 56379
ics-builds.com
(320) 416-2004

Re: Independent School District #709
Lakewood Elementary School Propane tank

Dear Mr. Brown

The 18,000-gallon used propane tank that was quoted to us for $234,310.02 and approved by the board has unfortunately been sold to another party. When I contacted Edwards Oil to secure a replacement, they informed me they had another tank available but were unsure whether it could be recertified.

To keep the project moving, I reached out to Arrow Tank in Cambridge, MN regarding the purchase of a new 21,650-gallon tank. They referred us to B and B Piping, from whom we received a quote of $218,943.25. This option provides us with a brand-new tank and is $15,366.77 less expensive than the previously approved used tank.

Given the cost savings and the benefit of acquiring a new tank, this appears to be the most advantageous option moving forward.

Sincerely,

Rich Gareis
Project Manager
ICS

Docusign Envelope ID: 8753E392-47AC-8535-82B5-654DFFC5E83F

A.G. O'BRIEN

CHANGE ORDER TRACKING

DATE 5/21/2026

Orig. Contract#: **Change Order #**

PROJECT: B&B Propane Add **FLOOR**

LABOR

CRAFT	HOURS	NAME	*RATE*	*TOTAL*
			$ 116.36	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
		Labor Total		**$ -**

MATERIALS

QUANTITY	PRODUCT	*COST*	*TOTAL*
1.00		$ 50.00	$ 50.00
1.00		$ 25.00	$ 25.00
1.00			$ -
			$ -
			$ -
	Materials Total		**$ 75.00**

Total				**$ 75.00**
Sales tax (Materials Only)	**8.875%**			$ 6.66
Subtotal				$ 81.66
Markup (Overhead & Profit) on subtotal	**10%**			$ 8.17
Total contractor costs with markup				**$ 89.82**
Subcontractor costs				$ 198,957.66
		B&B Gas Piping Plus	$ 198,957.66	
		Insulation		
		Controls		
Subcontractor markup	**10.0%**			$ 19,895.77
Total Subcontractor cost with markup				$ 218,853.43
Management Fee				
Bond/Permit	**0%**			
Total Change Order				**$ 218,943.25**

TASK DESCRIPTION

A.G. O'BRIEN REPRESENTATIVE:

Signature *Date*

Printed Name | *Title*

CUSTOMER REPRESENTATIVE:

Signature *Date*

Printed Name | *Title*

Estimate

www.bandbpiping.com

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

Date	Estimate #
5/12/2026	5687

Name / Address

A.G O'Brien Plumbing Heating & Cooling

Terms
30% DOWN

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This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and material which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

PROJECT

Lakewood

Item	Description	Qty	Total
	Used 18,000 gallon propane tank installed with the following -Precast piers (Includes all dirtwork needed to complete) -Class 1 Div 1 electric vaporizer -Vapor bypass system -Vapor distribution piping the tank/vaporizer to the school -All valves and piping needed to fill the tank via transport Vaporizer, Regulators, and Piping sized to deliver 4.5 million BTU		
Propane Tank 21650 Gal	NEW 21,650 GALLON LP TANK	1	105,000.00T
FREIGHT	Tank Freight	1	3,000.00T
PIERS#7	109" X 8"- 0" PRE-CAST PIER	2	9,075.63T
MISCELLANEOUS SU...	EXCAVATION AND DIRT WORK FOR PIERS	1	2,500.00T
MISCELLANEOUS SU...	ROCK FOR PIER BASE	1	2,500.00T
P-PADS-1	FELT - HIGH DENSITY FOAM PAD	2	508.18T
MISCELLANEOUS SU...	CRANE FEE	1	5,500.00T
MISCELLANEOUS SU...	4'X4' CONCRETE PAD FOR VAPORIZER	1	600.00T
H284-250	2' SEMI-INTERNAL PRESSURE RELIEF	2	1,573.58
ME830	VALVE-LIQUID LEVEL VENT 34/" MPT X 1/4" FPT	1	216.04
65529	1/4" x 2" XH Nipple	2	7.04
0467129	1/4 FS THD 90 ELBOW	1	15.50
ASG4004	4" NH3 0-400 PSI 4" Dial Bottom Stem	1	48.98
C6342-11-108	MAGNETEL GAUGE FOR 108 ID TK EM HEMI HEAD	1	1,004.63
LP-ME931	2 1/2" ADAPTER GAUGE MODEL B	1	201.51
MEJ701	6" THERMOMETER 2" DIAL SS 1/2"	1	72.43
C477-24-37	3" FISHER INTERNAL VALVE	1	2,099.71
C477-16	2" FISHER INTERNAL VALVE	3	4,587.13
4186535	3" X 2" SWAG NIPPLE XH	1	100.34
4186513	2" X 1 1/4" SWAGE NIPPLE XH	1	71.05
4186511	2" X 1" X-HEAVY SWAGE NIPPLE	2	119.73
A7513AP	2" GLOBE VALVE FPT	1	646.63
AL312P A7509BP	1-1/4 GLOBE VALVE	1	416.50
A7507AP	1" GLOBE VALVE	1	264.74
AL311P A7508AP	1" ANGLE VALVE	1	260.71

Sales Tax (6.875%)

PLUS ANY APPLICABLE SALES TAX

Total 54

www.bandbpiping.com

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

Date	Estimate #
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Name / Address

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PROJECT

Lakewood

Item	Description	Qty	Total
AL313P A7510BP	1-1/4" ANGLE VALVE	1	410.44
A7514AP	2" ANGLE VALVE	1	636.14
ME980C-6	3/4" FPT EMERGENCY SHUT OFF VALVE WITH CABLE LATCH	1	724.34
4186479	1 x 3/4 Swage Nipple	1	47.49
ME880-6/28	VALVE-EX FLO 28 GPM BRASS MARSHALL EXCELSIOR	1	58.37
TCHS2-200 8MMT-20	2" X 20" SS FLEX CONNECTOR	1	279.28
0467398	2" FS UNION	1	90.81
0467136	2" FS 90 DEGREE ELBOW	2	133.62
0467199	2" FS 45 DEGREE ELBOW	1	73.33
65614	2" X 6" XH NIPPLE	6	124.21
2BSXHPE	2"' X 21' SCH 80 BLACK PIPE (PER FOOT)	10	142.79
0467396	1 1/4" FS UNION	1	56.16
0467134	1 1/4" FS 90 DEGREE ELBOW	2	86.02
0467146	1 1/4" FS 45 DEGREE ELBOW	1	48.30
65592	1 1/4" X 6" XH NIPPLE	6	92.43
114BSXHPE	1 1/4' X 21' SCH80 BLACK PIPE (PER FOOT)	10	76.78
0467395	1" FS UNION	1	39.28
65579	1" X 5" XH NIPPLE	2	18.92
0467133	1" FS 90 DEGREE ELBOW	1	23.61
0467132	3/4" FS 90 DEGREE ELBOW	3	44.71
0467394	3/4" FS UNION	2	54.19
65568	3/4" X 5" XH NIPPLE	6	59.14
LP-B112600-3/4	STRAINER 3/4"	1	295.27
MEH225	HYDROSTATIC BRASS 1/4" RELIEF VALVE MPT 440	6	116.58
0490543 0484104	2-1/2" DIAL 0-300 PSI DRY GAUGE	2	32.26
0407928	2-1/2" DIAL 0-30PSI PRESSURE GAUGE	2	53.67
LP-217	Needle Valve 1/4" MALE X 1/4" Female	4	104.73
LP-ME202SS	#54 GAUGE SNUBBER	2	89.47
34BSXHPE	3/4" SCH 80 Pipe XH	30	136.86
TX100	TOREXX 50 GPH ELECTRIC VAPORIZER	1	10,437.70
114BSTC	1 1/4"'X 21' SCH 40 BLACK PIPE (PER FOOT)	30	141.55
0427018	1 1/4" RUB FP VALVE	4	226.48
466206	1 1/4" 90 DEGREE ELBOW	8	51.78
466316	1 1/4" TEE	4	83.05
466265	1-1/4" x 1/2" Reducer Coupling	1	5.29

Sales Tax (6.875%)

PLUS ANY APPLICABLE SALES TAX

Total 55

www.bandbpiping.com

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Fax: 507-238-2610

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PROJECT

Lakewood

Item	Description	Qty	Total
66430	1/2" X CL NIPPLE	1	1.05
0467052	1/2" SQ. HEAD SOLID PLUG	1	2.82
91085800	1/2" JOMAR BALL VALVE	1	15.34
4186489	1-1/4" X 1" SWAGE NIPPLE	2	134.34
627-7710	FISHER 1ST STAGE 5-20# PSIG	2	975.81
289H-43	1" FNPT AI 10-20 PSI RELIEF REGULATOR	2	1,169.39
466382	1 1/4" X 1 1/4" X 1" REDUCING TEE	2	25.62
66346	1 1/4" UNION	6	238.04
48831	TALL SINGLE COLUMN STRUT BASE	2	104.17
48886	2"' STRUT CLAMP	1	4.71
48882	3/4' STRUT CLAMP	4	21.80
48884	1-1/4' STRUT CLAMP	6	35.59
11241065	White 1 5/8" Plastic End Cap	10	10.60
48424	1 5/8" X 1-5/8" PRE-GALVANIZED 12GA STEEL HALF SLOT STRUT (PER FOOT)	80	632.29
ME503A-16	3 1/4" M ACME X 2" MPT ADAPTER W/SCREEN	1	169.62
MEP168	CABLE AND CRIMP FERRULE ACME CAPS KIT	2	40.89
ME233	2-1/4" X 1-1/4"ACME ADAPTER	1	112.06
ME431F	2-1/4" CAP	1	111.30
ME441F	3-1/4" CAP	1	215.70
1000990	20LB ABC CLASS FIRE EXTINGUISHER W/WALL HOOK	1	329.28
CUSTOM EMERGENC...	12 X 18 CUSTOM EMERGENCY GAS SHUT OFF	1	100.00
STORAGE-DECALS	STORAGE TANK DECAL SET	2	150.84
45521	AIRCRAFT CABLE (PER FOOT)	75	141.93
0529016	SINGLE SWIVEL EYE PULLEY	5	29.49
RT 45	RT 45 TRENCHING PER FOOT	150	450.00
MISCELLANEOUS SU...	MOB FEE	1	1,500.00T
LP-IPS125	1 1/4" IPS POLY TUBING (PER FOOT)	150	441.78
WIR THHN 14 SOL YEL	TRACER WIRE	160	46.94
FEI 75901	1 1/4" IPS PERMASERT RISER W/ MECH. ENDS	3	855.81
0467061	1 1/4" FS SQ. HEAD SOLID PLUG	1	11.12
FEI50327010	1 1/4" IPS PERMA TEE	1	394.08
MISCELLANEOUS SU...	MISCELLANEOUS SUPPLIES		750.00
MISCELLANEOUS SU...	Travel Expense		2,800.00
LABOR	LABOR		22,500.00

Sales Tax (6.875%)	$8,950.14
Total	$198,957.56

PLUS ANY APPLICABLE SALES TAX

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address

AG Obrien
4907 Lightning Drive
Duluth, MN 55811

Terms
50% DOWN

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
	Used 18,000 gallon propane tank installed with the following -Precast piers (Includes all dirtwork needed to complete)- Class 1 Div 1 electric vaporizer -Vapor bypass system -Vapor distribution piping the tank/vaporizer to the school- All valves and piping needed to fill the tank via transport Vaporizer, Regulators, and Piping sized to deliver 4.5 million BTU		
PROPANE TANK 18,0...	USED 18,000 GALLON PROPANE TANK ((1960's ERA))	1	
FREIGHT	Tank Freight	1	
PIERS#7	109" X 8"- 0" PRE-CAST PIER	2	
MISCELLANEOUS SU...	EXCAVATION AND DIRT WORK FOR PIERS	1	
MISCELLANEOUS SU...	ROCK FOR PIER BASE	1	
P-PADS-1	FELT - HIGH DENSITY FOAM PAD	2	
MISCELLANEOUS SU...	CRANE FEE	1	
MISCELLANEOUS SU...	4'X4' CONCRETE PAD FOR VAPORIZER	1	
H284-250	2' SEMI-INTERNAL PRESSURE RELIEF	2	
ME830	VALVE-LIQUID LEVEL VENT 34/" MPT X 1/4" FPT	1	
65529	1/4" x 2" XH Nipple	2	
0467129	1/4 FS THD 90 ELBOW	1	
ASG4004	4" NH3 0-400 PSI 4" Dial Bottom Stem	1	
C6342-11-108	MAGNETEL GAUGE FOR 108 ID TK EM HEMI HEAD 2	1	
LP-ME931	1/2" ADAPTER GAUGE MODEL B	1	
MEJ701	6" THERMOMETER 2" DIAL SS 1/2"	1	
C477-24-37	3" FISHER INTERNAL VALVE	1	
C477-16	2" FISHER INTERNAL VALVE	3	
4186535	3" X 2" SWAG NIPPLE XH	1	
4186513	2" X 1 1/4" SWAGE NIPPLE XH	1	
4186511	2" X 1" X-HEAVY SWAGE NIPPLE	2	
A7513AP	2" GLOBE VALVE FPT	1	
AL312P A7509BP	1-1/4 GLOBE VALVE	1	
A7507AP	1" GLOBE VALVE	1	
AL311P	1" ANGLE VALVE	1	

Sales Tax (8.875%)

PLUS ANY APPLICABLE SALES TAX

Total

57

Estimate

Edwards Oil, Inc
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sskalko@eoctrimark.com

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
AL313P	1-1/4" ANGLE VALVE	1	
A7514AP	2" ANGLE VALVE	1	
ME980C-6	3/4" FPT EMERGENCY SHUT OFF VALVE WITH CABLE	1	
4186479	LATCH 1 x 3/4 Swage Nipple	1	
ME880-6/28	VALVE-EX FLO 28 GPM BRASS MARSHALL EXCELSIOR	1	
TCHS2-200 8MMT-20	2" X 20" SS FLEX CONNECTOR	1	
0467398	2" FS UNION	1	
0467136	2" FS 90 DEGREE ELBOW	2	
0467199	2" FS 45 DEGREE ELBOW	1	
65614	2" X 6" XH NIPPLE	6	
2BSXHPE	2"' X 21' SCH 80 BLACK PIPE (PER FOOT)	10	
0467396	1 1/4" FS UNION	1	
0467134	1 1/4" FS 90 DEGREE ELBOW	2	
0467146	1 1/4" FS 45 DEGREE ELBOW	1	
65592	1 1/4" X 6" XH NIPPLE	6	
114BSXHPE	1 1/4' X 21' SCH80 BLACK PIPE (PER FOOT)	10	
0467395	1" FS UNION	1	
65579	1" X 5" XH NIPPLE	2	
0467133	1" FS 90 DEGREE ELBOW	1	
0467132	3/4" FS 90 DEGREE ELBOW	3	
0467394	3/4" FS UNION	2	
65568	3/4" X 5" XH NIPPLE	6	
LP-B112600-3/4	STRAINER 3/4"	1	
MEH225	HYDROSTATIC BRASS 1/4" RELIEF VALVE MPT 440	6	
0490543 0484104	2-1/2" DIAL 0-300 PSI DRY GAUGE	2	
0407928	2-1/2" DIAL 0-30PSI PRESSURE GAUGE	2	
LP-217	Needle Valve 1/4" MALE X 1/4" Female	4	
LP-ME202SS	#54 GAUGE SNUBBER	2	
34BSXHPE	3/4" SCH 80 Pipe XH	30	
TX100	TOREXX 50 GPH ELECTRIC VAPORIZER	1	
114BSTC	1 1/4"'X 21' SCH 40 BLACK PIPE (PER FOOT)	30	
0427018	1 1/4" RUB FP VALVE	4	
466206	1 1/4" 90 DEGREE ELBOW	8	
466316	1 1/4" TEE	4	
466265	1-1/4" x 1/2" Reducer Coupling	1	

Sales Tax (8.875%)

PLUS ANY APPLICABLE SALES TAX

Total

58

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address
AG Obrien 4907 Lightning Drive Duluth, MN 55811

Terms
50% DOWN

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
66430	1/2" X CL NIPPLE	1	
0467052	1/2" SQ. HEAD SOLID PLUG	1	
91085800	1/2" JOMAR BALL VALVE	1	
4186489	1-1/4" X 1" SWAGE NIPPLE	2	
627-7710	FISHER 1ST STAGE 5-20# PSIG	2	
289H-43	1" FNPT AI 10-20 PSI RELIEF REGULATOR	2	
466382	1 1/4" X 1 1/4" X 1" REDUCING TEE	2	
66346	1 1/4" UNION	6	
48831	TALL SINGLE COLUMN STRUT BASE	2	
48886	2"' STRUT CLAMP	1	
48882	3/4' STRUT CLAMP	4	
48884	1-1/4' STRUT CLAMP	6	
11241065	White 1 5/8" Plastic End Cap	10	
48424	1 5/8" X 1-5/8" PRE-GALVANIZED 12GA STEEL HALF SLOT STRUT (PER FOOT)	80	
ME503A-16	3 1/4" M ACME X 2" MPT ADAPTER W/SCREEN	1	
MEP168	CABLE AND CRIMP FERRULE ACME CAPS KIT	2	
ME233	2-1/4" X 1-1/4"ACME ADAPTER	1	
ME431F	2-1/4" CAP	1	
ME441F	3-1/4" CAP	1	
1000990	20LB ABC CLASS FIRE EXTINGUISHER W/WALL HOOK	1	
CUSTOM EMERGENC...	12 X 18 CUSTOM EMERGENCY GAS SHUT OFF	1	
STORAGE-DECALS	STORAGE TANK DECAL SET	2	
45521	AIRCRAFT CABLE (PER FOOT)	75	
0529016	SINGLE SWIVEL EYE PULLEY	5	
RT 45	RT 45 TRENCHING PER FOOT	150	
MISCELLANEOUS SU...	MOB FEE	1	
LP-IPS125	1 1/4" IPS POLY TUBING (PER FOOT)	150	
WIR THHN 14 SOL YEL	TRACER WIRE	160	
FEI75901	1 1/4" IPS PERMASERT RISER W/ MECH. ENDS	3	
0467061	1 1/4" FS SQ. HEAD SOLID PLUG	1	
FEI50327010	1 1/4" IPS PERMA TEE	1	
MISCELLANEOUS SU...	MISCELLANEOUS SUPPLIES		
MISCELLANEOUS SU...	Travel Expense		
LABOR	LABOR		

Sales Tax (8.875%)

PLUS ANY APPLICABLE SALES TAX

Total

59

Estimate

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
TANK PAINT	PAINTING OF TANK, WHITE, AT FINAL PLACEMENT Exclusions: Electrical By Others, Existing Driveway Work for Fuel Delivery. Project Change Orders from Customer or General Contractor	1	

Pre Tax Total: $195,645.57

Sales Tax (8.875%)	$17,363.54
Total	**$213,009.11**

PLUS ANY APPLICABLE SALES TAX

Contractor Management Fee $21,300.91
Total $234,310.21

6/4/2026

Bryan Brown
Lakewood Elementary School

1139 Franklin Avenue, Suite 1
Sauk Rapids, Minnesota 56379
ics-builds.com
(320) 416-2004

ISD 709
DULUTH PUBLIC SCHOOLS
JUN 16 2026
APPROVED BY
THE SCHOOL BOARD

Re: Independent School District #709
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The 18,000-gallon used propane tank that was quoted to us for $234,310.02 and approved by the board has unfortunately been sold to another party. When I contacted Edwards Oil to secure a replacement, they informed me they had another tank available but were unsure whether it could be recertified.

To keep the project moving, I reached out to Arrow Tank in Cambridge, MN regarding the purchase of a new 21,650-gallon tank. They referred us to B and B Piping, from whom we received a quote of $218,943.25. This option provides us with a brand-new tank and is $15,366.77 less expensive than the previously approved used tank.

Given the cost savings and the benefit of acquiring a new tank, this appears to be the most advantageous option moving forward.

Sincerely,

Rich Gareis
Project Manager
ICS

Kelly Durick Eder, Board Chair

ICS
A LEDGENCE Company

CCO #001

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LkwdESBoiler - Duluth Public Schools, ISD #709 - Lakewood Elementary Boiler Replacement
5207 N. Tischer Road
Duluth, Minnesota 55804

Contract Change Order #001: A.G. O'Brien CO 001

CONTRACT COMPANY:	**A.G. O'Brien Plumbing and Heating Co.** 4907 Lightning Drive Duluth, Minnesota 55811	**CONTRACT FOR:**	SC-S25052-LkwdESBoiler-001:WS 01 - Mechanical
DATE CREATED:	5/27/2026	**CREATED BY:**	Rich Gareis **(ICS - Sauk Rapids, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$218,943.25

DESCRIPTION:
CE #001 - Include Propane Tank Procurement & Installation
Furnish and install of the propane tank per Work Scope 04 and specification 23 13 00.

ATTACHMENTS:
CO - Lakewood Propane.pdf

CHANGE ORDER LINE ITEMS:
CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 - A.G. O'Brien	Include Propane Tank Procurement & Installation	Other	$ 218,943.25
			Subtotal:	$218,943.25
			Grand Total:	**$218,943.25**

The original (Contract Sum)	$ 494,390.00
Net change by previously authorized Change Orders	$ 0.00
The contract sum prior to this Change Order was	$ 494,390.00
The contract sum would be changed by this Change Order in the amount of	$ 218,943.25
The new contract sum including this Change Order will be	$ 713,333.25
The contract time will not be changed by this Change Order by	

DS
BB
5/28/2026

A.G. O'Brien Plumbing and Heating Co.
4907 Lightning Drive
Duluth Minnesota 55811
Signed by:
Paul Koukler 5/28/2026
SIGNATURE DATE

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413
DocuSigned by:
Rich Gareis 5/27/2026
SIGNATURE DATE

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 6/4/2026
SIGNATURE DATE

Docusign Envelope ID: 8753E392-47AC-8535-82B5-654DFFC5E83F

A.G. O'BRIEN

CHANGE ORDER TRACKING

DATE 5/21/2026

Orig. Contract#: Change Order #

PROJECT: B&B Propane Add FLOOR

LABOR

CRAFT	HOURS	NAME	RATE	TOTAL
			$ 116.36	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
		Labor Total		$ -

MATERIALS

QUANTITY	PRODUCT	COST	TOTAL
1.00		$ 50.00	$ 50.00
1.00		$ 25.00	$ 25.00
1.00			$ -
			$ -
			$ -
	Materials Total		$ 75.00

Total			$ 75.00
Sales tax (Materials Only)	8.875%		$ 6.66
Subtotal			$ 81.66
Markup (Overhead & Profit) on subtotal	10%		$ 8.17
Total contractor costs with markup			$ 89.82
Subcontractor costs			$ 198,957.66
	B&B Gas Piping Plus	$ 198,957.66	
	Insulation		
	Controls		
Subcontractor markup	10.0%		$ 19,895.77
Total Subcontractor cost with markup			$ 218,853.43
Management Fee			
Bond/Permit	0%		
Total Change Order			$ 218,943.25

TASK DESCRIPTION

A.G. O'BRIEN REPRESENTATIVE:

Signature Date

Printed Name | Title

CUSTOMER REPRESENTATIVE:

Signature Date

Printed Name | Title

Estimate

www.bandbpiping.com

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

Date	Estimate #
5/12/2026	5687

Name / Address

A.G O'Brien Plumbing Heating & Cooling

Terms
30% DOWN

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This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and material which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

PROJECT
Lakewood

Item	Description	Qty	Total
	Used 18,000 gallon propane tank installed with the following -Precast piers (Includes all dirtwork needed to complete) -Class 1 Div 1 electric vaporizer -Vapor bypass system -Vapor distribution piping the tank/vaporizer to the school -All valves and piping needed to fill the tank via transport Vaporizer, Regulators, and Piping sized to deliver 4.5 million BTU		
Propane Tank 21650 Gal	NEW 21,650 GALLON LP TANK	1	105,000.00T
FREIGHT	Tank Freight	1	3,000.00T
PIERS#7	109" X 8"- 0" PRE-CAST PIER	2	9,075.63T
MISCELLANEOUS SU...	EXCAVATION AND DIRT WORK FOR PIERS	1	2,500.00T
MISCELLANEOUS SU...	ROCK FOR PIER BASE	1	2,500.00T
P-PADS-1	FELT - HIGH DENSITY FOAM PAD	2	508.18T
MISCELLANEOUS SU...	CRANE FEE	1	5,500.00T
MISCELLANEOUS SU...	4'X4' CONCRETE PAD FOR VAPORIZER	1	600.00T
H284-250	2' SEMI-INTERNAL PRESSURE RELIEF	2	1,573.58
ME830	VALVE-LIQUID LEVEL VENT 34/" MPT X 1/4" FPT	1	216.04
65529	1/4" x 2" XH Nipple	2	7.04
0467129	1/4 FS THD 90 ELBOW	1	15.50
ASG4004	4" NH3 0-400 PSI 4" Dial Bottom Stem	1	48.98
C6342-11-108	MAGNETEL GAUGE FOR 108 ID TK EM HEMI HEAD	1	1,004.63
LP-ME931	2 1/2" ADAPTER GAUGE MODEL B	1	201.51
MEJ701	6" THERMOMETER 2" DIAL SS 1/2"	1	72.43
C477-24-37	3" FISHER INTERNAL VALVE	1	2,099.71
C477-16	2" FISHER INTERNAL VALVE	3	4,587.13
4186535	3" X 2" SWAG NIPPLE XH	1	100.34
4186513	2" X 1 1/4" SWAGE NIPPLE XH	1	71.05
4186511	2" X 1" X-HEAVY SWAGE NIPPLE	2	119.73
A7513AP	2" GLOBE VALVE FPT	1	646.63
AL312P A7509BP	1-1/4 GLOBE VALVE	1	416.50
A7507AP	1" GLOBE VALVE	1	264.74
AL311P A7508AP	1" ANGLE VALVE	1	260.71

Sales Tax (6.875%)
Total

PLUS ANY APPLICABLE SALES TAX

Estimate

www.bandbpiping.com

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

Date	Estimate #
5/12/2026	5687

Name / Address
A.G O'Brien Plumbing Heating & Cooling

Terms
30% DOWN

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PROJECT
Lakewood

Item	Description	Qty	Total
AL313P A7510BP	1-1/4" ANGLE VALVE	1	410.44
A7514AP	2" ANGLE VALVE	1	636.14
ME980C-6	3/4" FPT EMERGENCY SHUT OFF VALVE WITH CABLE LATCH	1	724.34
4186479	1 x 3/4 Swage Nipple	1	47.49
ME880-6/28	VALVE-EX FLO 28 GPM BRASS MARSHALL EXCELSIOR	1	58.37
TCHS2-200 8MMT-20	2" X 20" SS FLEX CONNECTOR	1	279.28
0467398	2" FS UNION	1	90.81
0467136	2" FS 90 DEGREE ELBOW	2	133.62
0467199	2" FS 45 DEGREE ELBOW	1	73.33
65614	2" X 6" XH NIPPLE	6	124.21
2BSXHPE	2'" X 21' SCH 80 BLACK PIPE (PER FOOT)	10	142.79
0467396	1 1/4" FS UNION	1	56.16
0467134	1 1/4" FS 90 DEGREE ELBOW	2	86.02
0467146	1 1/4" FS 45 DEGREE ELBOW	1	48.30
65592	1 1/4" X 6" XH NIPPLE	6	92.43
114BSXHPE	1 1/4' X 21' SCH80 BLACK PIPE (PER FOOT)	10	76.78
0467395	1" FS UNION	1	39.28
65579	1" X 5" XH NIPPLE	2	18.92
0467133	1" FS 90 DEGREE ELBOW	1	23.61
0467132	3/4" FS 90 DEGREE ELBOW	3	44.71
0467394	3/4" FS UNION	2	54.19
65568	3/4" X 5" XH NIPPLE	6	59.14
LP-B112600-3/4	STRAINER 3/4"	1	295.27
MEH225	HYDROSTATIC BRASS 1/4" RELIEF VALVE MPT 440	6	116.58
0490543 0484104	2-1/2" DIAL 0-300 PSI DRY GAUGE	2	32.26
0407928	2-1/2" DIAL 0-30PSI PRESSURE GAUGE	2	53.67
LP-217	Needle Valve 1/4" MALE X 1/4" Female	4	104.73
LP-ME202SS	#54 GAUGE SNUBBER	2	89.47
34BSXHPE	3/4" SCH 80 Pipe XH	30	136.86
TX100	TOREXX 50 GPH ELECTRIC VAPORIZER	1	10,437.70
114BSTC	1 1/4'"X 21' SCH 40 BLACK PIPE (PER FOOT)	30	141.55
0427018	1 1/4" RUB FP VALVE	4	226.48
466206	1 1/4" 90 DEGREE ELBOW	8	51.78
466316	1 1/4" TEE	4	83.05
466265	1-1/4" x 1/2" Reduce Coupling	1	5.29

Sales Tax (6.875%)
Total

PLUS ANY APPLICABLE SALES TAX

Estimate

www.bandbpiping.com

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

Date	Estimate #
5/12/2026	5687

Name / Address

A.G O'Brien Plumbing Heating & Cooling

Terms
30% DOWN

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PROJECT

Lakewood

Item	Description	Qty	Total
66430	1/2" X CL NIPPLE	1	1.05
0467052	1/2" SQ. HEAD SOLID PLUG	1	2.82
91085800	1/2" JOMAR BALL VALVE	1	15.34
4186489	1-1/4" X 1" SWAGE NIPPLE	2	134.34
627-7710	FISHER 1ST STAGE 5-20# PSIG	2	975.81
289H-43	1" FNPT AI 10-20 PSI RELIEF REGULATOR	2	1,169.39
466382	1 1/4" X 1 1/4" X 1" REDUCING TEE	2	25.62
66346	1 1/4" UNION	6	238.04
48831	TALL SINGLE COLUMN STRUT BASE	2	104.17
48886	2"' STRUT CLAMP	1	4.71
48882	3/4' STRUT CLAMP	4	21.80
48884	1-1/4' STRUT CLAMP	6	35.59
11241065	White 1 5/8" Plastic End Cap	10	10.60
48424	1 5/8" X 1-5/8" PRE-GALVANIZED 12GA STEEL HALF SLOT STRUT (PER FOOT)	80	632.29
ME503A-16	3 1/4" M ACME X 2" MPT ADAPTER W/SCREEN	1	169.62
MEP168	CABLE AND CRIMP FERRULE ACME CAPS KIT	2	40.89
ME233	2-1/4" X 1-1/4"ACME ADAPTER	1	112.06
ME431F	2-1/4" CAP	1	111.30
ME441F	3-1/4" CAP	1	215.70
1000990	20LB ABC CLASS FIRE EXTINGUISHER W/WALL HOOK	1	329.28
CUSTOM EMERGENC...	12 X 18 CUSTOM EMERGENCY GAS SHUT OFF	1	100.00
STORAGE-DECALS	STORAGE TANK DECAL SET	2	150.84
45521	AIRCRAFT CABLE (PER FOOT)	75	141.93
0529016	SINGLE SWIVEL EYE PULLEY	5	29.49
RT 45	RT 45 TRENCHING PER FOOT	150	450.00
MISCELLANEOUS SU...	MOB FEE	1	1,500.00T
LP-IPS125	1 1/4" IPS POLY TUBING (PER FOOT)	150	441.78
WIR THHN 14 SOL YEL	TRACER WIRE	160	46.94
FEI 75901	1 1/4" IPS PERMASERT RISER W/ MECH. ENDS	3	855.81
0467061	1 1/4" FS SQ. HEAD SOLID PLUG	1	11.12
FEI50327010	1 1/4" IPS PERMA TEE	1	394.08
MISCELLANEOUS SU...	MISCELLANEOUS SUPPLIES		750.00
MISCELLANEOUS SU...	Travel Expense		2,800.00
LABOR	LABOR		22,500.00

Sales Tax (6.875%)	$8,950.14
Total	$198,957.66

PLUS ANY APPLICABLE SALES TAX

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address
AG Obrien 4907 Lightning Drive Duluth, MN 55811

Terms
50% DOWN

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
	Used 18,000 gallon propane tank installed with the following -Precast piers (Includes all dirtwork needed to complete)- Class 1 Div 1 electric vaporizer -Vapor bypass system -Vapor distribution piping the tank/vaporizer to the school- All valves and piping needed to fill the tank via transport Vaporizer, Regulators, and Piping sized to deliver 4.5 million BTU		
PROPANE TANK 18,0...	USED 18,000 GALLON PROPANE TANK ((1960's ERA))	1	
FREIGHT	Tank Freight	1	
PIERS#7	109" X 8"- 0" PRE-CAST PIER	2	
MISCELLANEOUS SU...	EXCAVATION AND DIRT WORK FOR PIERS	1	
MISCELLANEOUS SU...	ROCK FOR PIER BASE	1	
P-PADS-1	FELT - HIGH DENSITY FOAM PAD	2	
MISCELLANEOUS SU...	CRANE FEE	1	
MISCELLANEOUS SU...	4'X4' CONCRETE PAD FOR VAPORIZER	1	
H284-250	2' SEMI-INTERNAL PRESSURE RELIEF	2	
ME830	VALVE-LIQUID LEVEL VENT 34/" MPT X 1/4" FPT	1	
65529	1/4" x 2" XH Nipple	2	
0467129	1/4 FS THD 90 ELBOW	1	
ASG4004	4" NH3 0-400 PSI 4" Dial Bottom Stem	1	
C6342-11-108	MAGNETEL GAUGE FOR 108 ID TK EM HEMI HEAD 2	1	
LP-ME931	1/2" ADAPTER GAUGE MODEL B	1	
MEJ701	6" THERMOMETER 2" DIAL SS 1/2"	1	
C477-24-37	3" FISHER INTERNAL VALVE	1	
C477-16	2" FISHER INTERNAL VALVE	3	
4186535	3" X 2" SWAG NIPPLE XH	1	
4186513	2" X 1 1/4" SWAGE NIPPLE XH	1	
4186511	2" X 1" X-HEAVY SWAGE NIPPLE	2	
A7513AP	2" GLOBE VALVE FPT	1	
AL312P A7509BP	1-1/4 GLOBE VALVE	1	
A7507AP	1" GLOBE VALVE	1	
AL311P	1" ANGLE VALVE	1	

Sales Tax (8.875%)
Total

PLUS ANY APPLICABLE SALES TAX

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
AL313P	1-1/4" ANGLE VALVE	1	
A7514AP	2" ANGLE VALVE	1	
ME980C-6	3/4" FPT EMERGENCY SHUT OFF VALVE WITH CABLE	1	
4186479	LATCH 1 x 3/4 Swage Nipple	1	
ME880-6/28	VALVE-EX FLO 28 GPM BRASS MARSHALL EXCELSIOR	1	
TCHS2-200 8MMT-20	2" X 20" SS FLEX CONNECTOR	1	
0467398	2" FS UNION	1	
0467136	2" FS 90 DEGREE ELBOW	2	
0467199	2" FS 45 DEGREE ELBOW	1	
65614	2" X 6" XH NIPPLE	6	
2BSXHPE	2"' X 21' SCH 80 BLACK PIPE (PER FOOT)	10	
0467396	1 1/4" FS UNION	1	
0467134	1 1/4" FS 90 DEGREE ELBOW	2	
0467146	1 1/4" FS 45 DEGREE ELBOW	1	
65592	1 1/4" X 6" XH NIPPLE	6	
114BSXHPE	1 1/4' X 21' SCH80 BLACK PIPE (PER FOOT)	10	
0467395	1" FS UNION	1	
65579	1" X 5" XH NIPPLE	2	
0467133	1" FS 90 DEGREE ELBOW	1	
0467132	3/4" FS 90 DEGREE ELBOW	3	
0467394	3/4" FS UNION	2	
65568	3/4" X 5" XH NIPPLE	6	
LP-B112600-3/4	STRAINER 3/4"	1	
MEH225	HYDROSTATIC BRASS 1/4" RELIEF VALVE MPT 440	6	
0490543 0484104	2-1/2" DIAL 0-300 PSI DRY GAUGE	2	
0407928	2-1/2" DIAL 0-30PSI PRESSURE GAUGE	2	
LP-217	Needle Valve 1/4" MALE X 1/4" Female	4	
LP-ME202SS	#54 GAUGE SNUBBER	2	
34BSXHPE	3/4" SCH 80 Pipe XH	30	
TX100	TOREXX 50 GPH ELECTRIC VAPORIZER	1	
114BSTC	1 1/4"'X 21' SCH 40 BLACK PIPE (PER FOOT)	30	
0427018	1 1/4" RUB FP VALVE	4	
466206	1 1/4" 90 DEGREE ELBOW	8	
466316	1 1/4" TEE	4	
466265	1-1/4" x 1/2" Reducer Coupling	1	

Sales Tax (8.875%)
Total

PLUS ANY APPLICABLE SALES TAX

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address
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Terms
50% DOWN

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
66430	1/2" X CL NIPPLE	1	
0467052	1/2" SQ. HEAD SOLID PLUG	1	
91085800	1/2" JOMAR BALL VALVE	1	
4186489	1-1/4" X 1" SWAGE NIPPLE	2	
627-7710	FISHER 1ST STAGE 5-20# PSIG	2	
289H-43	1" FNPT AI 10-20 PSI RELIEF REGULATOR	2	
466382	1 1/4" X 1 1/4" X 1" REDUCING TEE	2	
66346	1 1/4" UNION	6	
48831	TALL SINGLE COLUMN STRUT BASE	2	
48886	2'" STRUT CLAMP	1	
48882	3/4' STRUT CLAMP	4	
48884	1-1/4' STRUT CLAMP	6	
11241065	White 1 5/8" Plastic End Cap	10	
48424	1 5/8" X 1-5/8" PRE-GALVANIZED 12GA STEEL HALF SLOT STRUT (PER FOOT)	80	
ME503A-16	3 1/4" M ACME X 2" MPT ADAPTER W/SCREEN	1	
MEP168	CABLE AND CRIMP FERRULE ACME CAPS KIT	2	
ME233	2-1/4" X 1-1/4"ACME ADAPTER	1	
ME431F	2-1/4" CAP	1	
ME441F	3-1/4" CAP	1	
1000990	20LB ABC CLASS FIRE EXTINGUISHER W/WALL HOOK	1	
CUSTOM EMERGENC...	12 X 18 CUSTOM EMERGENCY GAS SHUT OFF	1	
STORAGE-DECALS	STORAGE TANK DECAL SET	2	
45521	AIRCRAFT CABLE (PER FOOT)	75	
0529016	SINGLE SWIVEL EYE PULLEY	5	
RT 45	RT 45 TRENCHING PER FOOT	150	
MISCELLANEOUS SU...	MOB FEE	1	
LP-IPS125	1 1/4" IPS POLY TUBING (PER FOOT)	150	
WIR THHN 14 SOL YEL	TRACER WIRE	160	
FEI75901	1 1/4" IPS PERMASERT RISER W/ MECH. ENDS	3	
0467061	1 1/4" FS SQ. HEAD SOLID PLUG	1	
FEI50327010	1 1/4" IPS PERMA TEE	1	
MISCELLANEOUS SU...	MISCELLANEOUS SUPPLIES		
MISCELLANEOUS SU...	Travel Expense		
LABOR	LABOR		

Sales Tax (8.875%)
Total

PLUS ANY APPLICABLE SALES TAX

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address
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Terms
50% DOWN

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
TANK PAINT	PAINTING OF TANK, WHITE, AT FINAL PLACEMENT Exclusions: Electrical By Others, Existing Driveway Work for Fuel Delivery. Project Change Orders from Customer or General Contractor	1	

Pre Tax Total: $195,645.57	
Sales Tax (8.875%)	$17,363.54
Total	**$213,009.11**

PLUS ANY APPLICABLE SALES TAX

Contractor Management Fee $21,300.91

Total $234,310.21

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

THIS INDENTURE OF LEASE, effective the 1st day of July, 2026 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

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

A school building located at 714 ½ West College Street, designated as Chester Creek Academy having a floor space of 15,780 square feet on approximately two acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Chester Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2026, until the last day of June, 2029, with the following terms and conditions and covenants, to-wit:

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

For the years of the lease, commencing July 1, 2026, and ending June 30, 2029, the sum of Eighty-Eight Thousand Sixty two dollars and ninety-eight cents ($88,062.98) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

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

Section 2. Use of Premises - continued.
regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

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

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

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

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or

alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

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

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

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

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

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.
use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

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

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

a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.

b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.
liability insurance, in the amount of or greater than One Million Dollars ($1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

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

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

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

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

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

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 4316 Rice Lake Rd, Duluth, Minnesota 55811 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

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

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

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

NORTHWOOD CHILDREN'S SERVICES
Lessor

5/20/26
Kristi Shulte Board Chairperson Date

6/1/26
Larry Pajari , Date
President & Chief Executive Officer

INDENDEPENT SCHOOL DISTRICT No. 709
Lessee

Kelly Durick Eder, Board Chair Date

Sarah Mikesell, Clerk of the Board Date

SCHEDULE

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

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

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

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

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

3. Insurance. Parties shall secure and pay for insurance as follows:

   a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of $1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.

   b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.

4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.

6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.

7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

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

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

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

Lessor/Security Party

Northwood Children's Services
714 West College Street
Duluth, Minnesota 55811

LESSOR:

5/20/26

Kristi Shulte, Board Chairperson Date

6-1-26

Larry Pajari, President & CEO Date

Lessee/Debtor

Independent School District No. 709
709 Portia Johnson Drive
Duluth, Minnesota 55811

LESSEE:

Kelly Durick Eder, Board Chair Date

Sarah Mikesell, Clerk of the Board Date

ISD 709
DULUTH PUBLIC SCHOOLS
JUN 16 2026
APPROVED BY
THE SCHOOL BOARD

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

THIS INDENTURE OF LEASE, effective the 1st day of July, 2026 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

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

A school building located at 714 ½ West College Street, designated as Chester Creek Academy having a floor space of 15,780 square feet on approximately two acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Chester Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2026, until the last day of June, 2029, with the following terms and conditions and covenants, to-wit:

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

For the years of the lease, commencing July 1, 2026, and ending June 30, 2029, the sum of Eighty-Eight Thousand Sixty two dollars and ninety-eight cents ($88,062.98) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

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

Section 2. Use of Premises - continued.
regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

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

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

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

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alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

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

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

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

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.
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a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.

b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.
liability insurance, in the amount of or greater than One Million Dollars ($1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

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

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

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

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

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

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 4316 Rice Lake Rd, Duluth, Minnesota 55811 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

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

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

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

NORTHWOOD CHILDREN'S SERVICES
Lessor

5/20/26
Kristi Shulte Board Chairperson Date

6/1/26
Larry Pajari , Date
President & Chief Executive Officer

INDENDEPENT SCHOOL DISTRICT No. 709
Lessee

6.16.2026
Kelly Durick Eder, Board Chair Date

6/16/26
Sarah Mikesell, Clerk of the Board Date

SCHEDULE

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

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

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

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

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

3. Insurance. Parties shall secure and pay for insurance as follows:

   a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of $1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.

   b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.

4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.

6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.

7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

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

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

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

Lessor/Security Party

Northwood Children's Services
714 West College Street
Duluth, Minnesota 55811

LESSOR:

5/20/26
Kristi Shulte, Board Chairperson Date

6-1-26
Larry Pajari, President & CEO Date

Lessee/Debtor

Independent School District No. 709
709 Portia Johnson Drive
Duluth, Minnesota 55811

LESSEE:

6/16/2026
Kelly Durick Eder, Board Chair Date

6/16/26
Sarah Mikesell, Clerk of the Board Date

COW Agenda Cover Sheet

Meeting Date: 6/9/26

Topic: Student Handbook

Presenter(s): Jen Larva and Adelle Wellens

Attachment: None

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

Changes to this student handbook includes:

- Updates to the Directory
- Adding ParentSquare as a communication during E-learning Days
- Changing “Blended Learning” to “Digital Learning”
- Adding “Backpacks: All students are required to keep their backpacks in their lockers from first bell to last bell.”
- Adding “including the unapproved use of generative use of Artificial Intelligence (AI)” under Academic Dishonesty.
- Adding “We strive for a 90% or better consistent positive student attendance. All student absences must be reported to the school through their communication tool within 48 hours of the absence for it to be considered excused. This includes notification in advance for family trips lasting longer than two days.” under attendance.
- Added “and/or consideration for expulsion” to Level 4 Incidents
- Added “and/or consideration for expulsion” to second and third offense of Level 3 Incidents
- Added “Nicotine Delivery systems” as part of Tobacco definition.
- Added “A 6-12 grade student has access to the DTA via their student ID if removal is required” as alternative transportation
- Added “or unapproved sales” to disciplinary definitions.
- Updated Policies

This Requires School Board Approval : Yes

May 13, 2026

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
Mason Murrain	**Duluth Public Schools**	**5/12/2026**
Auston Granholm	**Duluth Public Schools**	**5/13/2026**
Owen King	**Duluth Public Schools**	**5/13/2026**
Bayley McCauley	**Duluth Public Schools**	**5/13/2026**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

May 18, 2026

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
Aaliyah Tadevich	**Duluth Public Schools**	**5/14/2026**

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: 5/21/26

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:

Kane Valine

5/21/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 5/21/26

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:

Bill Wright

5/21/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 5/26/26

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:

Daezha Bird

5/26/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 5/21/26

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:

Serenity Davis

5/21/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 5/21/26

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:

Ashley Asbury

5/21/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 5/21/26

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:

Kasia Coleman

5/21/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

May 21, 2026

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
Jeramiah Tryon	**Duluth Public Schools**	**5/21/2026**
Jenna Levanen	**Duluth Public Schools**	**5/21/2026**
Dannette Rajavouri	**Duluth Public Schools**	**5/21/2026**
Jacob Jatkola	**Duluth Public Schools**	**5/21/2026**
Anaira Kapsner	**Duluth Public Schools**	**5/21/2026**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

May 26, 2026

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
Emma Palma Baran	**Duluth Public Schools**	**5/26/2026**
Nathaniel Kopponen	**Duluth Public Schools**	**5/26/2026**
Cassidy Barber	**Duluth Public Schools**	**5/26/2026**
Sophia Lagergren	**Duluth Public Schools**	**5/26/2026**
Jovanny Cruz Rodriguez	**Duluth Public Schools**	**5/26/2026**
Isabella Bobrowski	**Duluth Public Schools**	**5/26/2026**
Serenity Sterling	**Duluth Public Schools**	**5/26/2026**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

May 27, 2026

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
Madeline Williams	**Duluth Public Schools**	**5/27/2026**
Sophia Kramer	**Duluth Public Schools**	**5/27/2026**
Grant Hammer	**Duluth Public Schools**	**5/27/2026**
Xavier Ernst	**Duluth Public Schools**	**5/27/2026**
Jax Sabin	**Duluth Public Schools**	**5/27/2026**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Shannon Brown - Asst Supt Office

DATE: 5/15/2026

DATE NEEDED: ASAP

CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

Student Name	Date of Graduation	School	Return to
Amerikiss Hunt	5/28/2026	Denfeld HS	Tracy R

PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Shannon Brown - Asst Supt Office

DATE: 5/15/2026

DATE NEEDED: ASAP

CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

Student Name	Date of Graduation	School	Return to
Mikell Baker	5/28/2026	Denfeld HS	Tracy R

PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Shannon Brown - Asst Supt Office

DATE: 5/26/2026

DATE NEEDED: ASAP

CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

Student Name	Date of Graduation	School	Return to
Angelina Stamps	5/28/2026	Denfeld High School	Tracy R

June 3, 2026

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
Kaleb A Nelson	**Duluth Public Schools**	**5/27/2026**
Taylee Hanson	**Duluth Public Schools**	**6/2/2026**
Jade M Laine	**Duluth Public Schools**	**6/2/2026**
Nakia Shepersky	**Duluth Public Schools**	**6/2/2026**
Baylee E Robinson	**Duluth Public Schools**	**6/3/2026**
Ciara DelValley	**Duluth Public Schools**	**6/3/2026**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

June 1, 2026

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
Bret Aili	**Duluth Public Schools**	**5/28/2026**
Myaiana Taylor	**Duluth Public Schools**	**5/28/2026**
Alexa Jeanetta	**Duluth Public Schools**	**5/29/2026**
Bailey J Nelson	**Duluth Public Schools**	**6/1/2026**
Keagan Taylor	**Duluth Public Schools**	**6/1/2026**
Isabella Bobrowski	**Duluth Public Schools**	**6/1/2026**
Reese Klein	**Duluth Public Schools**	**6/1/2026**
Julian Taylor	**Duluth Public Schools**	**6/1/2026**
Eden Koepke	**Duluth Public Schools**	**6/1/2026**
Riley Engstrom	**Duluth Public Schools**	**6/1/2026**
Jada Thompson	**Duluth Public Schools**	**6/1/2026**
Jeremiah Stewart	**Duluth Public Schools**	**6/1/2026**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

June 2, 2026

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
Shaeley Pegg	**Duluth Public Schools**	**6/2/2026**
Aiden Robinson	**Duluth Public Schools**	**6/2/2026**
Helaina Glass	**Duluth Public Schools**	**6/2/2026**
Brad R Young	**Duluth Public Schools**	**6/2/2026**
Owen Lobbestael	**Duluth Public Schools**	**6/2/2026**
Devin Sondreson	**Duluth Public Schools**	**6/2/2026**
Lamontez Boddy	**Duluth Public Schools**	**6/2/2026**
Sophia Iverson	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

May 20, 2026

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
William Byron Gunnarson III	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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
Christina Marais George	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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
Yazmin Tae'Lor Hill	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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
Cianah Ruby Lahren	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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
Norah Catherine Perry	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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
Jayla Makae Wilson	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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
Mason Thor Lamiao	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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
Kennedy Christiana Fenhouse	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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
Rey J Bucheger	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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
Xzavior White	**Duluth Public Schools**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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

Dear Mr. Bonds:

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Rose Marie Alexander	**Duluth Public Schools**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Kysa Anne Simonson	**Duluth Public Schools**	**6/2/2026**

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Nathan Glöckle
Principal

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Administrative Assistant
Area Learning Center

May 20, 2026

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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Hana Mahmoud Wazwaz	**Duluth Public Schools**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Carolanne Josephyne Sundeen	**Duluth Public Schools**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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Independent School District 709
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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Quintin Haze Spohn-Stai	**Duluth Public Schools**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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Independent School District 709
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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Ayden Skyler Thornton	**Duluth Public Schools**	**6/2/2026**

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Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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Independent School District 709
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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Hannah Arlene Siegle	**Duluth Public Schools**	**6/2/2026**

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Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 20, 2026

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Cooper Mathew Milinkovich	**Duluth Public Schools**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Taegen Rose Kendrick	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
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May 19, 2026

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
LaDainian Joseph Bowman	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Shauna Tristanna Chemotti	**Academic Excellence Online**	**6/2/2026**

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Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Matthew Ryan Offersen	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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Independent School District 709
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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Jake Connor Valentine	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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Independent School District 709
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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Danielle Marie Brown	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Madigan Davis-Vitiritto	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Milla Alexis Sue Kempton	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
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May 19, 2026

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Gia Ne'Vae ChargingHawk	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Addison August Thurmer	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Jack Matias Pierson	**Academic Excellence Online**	**6/2/2026**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 19, 2026

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Duluth MN 55811

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Brianna Rae Mitchell	**Academic Excellence Online**	**6/2/2026**

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Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Shannon Brown - Asst Supt Office

DATE: 5/26/2026

DATE NEEDED: ASAP

CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

Student Name	Date of Graduation	School	Return to
Faith Sandy Levings	6/3/2026	East High School	Jodi G.

ARROWHEAD ACADEMY
4849 Ivanhoe Street
Phone: (218) 336-8955 ~ Fax: (218) 336-8959

May 18th, 2026

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
Devon J. Hill	Arrowhead Academy	June 4th, 2026

Thank you

Jacob Hintsala
Principal

Duluth Public Schools
Every Student. Every Day.

Shannon Brown <shannon.brown@isd709.org>

Diploma Question

3 messages

Tracy Robertson <tracy.robertson@isd709.org> Mon, Jun 8, 2026 at 9:28 AM
To: Shannon Brown <shannon.brown@isd709.org>

Shannon,

Good morning! I am hoping you are here. If I need a diploma replacement for a just graduated last week graduate can you do that? If it needs to be altered? We have a parent who states that they put in all of the paperwork to have a name hyphenated with an extension.

It was Chloe Faith Brechtelsbauer, they want it to have - Niles at the end.

Chloe Faith Brechtelsbauer-Niles.

I am unable to get through to Josten's because of the technology issues. I also do not know how much longer they will be open to doing this.

Appreciatively,

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

Our Mission: Denfeld's **Spirit** creates a safe and welcoming environment that provides **Opportunities** for all. We **Achieve** academic success, build relationships, and show **Respect** for all, so our students can accomplish their dreams, contribute to their communities, and improve our world.

Our Vision: We will work with our communities to:
- Offer engaging and differentiated academics with multiple tiers of support
- Foster accountability through proactive and restorative systems
- Prioritize relationships through social and emotional learning



Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

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Shannon Brown <shannon.brown@isd709.org> Mon, Jun 8, 2026 at 9:37 AM
To: Tracy Robertson <tracy.robertson@isd709.org>

Hi Tracy,

Yes I can send this to the print shop. Is June 4, 2026 the graduation date?

Thanks!

Shannon
[Quoted text hidden]
--

Shannon Brown
Executive Assistant to the Assistant Superintendent
Department of Teaching, Learning and Equity
Duluth Public Schools, ISD 709
709 Portia Johnson DR Ste 108
Duluth, MN 55811
Email: shannon.brown@isd709.org
Phone: (218) 336-8739 Fax: (218) 336-8776

Tracy Robertson <tracy.robertson@isd709.org> Mon, Jun 8, 2026 at 9:50 AM
To: Shannon Brown <shannon.brown@isd709.org>

That is wonderful. Yes, June 4, 2026 is the date. Thank you so much!

Appreciatively,

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



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[Quoted text hidden]

June 8, 2026

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

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Orion Omdahl	**Duluth Public Schools**	**6/4/2026**
Trey Dougherty	**Duluth Public Schools**	**6/4/2026**
Cooper Milinkovich	**Duluth Public Schools**	**6/4/2026**
Kaiya Holz-Forsberg	**Duluth Public Schools**	**6/4/2026**
Nicolas D Dylla	**Duluth Public Schools**	**6/4/2026**

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

June 4, 2026

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

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NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Chantelle Isaacson	**Duluth Public Schools**	**6/4/2026**
Justin Carroll	**Duluth Public Schools**	**6/4/2026**
Kaylie MacDougall	**Duluth Public Schools**	**6/4/2026**
Eugene Owens	**Duluth Public Schools**	**6/4/2026**

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: 6/5/2026

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:

Trista Bailey

6/5/2026

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

PROGRAM

In order to preserve the dignity of this occasion, it is requested that no flash pictures be taken during the ceremony. Please hold all applause and actions that may distract from the ceremony until all students have received their diplomas.

Prelude.....Denfeld Orchestra

Processional, *"Pomp and Circumstance"*..... Edward Elgar

(Please remain seated during Processional)

Welcome.....Tom Tusken, Principal

Presentation of Colors.....Isaiah Tanui and Heidi Isaacson-Ridgley

National Anthem.....Performed by Natylee Anderson

(Please stand if you are able)

Welcome & Introduction of Guests.....Nissa Johnson

"Honor Song".....Cedar Creek Drummers

"A Recipe for Change".....Johanna Cummins, Senior Class Advisor

"Crowded Table".....Combined Choir, arr. by Andrea Ramsey

"The Beginning, Middle and End".....Kalista Davis

Presentation of Class & Comments.....Tom Tusken, Principal

Acceptance of Class & Comments.....John Magas, Superintendent of Schools

Awarding of Diplomas..... Tom Tusken, Principal
Joanna Sackette, Assistant Principal
Tanya Jackson, Assistant Principal
Johanna Cummins, Senior Class Advisor
Jessica Anderson, Dave Bergan, and Geri Saari, Counselors

Turning of the Tassel.....Timothy Grover

"Halls of Denfeld"..... Traditional

Chimes.....Andrew Engstrom

Recessional.....Denfeld Orchestra

(Please remain seated until all graduates have recessed.)

GRADUATES

Mirren Alyssum Bellarae Akins #
Tover John Alien
Ira Gerald Alves
Santino Theophile Martinez Amborn
Anthony J Amendola
Caleb Edwin Anderson #
Ema Marie Anderson #
Natylee Rose Anderson #
Xavier Kenneth Anderson
Layla Mae Armstrong
Dimas Alejandro Atkins Navarro
Isaiah Patrick Auger
Cory Burton Backstrom #
Elliott Everett Baker
Jenna Marie Bartness
Kennedee Becker
Lucille Clara Bell # @
Uriah Neveah Bell
Madison Darlene Bennett
Deon Bergner #
Akerionia Chantanise Blakely
Shante Ambrielle Blanchfield
Ryleigh James Blix
Lamontez Emari-James Boddy
Ryan James Bourdeau # @
Chloe Faith Brechtelsbauer #
Christopher Foster Bridges #
Lee Brooks
Miranda Marie Brouse
Antonio Vassel Brown
Kendra Jeen Brutger # @
Anja Mae Bucar #
Emily Anne Buchanan # @
Jack Thomas Bugbee
Mara Noelle Buhler #
Anna Marie Bunnell
Luke Kenneth Calles
Grady Maxwell Carlson
Nathaniel Owen Carr
Alexis Marie Carter #
Natalie Marie Carter
Luci Belle Chastey # @
Skylar Rose Childs-Stevens #
Thane Laughlin Cianni
Gabriel K Ciocarelli
Sur Temio Clemente
Jordyn Lea Clements
Daniel Wayne Coles
Jovanny Cruz Rodriguez
Ayden John Daniel #
Elliana Lynn Davis
Kalista Annie Lou Davis
Olivia May Davis
Thomas Bruno DeCambaliza #
Kayla Jania Nevaeh Derden
Daniel Ethan Dill
Izabella Marie DiMarco #
Haylee Jennifer Donahue
Liam Daniel Doyle #
Justin Phillip-Casper Dukart
Emory Maddox Dull
Orianna Audry-Marie Durm
Isabella Jis Dwinell #
Claire Kimberly Eider #
Samuel Stephan Eklund
Aina Marie Ellsworth
Aida Mae Engebretson
Trevor Lee Engstrom # @
Trey Daniel Ericksen #
Chase Robert Erickson
Cheyenne Cierra Erickson #
Trevor Thomas Erickson
Scarlett Fox Eugenis
Brooklynn Favell
Yasmine Favell
Mason Robert Feiro #
Allison Paige Finnelly
Ryder Joseph Flynn
Ahnika Danbee Fossum
Nathaniel Ivor Franik
Aidan Lorelai Franke #
Carson J Franzen
Abygail Louise Freberg
Adeline Grace French #
Latasaija Lynn Lee Marie Garner #
RaeAnn Marie Garthus
Clara A. Gebeck
Cesilia Amy Kristyne Giron
Harper Dorcas Lembe Godden #
MacKenzie Mary Maria Goodreau
Renee Madison Gould
Timothy Robert Grover # @
Kaylin Jayla Guan #
Kaylea Shea Guddeck #
Giana Elyse Halvorson
Haiden Cooper Hamilton
Peyton Louis Hanson #
Anastasia Francis Haugen #
Adeline Elizabeth Hendrickson #
Garry Brad Hendrickson #
Tie Elizabeth Hennessey #
Keegan Cyril Henrikson
Lily Diana Hill
Nathan Scott Hilleren #
Marshall A Hirman
Ileini Grace Hirt #
Jacob Reiner Hoch
Emma Christine Hollinday
Chace Isaak Horrocks
Hans Theodore Hovland
Lindsey Eleanor Hubert
Jessica Jo Hutton
Braelyn Ella-Raye Isaacson
Nolan Patrick Isaacson
Heidi Jo Lyn Isackson-Ridgley #
Sophia Iverson
Jasiah Jamal Jacobs
Evaya Lashelle Jeanette #
Leonard Patrick Jennings
Simone Renee Jimenez #
Caleb James Johnson
Dakota Sky Johnson
Nissa Audrey Johnson #
Siena Kirsten Johnson
Jarrett Bruce Johnson-Maki #
Kyler Alexander Karjala
Ezra Dagan Kesti
Cameron J Ketola #
James Arthur King
Mason Kingsley
Alina Gaolia Klund
Gabryella Kovach
Owen David Krall
Sophia Marie Kramer
Brenya Kuhne-Kean
Keisia LeeAnn Lamberton
Reece Alexander Lamphier #
Autumn M. Larsen
Cale Donald Larsen
Makayla Rose Lewis #
Lillian Gladys Lindblad
Madelyn Marie Lombardi # @
Saiya Akira-Kelis Long #
Kanoa Adon Lopez
Jayden Armani Love
Kaden James Luloff
Nyah Savannah Majchrzak
Tairell Dallas Manns
Kyra Leigh Matson #
Jack Robert McCorison
Elizabeth Carol McGovern
Saya Marie McNearney #
Andrew John Mellin
Alissa Grace Michelizzi
Ada Miletich
Dinero Rashaud Miller
Hailey Ann Miller
Kyjuan Norgo Miller
Noah Finneas Miller
Samantha Miller
Addison Joan Miner
Gabriel Ray Miner
Nicholas Fredrick Misuraco
Chloe AnnMarie Moe
Robert John Moorman
Dylan George Morgan
Jayden Andre Morgan
Nathan Charles Morinville
Shaun Myron Neadeau #
Kohlton Alan Nelson #
Ruth Miryam Nieznanski
Christopher Lee Oakgrove, Jr.
Bridger Noah Joshua Oestreich #
Gabrielle Crisamae Ojaniemi
Noble C Ojaniemi
Ila Mae Jean Olson #
Jeffery Lee Omundson-Sorenson
John Chika Onyemekeihia #
Hailey Nicole Osborne
Olivia Jean-Marie Ovind
Chase Nicholas Palmiotto
Scott Jacob Patterson
Shaeley Tanisha Pegg
Samauria Marie Perkins
Jazmin Peterson #
Caleb Joseph Pierson
Ksenija Pilipovic
Jeremiah W. Pond
Keturah Zipporah Pop
Alexander Steven Preisler #
Alexis Paulette Pueringer
Daniel Douglas Pueringer #
Henry Link Reichow
Justin Roy Reynolds
Samantha Ann Rick
Harper Kimberly Roberts
Sophie Lorraine Roberts #
Claire Kathleen Roufs # @
Anna Abbie Roux
Angel F Rowan
Alexia Dianne Ruuskanen
Joseph J Saice
Olivia Maelene Sanner
Ari Michael Sauer #
Josie Hope Saylor
Martin Gregory Schaefer
Geno Thomas Schultz
Emma Rose Schuyler #
Lorelie Diane Schwensohn
Kiercy Seehus
Cole Mason Shears
Angelina Joyce Simone #
Sarah Jean Slattery
Jakob Ryan Smith
Zachary Robert Snedker
Hayden John Soetebier
Brigid R Sowers #
De'Audrea A'Lena Spears-Lovelady #
Patti Digno Speer #
Sydney Raine Stark #
Jackson Martin Strader-Norbotten
Kristina Lynn Strand
Isabella Rose Swonger
Sha'rya M Tangen
Isaiah A Tanui
Dustin Daniel Tarver #
Julian Warren Taylor
Aryssa Joy Tedford
Brooke Ann Thompson
Sade Ilta Timo
Alexander John Udd
Asia Vigni
Peyton Jason Voeltz
Isak Carl John Waldner
Beaulah Walker
Summer Ann Walters
Domanic Raymond Warnecke #
McKenna Weber
Amelia Marie Wigren #
Alexis Melina Williams
Faith Marie Winter
Jayden Daniel Wise
William Oliver Wood #
Alexander Nathaniel Wright
Leo Michael Wright
Jayden Lawrence Wynn #
Toujer Alex Xiong
Junior Demond Young

LEGEND

Academic Letter # 4.0 GPA @

The Denfeld Staff Congratulates the Class of 2026

"You must find a way to get in the way and get in good trouble, necessary trouble. …
You have a moral obligation, a mission and a mandate, when you leave here, to go out and seek justice for all.
You can do it. You must do it."

- Rep. John Lewis

HALLS OF DENFELD
Alma Mater

Oh we love the halls of Denfeld that surround us here today
And we will not forget tho' we be near or far away.

To the hallowed halls of Denfeld every voice will bid farewell
And shimmer off in twilight like the old tower bell.

One day a hush will fall, the footsteps of us all,
Will echo down the hall and disappear.

But as we sadly start, our journeys far apart,
A part of every heart will linger here.

In the sacred halls of Denfeld where we lived and learned to know
That thru the years we'll see you in the sweet after glow.

SCHOOL BOARD

Jill Lofald, *Chair*
Rosie Loeffler-Kemp, *Vice Chair*
Kelly Durick Eder, *Treasurer*
Amber Sadowski, *Clerk*
Stephanie Williams
Henry Banks
Sarah Mikesell

Special thanks to the Denfeld Orchestra directed by Samantha Amys, the sound & light booth operators, clerical staff and custodial staff

COMMENCEMENT

Class of 2026

Denfeld Auditorium

Thursday, June 4, 2026

7:00 PM

"Take action. Every story you've ever connected with, every leader you've ever admired, every puny little thing that you've ever accomplished is the result of taking action. You have a choice. You can either be a passive victim of circumstance or you can be the active hero of your own life."
- Bradley Withford

Thomas W. Tyler 6-1-26

Bridge Program

Alexander Andersen
Eli Auger
Mikell Baker
Chance Carlson
Christian Holmes
Amerikiss Hunt
Liberty Hunt
Nina Koop
Sawyer Latvala
James Pfuhl
Jaylynn Reed
Angelina Stamps
Taylor Thompson
Winter Trepanier
Khoi Truong

Transition 12 Program

Tanis Halverson
Tashyna Holmes
Hannah Lamphier
Quin Nolan



DAE

Adult Diploma

Amber Anderson
Karrah Arnett
Ashley Asbury
Brandon Bacheldor
Jeanette Barber
Daezha (Ash) Bird
Donald Brewster
Harlen Brown III
Anthony Brown Jr.
Jamiee Cahoon
Kasia Coleman
Serenity Davis
Lilyana DeLuca
Cecilia Dockry
Anthony Elke
Colin Granem
James Harris
Michael Hendrickson Jr.
Latasha Hodges
Benjamin Jones Sr.
Olivia Jorgesen
Aaron Kingbird *
Breanna Larson
Bernitta Marlen
Ethan Polecheck
Cameron Richardson
Lindsey Schuh
Michael Shepard
RaeAnn Sojka
Kaitlyn Thompson
Kane Valine
Simon Walters
Bill Wright



GED

Grace Eggert *
Patrick Eddelston
Abigail Johnson
Travis Lenander
Cryssa Lightfeather
Gavin McKeever
Dalton Shaw
Isaiah Solomon
Peyton Tshilumba
Anthony Walsh
Marc Zuber

* denotes class speakers

ALC

High School Diploma

Bret Aili
Rose Alexander
Alyvia Baker
Cassidy Barber
Kennidee Becker
Aiden Bender
Isabella Bobrowski
Lamontez Boddy
Dariana Booker-Ellis
Tiegan Burch
Ellen Carlson
Justin Carroll
Zachary Clough
Calleigh Cooke
Jovanny Cruz Rodriguez
Ciara DelValley
Devin Dietrich
Trey Dougherty
Nicolas Dylla
Riley Engstrom
Xavier Ernst
Kennedy Fenhouse
Malea Fife
Morgan Franzen
Christina George
Helaina Glass
Auston Granholm
William Gunnarson *
Grant Hammer
Taylee Hanson
Yazmin Hill
Kaiya Holz-Forsberg
Chantelle Isaacson
Sophia Iverson
Jasiah Jacobs
Jacob Jatkola
Alexa Jeanetta
Anaira Kapsner
Candace King
Owen King
Reese Klein
Eden Koepke
Nathaniel Kopponen
Sophia Kramer
Sophia Lagergren
Cianah Lahren
Jade Laine
Mason Lamiao
Kadence Larson
Alexis Launderville
Jenna Levanen
Jessalyn Little
Owen Lobbestael
Arianna Loons
Myles Lytle
Kaylie MacDougall
Nyah Majchrzak
Sophia Majchrzak
Bayley McCauley
Danielle McKinley
Cooper Milinkovich
Samantha Miller
Mason Murrain *
Katelyn Neiding
Bailey Nelson
Kaleb Nelson
Dominic Nguyen
Gabriel Norstrom
Melodie Olson
Orion Omdahl
Emma Palma Baran
Shaeley Pegg
Norah Perry
Sylas Quade
Cyenna Quinn
Dannette Rajavouri
Aiden Robinson
Baylee Robinson
Jax Sabin
Haydon Schluessler
Kiercy Seehus
Winter Shelafoe
Nakia Shepersky
Hannah Siegle *
Kysa Simonson
Catherine Sitra
Nathaniel Solem
Devin Sondreson
Quintin Spohn-Stai
Keeley St. Germaine
Serentiy Sterling
Jeremiah Stewart *
Carolanne Sundeen *
Aaliyah Tadevich
Julian Taylor
Keagan Taylor
Myaiana Taylor *
Jada Thompson
Ayden Thornton
Jeramiah Tryon
Wyatt Walters
Madeline Walters
Hana Wazwaz
Xzavior White
Madeline Williams
Jayla Wilson
Joseph Wise
Brad Young



AEO

High School Diploma

La'Dainian Bowman
Gia ChargingHawk
Danielle Brown
Shauna Chemotti
Madigan Davis-Vitiritto
Milla Kempton
Taegen Kendrick
Matthew Offersen
Jack Pierson
Addison Thurmer
Jake Valentine

* denotes class speakers

Order of Ceremony

Processional ..... *"Pomp and Circumstance"*
Edward Elgar

Welcome..... Kate Dean
Student Government Co-President

Presentation of the Colors..... Civil Air Patrol, Duluth Composite Squadron
Escorted by our EHS Enlisted Seniors

Star Spangled Banner by Francis Scott Key..... East Symphony Orchestra
Byron Klimek, Maestro

Honor Song..... Mike Kesner, Sky Nation

Alma Mater..... East A'Cappella Choir
Paul Christenson, Conductor

"Andante festivo" by Jean Sibelius ..... East Symphony Orchestra
Byron Klimek, Maestro

The Changing Path Ahead..... Katherine Kehtel, Class Speaker 26'

"For Good" arrangement by Tim Brent..... East A'Cappella Choir
Paul Christenson, Conductor

Minutes to Say Goodbye..... Julia Davis, Class Speaker 26'

Presentation of the Class of 2026..... Kelly Flohaug, Principal

Acceptance of the Class of 2026..... John Magas, Superintendent

Awarding of Diplomas..... Kelly Flohaug, Principal

Class Response..... Alexa Gunderson
Student Government Co-President

Recessional..... *"Abduction from Seraglio"*
East Symphony Orchestra

GRADUATES

East High Scholars: *A GPA of 3.6 and above (Grey Tassel), ** Cumulative 4.0 GPA (Silver Medallion),
† Member of the National Honor Society (White Service Cord), "East Service Cord (Grey Honor Cord), ~ Military Enlistment (Red, White, Blue Honor Cord)

Lucy Nelson Albee † *
Finley Rogue Amundson *
Hope Marie Anderson " *
Olivia Hyacinth Anderson " † *
Marccus James Anttila † *
Lillianna Mae Archibald
Brandon T Armstrong
Tyler Ray Arnold
Carolina Roxanne Arvold † * **
Wyatt Dale Ascheman *
Owen Paxton Atkinson
Carlie Faith Avey
Acorn Young BaeHurst
Rayne Corwin Barbo Pederson
Elora M Barman
Krish Kumar Bastin
Gabrielle Violet Bauers " † * **
Camilla Elisabeth Beaster " † *
Jack William Bell
Jenna Lynn Bell
Margaret Helen Bellehumeur *
Vivienne Marie Benson " *
Elisabeth Clairmont Bergan *
Jace Gunner Berntson
Clara Jean Birch *
Samuel Milan Bird ~ * **
Avery Isabelle Black "
Jack Robert Blackwell
Madison Lynn Blais
Owen Blascyk † * **
Landon Scott Blomquist
Cade Burton Bober "
Sonya Laurel Bombardieri
Stella Bone
Truid Alan Thomas Borman
Elizabeth Lynn Borowicz
Elijah Reece Bounsall
Lucas N Bowen Bradt
LaDainian Joseph Bowman
Sam Arrlynn Breeuwer *
Lyssa Susan Breiland
Alexander Fredrick Briggs ~
Keaten Emerson Bringe
Mandy Lynn Brisson " *
Jacqueline Elaina Brock † *
Lily Marie Bruno † *
Gillian Leigh Budisalovich *
Breck Michael Burns *
Mason Michael Burns
Oliviah Eve Butler
Kyanna Byant
Sephrya Jean Caine " *
Ofelia Rayne Campbell " † *
August Andrew Capps " † * **
Anthony Scott Carlson " † *
Nevaeh Shari Carlson **
Liam Donald Ceynowa
Charles Peter Chapman
Gia Ne'Vae ChargingHawk
David James Ching *
Ethan Matthew Christensen
Sally Ann Churchill ~
Isaac Lewis Clark † *
LaKendra Denise Clingerman
Quentin Dakota Cloutier
Isabel Ann Cochran
Avery Michael Collins
Sophia Rose Consie *
Blake Allen Cooke † * **
Ayla Fleur Cragin "
Carly Riana Davis
Julia Grace Davis " *
Raeyana Angel Davis
Madigan Davis-Vitiritto
Jasmine Faith Dean "
Kate Noelle Dean " † * **
Sophia Maria DeAnda " † *
Han Delaini
Zaida Shea Devlin
Hunter Daniel Dexter
Audrey Elizabeth Dick
Lauren Lesliegh Dinehart "
Jacob King Downs
Olivia Lynn Drozdowski *
Huxlee James Dunaiski
Roman Philip Durand " † *
Rosaleah May Eastvold " † *
Caroline Adalene Gile Eaton
Lydia Grace Eaton † * **
Maxwell Michael Edmunds *
Tony Ethan Elliott
Thomas A Engebretson
Kadence Rose Engen
Ashton Michael Enroth
Anja Maki Erickson " † *
Luisa Lourdes Erickson " † *
Motts Oliver Erickson " † *
Grant K Faherty *
Cierra Rose Ferrazzi
Jocelyn Elizabeth Filiatrault "
Max Bode Fisher " *
Rowan Jeffrey Fitzpatrick
Cameron John Fleming
Noah Conrad Fleming
Jordin Rae Flohaug " † *
Lundin Dean Flohaug
Trenton Don Foley
Bennett Jonathon Forsman * **
Cailey Marie Fox ~
Grace Jolyssa Frantz "
Bailey Rose Frederick
Abigail Claire Froehle † * **
Ella Jo Gaffey
Noah Zoran Gamache
Romie Ann Gange "
Ella Braun Gardner † *
Mason Domingo Garza-Homick
Analise Irene George ~
Thomas Liam Gillman " *
Eve Audren Goei † * **
Mark Zimmer Goettel * **
Elizabeth Marie Goggleye
Brody Adam Goldsworthy *
Calvin Joseph Goman
Isabelle Jo Goranson *
Anna Elizabeth Greminger * **
Gaven Reilly Greshowak *
Clara J Gross
Reagan Marie Grotte
Emma June Guenther † *
Zyair Lee Petonquot Guinn
Alexa Renee Gunderson " † * **
Joseph Donald Gustafson " † * **
Kylin Hahn
Madeline Joy Hall " † *
Holly R Hallstrom
Marley Judith Hanggi " *
Peyton Nuorala Hansen
Colton Ray Hanson
Greta Maren Harrison *
William Lee Hassebrock
Tyler Carl Hawkins
Ava Jane Hehir
Sjoren Eric Helland
Lily Rose Hendrickson
Wayne Robert Hendrickson
Russell Wayne Hill † * **
Aidan Robert Hoeschen Ehrbright *
Arlo Grace Hoffman * **
Brooke Elizabeth Holappa " † * **
Anya Rae Holmstrom " † *
Ella G Holsinger " † * **
Olivia Devin Holte
Helen M Hudec
Sasha Elise Hudyma
Mason Goodrie Hughes
Kenna Catherine Huot † *
Ruka Lakai Jager
Josephine Kaye Jansen " *
Alexa Rose Jeanetta
Arrick Juan Jensen
Kyle William Jensen ~
Faryn Evonne Johnson " † *
Kaiya Mae Johnson *
Kole Todd Johnson
Margaret Beatrice Johnson " † * **
Matilda Mihaly Johnson * **
Mya Jane Johnson " * **
Ruslan Alden Johnson
William Lee Johnson † *
Dale Edward Johnston
Sadie Mae Kaski
Keira Mikayla Kaylor † *
Katherine Galarowicz Kehtel " *
Brianna Jean Kempf † *
Sofia Choi Kent
Eugene C Kim "
Carmelle Rose Klein
Tyler Jacob Klosowski
Kate Barbara Knettel " † *
Gray Thomas Knutson
Cordelia Anne Kochmann " † * **
Madelyn Eileen Koewler " † *
Jacob Michael Kuklock *
Michael Everett Kuzmuk
Tess Elizabeth LaCaille " † * **
Ruby Claire Landry " † *
David John Lane "
Theodin Andrew Larson *
Phoebe M Leege " † *
Ruby Linda Leeper *
Faith Sandy Levings † *
Kingston Lew " ~
Cole Daniel Licari *
Emma Laine Lieberz
Amara Blu Lien "
Gabriel Charles Logan
Cooper Adam Richard Long
Hannah Elizabeth Loraas *
Gage Lowe
Eliza Nicole Lundberg " *
Maisie Charloette Lundstrom
Van Kenneth Gene Luoma
Jasper Kathryn Mahagnoul
Nora Hazel Manchester "
Harrison Layne Mandelin
Alaina Jean Martin *
Michael Joseph Martin † * **
Ian Michael McCabe
Callie Mae McCall " *
Jayla Helen McClarey
Ainsley Quinn McCollough
Adreanah K Mceachern
Aurora K McEwen-Updegrove † * **
Kellen N McIntosh † * **
Luke Wallace McKnab
Casey James McLaughlin
Corieann Morgan Mclaughlin "
John J McManus
Brennan Timothy McShane "
Lilliana Christine Meland
Ava Adelle Mershart " † *
Emily Paige Mertz
Colette Abigail Miatke " *
Wyatt Lambert Michela
Austin Thomas Mickendrow *
Brody Dennis Mitchell ~ *
Mason John Mitchell
Ryan George Mittlefehldt *
Colbin Patrick Moen
Sophia Elizabeth Kaelee Mohler
Logan Michael Monette
Raleon D Moore ~
Ian Alexander Kurth Mulcahy
Dominic K Nagle
Carlee Morgan Naus " *
James Jennings Nelson ~
John Warren Nelson
Norman David Nelson " † * **
Alexandra Anne Nephew "
James Olav Ness
Tommy Mackinnley Newsom
Connor Michael Nilsson *
Lexi Rose Novitzki " *
Ty E Nyberg
Nolan Robert Nygaard *
Matthew Ryan Offersen
Kyra Makenna Oswald " *
Ceili Margaret Otis
Lilly May Palmer
Cleo Morgan Patterson " *
Zachariah Brubeck Patterson *
Jessica Alene Paulson "
Landon John Pearce
Leif Monte Pearson
Hadin Lee Perkins ~
Norah Catherine Perry
Keegan Franklin Persons † * **
Alexis Jordyn Peters
Bella Rose Peterson
Jack Matias Pierson
Benjamin Lukas Pilate " ~ † * **
Cason Pitrago
Ebbin Tate Pohanka
Stella Grace Powell " † * **
Lauren Kathleen Pozniak "
Charlotte Grace Priest " † *
Isabella Grace Priley
Marley Lynn Prochnow
Radek Royce Prochnow
Judy Jingjing Qi " † * **
August Gabbro Qson † * **
Collin Lloyd Rahja
Evie Lynn Raisanen
Lars Hugo Raisanen
Gavin Henry Reller "
Kelton Cedar Rhodes *
Henry David Riddle
Signe Lillian Ridenour † * **
Charlotte Marie Riesland
Alexis Marie Ringsred
Faith E Rock
Jose Delfino Rodrigue z-Hernandez *
Carly Ann Romano " † *
Noah Thomas Rose
Tuuli Esteri Rova " *
Leah Marie Running
Olivia Josephine Saamanen " † * **
Annika Lea Saur " † * **
Hayden Isabella Schaefer
Isabella Rose Schinigoi
Helen Kathleen Lahti Schlotec
William Wellstone Schooler *
Syanna Maria Scruggs *
Jaelyn Christine Severson-Otto
William Arden Shanks
Althea Cecilia Sharland † * **
Lucy Josephine Sharpe *
Trajan Capronno Signorelli " *
Evelyn Rose Simonson
Kamora Leigh Sims "
Madeline Elizabeth Singer *
Mason Timothy Slattery
Dominic Robert Merrill Smith
Maizy Mae Smith
Ripley Jane Smith † * **
Stella Mae Smith *
Isaac Anton Smude
Blake Matthew Sorenson
Henrik Peter Spenningsby *
Jackson Charles Spoden
Roman Marcus Steele
Jaydin Scott Stephenson ~
Katarina Bonnie Sternberg
Emma Rose Strauss
River Lee Strom
Thomas Andrew Strom *
Roland Campbell Struckman
Nicolas Heinrich Stuecher Cabeza
Gabriel Lyle Sundquist
Nyssa Clare Switzer
Jason Eugene Tankersley
Amelia Grace Tetreault " † *
Maeve I Thompson
Noah Matthew Thompson
Benjamin James Thorson
Dominic Michael Tommaro
Mia Simone Torch " *
Cian M Trok
Haili Louise Truitt † *
Parker William Tryon
Jake Connor Valentine
Zachary Eli Vallie ~
Ava Marie Viele " *
Adrien Aaron Viergutz
Jonathan Eric Viken † * **
Lillian Elizabeth Volkmann
Adelaide Elizabeth Von Rabenau
Ayan James Vosburgh
Matthew William Waltz
Alina Rebecca Wangerin "
Michael S Wantaja
Lucas Allen Uldbjerg Warren " † * **
Malachi Blaize Washington
Mannix Sean Weiland *
Maeva Francine Weizel
Mackenzie Jean Werner "
Alaina Marie Westholm " † *
Randel Shaun White
Grace Genevieve Wightman "
Madeline Lawler Grunseth Williams
Mason Rolland Williams
Abbie Sue Winchell *
Peter I Wood
Taylor Annie Wood † *
Casper Johann Wronka
Madeline Ann Yapel † *
Adilyn HyunSoo Yoon " † *
Joseph Matthew Zelen * **
Spring Evaril Zimmerman
Xander Christopher Zuech

DULUTH SCHOOL BOARD MEMBERS

Ms. Kelly Durick Eder, Chair
Ms. Jill Lofald
Mr. Henry Banks
Ms. Rosie Loeffler-Kemp
Ms. Sarah Mikesell
Ms. Amber Sadowski
Ms. Stephanie Williams

SUPERINTENDENT

Mr. John Magas

ASSISTANT SUPERINTENDENT

Mr. Anthony Bonds

PRINCIPAL

Mr. Kelly Flohaug

ASSISTANT PRINCIPALS

Mr. Jon Flaa
Mr. Kyle Rock

ACTIVITIES DIRECTOR

Mr. Bill Zwak

The Class of 2026 numbers 362 graduates.



EAST HIGH SCHOOL SONG
"The Birchen"

East High Rah Rah Rah
With a Sis- Boom- Bah!!
At Our Games United Are We
Brave And Strong We Promise To Be
We Are Sure To Win
Once We Do Begin
E-A-S-T Rah Rah For Dear Old East!!

Dear East Senior High
Let Your Banners Fly
To Our Colors True We Will Be
And We'll Head To Our Victory!!
Come On Red And Grey
Take Our Game Away
E-A-S-T Rah Rah For Dear Old East!!

Betty Marciniak-Ahrendt

East High School
Class of 2026

Ceremony of Commencement



Wednesday, June 3, 2026
Amsoil Arena - DECC



533 WELLNESS

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote all students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

A. <u>Nutrition Promotion and Education</u>

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. Offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. Part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testings, and field trips.

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

3. Farm to School Program

a. Farm to School programs enhance the nutritional and educational experience of school children by providing:

1) Nutritious, locally grown food as a part of the school food program to expose students to a variety of fresh food while supporting local farmers, when available and fiscally responsible to do so. That exposure might be a part of the meal itself or a sample the program is highlighting; and

2) Opportunities for educational experiences in classrooms, school gardens and/or at community gardens and local farms to learn about the origins of their food and how their food is grown.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching televisions or electronics screens;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

4. The school district will encourage Safe Routes to School based on age appropriate standards for students living within certain distances of the school.

5. Schools are encouraged to promote and support active transportation to schools including participating in Safe Routes to School programming and activities. Schools are to provide active transportation safety education as required by state law.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

5. The school district will include information about the free and reduced educational benefits in it's back to school packets, and on it's website.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.

4. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

5. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals. In addition, all students will be fed breakfast and lunch regardless of their lunch balances. Students are never stigmatized about negative lunch balances.

6. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks as well as free drinking water available during meals.

7. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

8. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods sold during the school day (defined as midnight before school starts and 30 minutes after the end of the official school day) will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. The Smart Snacks regulation does not have an impact on the culinary education programs curriculum, nor do they have any impact on food sold to adults at any time or to students outside of the school day. However, nutrition standards do apply to all foods sold to students on the school campus during

the school day, including food prepared and sold by the culinary education programs.

4. Caffeinated beverages will comply with the Smart Snack regulations by age group and will only be available in the high schools.

5. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

6. Here is a link to the Smart Snack calculator to determine which foods fit into the criteria and are allowed during the school day.

   https://foodplanner.healthiergeneration.org/calculator/

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

   a. Celebrations and parties. Classroom parties where snacks are brought in by families must come from an accredited source (a store or restaurant) and can not be homemade in a family's kitchen. For this special event, the product does not have to be Smart Snack qualified. The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment. This means that pizza parties and special rewards (frozen novelties) are not to be used for rewarding academic performance.

   a. Non food rewards can be substituted in this scenario and ideas can be found by following this link.

3. Fundraising during the school day must adhere to the Smart Snack rules. Fundraising after the school day and outside of the school does not. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

C. Employee Wellness

1. The school district will make efforts to promote employee wellness.

   a. Safety committees are formed at each school and meet regularly.

   b. Employees are widely involved in the emergency/disaster planning committees.

   c. There is an annual wellness fair curtailed to employees with various booths and information available.

   d. The employee assistance program is maintained and available to all employees and their families.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

   a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

   b. the extent to which the school district's wellness policy compares to model local wellness policies; and

   c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator or designee will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Cross References: MSBA/MASA Model Policy 534 (School Meals Policy)

Resources: Minnesota Department of Education, https://education.mn.gov/mde/index.htm
Minnesota Department of Health, www.health.state.mn.us
St. Louis County Public Health
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Replacing: Policy 6300
Second Reading: 6/20/2017
Adopted: 7/18/2017 ISD 709
First Reading: 6/16/2026
Second Reading:

533 WELLNESS

I. PURPOSE

~~The purpose of this policy is to assure a school environment that promotes and protects all students' health, well-being, and ability to learn by supporting healthy eating and physical activity.~~

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote all students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. ~~Because all~~ ~~c~~Children need access to healthy foods and opportunities to be physically active in order to grow, ~~the school district will provide an optimal~~ learn~~ing environment whereby:~~ and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity ~~and diverse needs~~ of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. ~~o~~Offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. ~~p~~Part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. ~~e~~Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testings, and field trips. ~~educational experiences~~

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

3. Farm to School Program

a. Farm to School programs enhance the nutritional and educational experience of school children by providing:

1) Nutritious, locally grown food as a part of the school food program to expose students to a variety of fresh food while supporting local farmers, when available and fiscally responsible to do so. That exposure might be a part of the meal itself or a sample the program is highlighting; and

2) Opportunities for educational experiences in classrooms, school gardens and/or at community gardens and local farms to learn about the origins of their food and how their food is grown. ~~These experiences serve as an interdisciplinary teaching tool to influence student food choices and lifelong healthy eating habits.~~

~~b. Farm to School programs provide students with the opportunity to eat healthy, locally grown foods and be exposed to a variety of fresh produce that reflects the ethnic and cultural diversity of the student population. The school district will support the development of Farm to School programs to help students eat more nutritious foods and promote healthier lifelong eating patterns; support the local economy and local farmers; and teach students about the origins of their foods and how their food is grown.~~

~~c. Farm to School Programs will adhere to the recommended USDA Sanitation and Safety guidelines of Traceability of Fresh Produce from local farmers and school gardens. This process includes but is not limited to a review of Good Agricultural Practices (GAPs) and Good Handling Practices (GHPs). Farm to School items served in the Cafeteria, the Child Nutrition Department will maintain traceability records from the source of the product through the serving of the product. This documentation will include information on suppliers including local farms, purchasing records, and the specific source of the product.~~

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching televisions or electronics screens;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

~~4. Schools will limit withholding physical activity and recess as a behavioral consequence.~~

~~5. Schools will proactively teach and encourage positive recess behavior and indoor active recess throughout the school year.~~

~~6. Extended periods (i.e., periods of two or more hours of inactivity) are discouraged. When activities, such as school-wide testing, making necessary for students to remain indoors for long periods of time, students will be given periodic breaks (before, during, and after) during which they are encouraged to stand and be moderately active.~~

~~7~~4. The school district will encourage Safe Routes to School ~~walking and biking to and from school~~ based on age appropriate standards for students living within certain distances of the school.

5. Schools are encouraged to promote and support active transportation to schools including participating in Safe Routes to School programming and activities. Schools are to provide active transportation safety education as required by state law.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

~~3~~4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

5. The school district will include information about the free and reduced educational benefits in it's back to school packets, and on it's website.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural ~~and diverse~~ diversity ~~needs~~ of the student body in meal planning.

~~4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.~~

~~5~~4. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

~~6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.~~

~~7~~5. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible

for free and reduced-price school meals. In addition, all students will be fed breakfast and lunch regardless of their lunch balances. Students are never stigmatized about negative lunch balances.

~~8~~6. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks as well as free drinking water available during meals.

~~9~~7. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

~~10~~8. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods sold during the school day (defined as midnight before school starts and 30 minutes after the end of the official school day) will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards~~, at a minimum~~. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. The Smart Snacks regulation does not have an impact on the culinary education programs curriculum, nor do they have any impact on food sold to adults at any time or to students outside of the school day. However, nutrition standards do apply to all foods sold to students on the school campus during the school day, including food prepared and sold by the culinary education programs.

4. Caffeinated beverages will comply with the Smart Snack regulations by age group and will only be available in the high schools.

~~3~~5. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

6. Here is a link to the Smart Snack calculator to determine which foods fit into the criteria and are allowed during the school day.

https://foodplanner.healthiergeneration.org/calculator/

D. Other Foods and Beverages Made Available to Students

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

   a. Celebrations and parties. Classroom parties where snacks are brought in by families must come from an accredited source (a store or restaurant) and can not be homemade in a family's kitchen. For this special event, the product does not have to be Smart Snack qualified. ~~A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.).~~ The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.

   ~~b. Classroom snacks brought by parents to be distributed to the class. A snack is food eaten between usual meals to supplement the nutritional needs of student intended to make a positive contribution to the child's health and diet. The school district will provide parents to families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.~~

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment. This means that pizza parties and special rewards (frozen novelties) are not to be used for rewarding academic performance.

   a. Non food rewards can be substituted in this scenario and ideas can be found by following this link.

3. Fundraising during the school day must adhere to the Smart Snack rules. Fundraising after the school day and outside of the school does not. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas. ~~Foods and beverages sold as fundraisers during the school day must comply with standards listed in C1 and C2. No restrictions are placed on the sale of food/beverage items sold outside of the school day.~~

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

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b. Employees are widely involved in the emergency/disaster planning committees.

c. There is an annual wellness fair curtailed to employees with various booths and information available.

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A. Implementation and Publication

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1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

b. the extent to which the school district's wellness policy compares to model local wellness policies; and

c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator or designee will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act ~~of 1966~~)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Cross References: MSBA/MASA Model Policy 534 (School Meals Policy)

~~Local~~ Resources: Minnesota Department of Education, ~~www.education.state.mn.us~~ https://education.mn.gov/mde/index.htm
Minnesota Department of Health, www.health.state.mn.us
St. Louis County Public Health
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Replacing: Policy 6300
Second Reading: 6/20/2017
Adopted: **7/18/2017 ISD 709**
First Reading:

721 PROCUREMENT POLICY

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold of $25,000.

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

The superintendent and/or Executive Director of Business Services, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy.

Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

1. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

2. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

   a. Superintendent: Up to $100,000

   b. Executive Director of Business Services: Up to $100,000

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

    a. a complete, adequate, and realistic specification or purchase description is available;

    b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

    c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;
2. Advisory councils;
3. Audit costs and related services;
4. Bonding costs;
5. Compensation - personal services;
6. Compensation – fringe benefits;
7. Conferences;
8. Contingency provisions;
9. Depreciation;
10. Employee health and welfare costs;
11. Equipment and other capital expenditures;
12. Gains and losses on disposition of depreciable assets;
13. Insurance and indemnification;
14. Intellectual property;
15. Maintenance and repair costs;
16. Materials and supplies costs, including costs of computing devices;
17. Memberships, subscriptions, and professional activity costs;
18. Organization costs;
19. Participant costs;
20. Plant and security costs;
21. Pre-award costs;
22. Professional service costs;
23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to

track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district’s written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

X. SUBRECIPIENT MONITORING

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a

potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

   a. Required information includes:

      (1) Federal award identification

         i. Subrecipient's name (must match the name associated with its unique entity identifier);

         ii. Subrecipient's unique entity identifier;

         iii. Federal Award Identification Number (FAIN);

         iv. Federal Award Date;

         v. Subaward Period of Performance Start and End Date;

         vi. Subaward Budget Period Start and End Date;

         vii. Amount of Federal Funds Obligated in the subaward;

         viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

         ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

         x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

         xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

         xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

         xiii. Identification of whether the federal award is for research and development; and

         xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

      (2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

   a. The subrecipient's prior experience with the same or similar subawards;

   b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

   c. Whether the subrecipient has new personnel or new or substantially changed systems; and

   d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

   a. Review financial and performance reports.

   b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant

developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

   a. Providing subrecipients with training and technical assistance on program-related matters;

   b. Performing site visits to review the subrecipient's program operations; and

   c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or

apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References:
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)
2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)

2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources: Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)
U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

Replacing: 3041, 3041R
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721 PROCUREMENT POLICY

[NOTE: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations, part 200, to have the policies that establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs ($250,000) and micro-purchases ($10,000). In addition, school districts must comply with Minnesota laws on procurement.]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[NOTE: All requirements outlined in this policy apply to both direct grants and state-administered grants.]

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold of $25,000 ~~(generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations, subpart 2.1 or as periodically adjusted for inflation).~~

[NOTE: Minnesota school districts may choose to increase their federal micro-purchase threshold to $25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold. The annual certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations, section 200.520 for the most recent audit; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

[NOTE: Despite the federal government's increase in the dollar cap for small purchases to $250,000, Minnesota Statutes, section 471.345 limits the cap for small purchase procedures to $175,000.]

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

[NOTE: Article IV. on Conflict of Interest has been moved to Article XI. to create a seamless set of Articles regarding procurement.]

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine

the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

The superintendent and/or Executive Director of Business Services, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy.

Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

1. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

2. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

   a. Superintendent: Up to $100,000

   b. Executive Director of Business Services: Up to $100,000

   [NOTE: The school board has the authority to determine whether to adopt Subparagraph H.2. In addition, the board may determine the employees to be included and the expenditure amounts to be authorized.]

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

   a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

   b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

[NOTE: Thresholds are now set in Article IV.H above.]

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

[NOTE: See 2 Code of Federal Regulations, section 200.303, which establishes internal controls that the school district must implement.]

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller

General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;

2. Advisory councils;

3. Audit costs and related services;

4. Bonding costs;

5. Compensation - personal services;

6. Compensation – fringe benefits;

7. Conferences;

8. Contingency provisions;

9. Depreciation;

10. Employee health and welfare costs;

11. Equipment and other capital expenditures;

12. Gains and losses on disposition of depreciable assets;

13. Insurance and indemnification;

14. Intellectual property;

15. Maintenance and repair costs;

16. Materials and supplies costs, including costs of computing devices;

17. Memberships, subscriptions, and professional activity costs;

18. Organization costs;

19. Participant costs;

20. Plant and security costs;

21. Pre-award costs;

22. Professional service costs;

23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district’s written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

[NOTE: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations, section 200.208 (Specific Conditions).

If the DOE or MDE determines that noncompliance cannot be remedied by imposing specific conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: (1) Temporarily withhold payments until the school district takes corrective action;; (2) Disallow (that is, deny both use of funds and any applicable matching credit for) costs for all or part of the activity associated with the noncompliance; (3) Wholly or partly suspend or terminate the federal award; (4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations, part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); (5) Withhold further federal awards (new awards or continuation funding) for the project or program; and/or (6) Take other remedies that may be legally available.]

X. SUBRECIPIENT MONITORING

[NOTE: MDE auditors have stated that subrecipient monitoring must be covered in policy.]

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

    a. Required information includes:

        (1) Federal award identification

            i. Subrecipient's name (must match the name associated with its unique entity identifier);

            ii. Subrecipient's unique entity identifier;

            iii. Federal Award Identification Number (FAIN);

            iv. Federal Award Date;

            v. Subaward Period of Performance Start and End Date;

            vi. Subaward Budget Period Start and End Date;

            vii. Amount of Federal Funds Obligated in the subaward;

            viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

            ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

            x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

            xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

            xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

            xiii. Identification of whether the federal award is for research and development; and

            xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

(2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

   a. The subrecipient's prior experience with the same or similar subawards;

   b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

   c. Whether the subrecipient has new personnel or new or substantially changed systems; and

   d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

   a. Review financial and performance reports.

   b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward,

other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

   a. Providing subrecipients with training and technical assistance on program-related matters;

   b. Performing site visits to review the subrecipient's program operations; and

   c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

[Note: The Minnesota Department of Education confirmed that the "written standards of conduct" required under 2 Code of Federal Regulations, section 200.318(c)(1) may appear in this policy, another policy and/or in an employee handbook. School boards may decide whether to adopt this section or address written standards of conduct elsewhere.]

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References:
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)

2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources: Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)

U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents/guardians and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.

B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.

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

IV. RESPONSIBILITY

A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.

B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

V. VISITOR LIMITATIONS

A. Third party access to school sites will not be allowed without prior authority. The site administrator shall not permit third party access to the school site that would cause disruption to the learning environment.

B. School personnel must contact the District Office immediately if approached by immigration law enforcement agents. District administrators must also attempt to contact the parents or guardians of any student involved.

C. Staff will process requests by unauthorized visitors. The request will include:

1. Request identification including badges, ids, contact information and place of work. Document and photocopy information received;

2. Request official documentation of the purpose of visit. This may include a judicial warrant or court order. Documents will be photocopied;

3. Request and retain notes of the names of the students and the reasons for the requests;

4. Contact students' parents or guardians, and do not provide information or conjecture about the students such as their schedule or behavior;

5. If a visitor has questions, provide a copy of this policy;

D. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.

E. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:

1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or

2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.

3. if unattended, attach an immobilization device to the vehicle, at the expense of the owner or operator.

F. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

VI. VOLUNTEERS

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

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

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

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

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

E. Volunteers must follow visitor procedures in section V.

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

G. Volunteers should be supervised by professional staff who remain present at all times when volunteers work with students. Unsupervised volunteers must have a current background check on file with the district office.

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

Cross References: None

Replacing: Policy 1080, 6025
First Reading: 06.16.2026
Second Reading:

*Adopted:*_____ *MSBA/MASA Model Policy 903*
Orig. 1995
*Revised:*_____ *Rev. 2026*

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E. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements ~~which are an addendum to this policy or as otherwise specifically~~ authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:

1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or

2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.

3. if unattended, attach an immobilization device to the vehicle, at the expense of the owner or operator.

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

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.

5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents/guardians to become more familiar with school activities and/or operations.

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

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

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

E. Volunteers must follow visitor procedures in section V.

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

G. Volunteers should be supervised by professional staff who remain present at all times when volunteers work with students. Unsupervised volunteers must have a current background check on file with the district office.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
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Minn. Stat. § 609.605, Subd. 4 (Trespass)

Cross References: None

Replacing: Policy 1080, 6025
First Reading:
Adopted:

307 CONFLICTS OF INTEREST AND FIDUCIARY DUTY

I. PURPOSE

The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals the Board of Directors adopts policies related to conflicts of interest and fiduciary duty for all officials and employees whether elected or appointed, paid or unpaid.

The purpose of this policy is to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interest of the Duluth Public Schools and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Duluth Public Schools.

II. GENERAL STATEMENT OF POLICY

A. This policy establishes minimum standards of conduct for public officials, employees, contractors, council and advisory council members, site-based council members, and other district personnel. Failure to meet these standards shall subject the actor to disciplinary action.

B. The employee manual will contain information on this policy. New employees will receive information on this policy during the onboarding process.

C. The Duluth Public Schools contract template will require all contractors to review and abide by this policy. The policy will be available on the District's website.

D. Responsibilities of Public Office

Public officials and employees are agents of public purpose and hold office for the benefit of the public. Their conduct in both their official and private affairs should be above reproach. They must avoid misconduct and are bound to:

1. uphold the Constitution of the United States and the Constitution of this State;

2. carry out impartially the laws of the nation, state, and school district; and

3. discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern.

E. Dedicated Service and Fiduciary Duty

1. Appointed officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

2. Public officials and employees and other district personnel may not exceed their authority or break the law or ask others to do so, and they should work

in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

3. Public officials and employees and other district personnel shall not disclose any confidential or private, nonpublic, educational or employee data during their term of appointment, election or employment and shall likewise refrain from disclosing any private educational or employee data after their term of election or appointment, or employment has ended unless permitted by law.

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5. Public officials and employees shall manage the assets both real and personal of the district with highest integrity, and exercise any discretionary powers they may have for the benefit of the District with the care a reasonably prudent person would do.

F. Fair and Equal Treatment

1. No public official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

2. Schools, programs and departments may enter into partnerships with corporate or business citizens to promote civic engagement, sponsorship of district activities or support of academic programs. Such partnerships shall not imply preference or endorsement of or for the services or products of those corporate or business partners. Any such partnerships are subject to the terms of this policy.

G. Conflicts of Interest

1. No public official or employee shall engage in any business or transaction or shall have a financial or personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.

2. "Personal interest" may be defined as an interest arising from:

a) blood or marriage relationships;

b) domestic partnerships;

c) status of dependent of the person;

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e) close business or political associates.

3. Conflicts of interest include but are not limited to:

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e) Participation in transactions as a public representative with a business entity in which the public official or employee has a direct or indirect financial or other personal interest.

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g) Entry by the district into contracts or other conduct of business for profit with a business in which a public official or employee has substantial or controlling interest, when the public official or employee can influence such contract or business because of his or her public position.

H. Use of Position for Influence

1. Recommendations

a) School personnel shall not make recommendations for a provider of professional services. School personnel may be asked by parents to recommend providers; this is particularly true of health care staff, who may be asked to recommend a physician, a dentist, or an optometrist. School personnel shall not make such recommendations.

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III. APPLICABILITY

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A. All employees, contractors, public officials or council members have a duty and obligation to report what they believe to be a violation of this policy as soon as possible.

B. The report must be made to their supervisor or manager of the department or building concerned.

C. In those instances in which the immediate supervisor is involved in the alleged violation, the report should be made to the person at the next highest supervisory level.

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A. Suspected violations submitted in good faith and in an appropriate manner, whether or not further investigation substantiates the claim, will be free from retaliation in any form. The identity of complainants will be protected, within legal limits, and any public official, employee or other district personnel who retaliate against them will be disciplined.

VI. INVESTIGATION AND RESOLUTION OF SUSPECTED VIOLATIONS

A. The Human Resources Department will promptly investigate alleged violations.

B. Those accused of suspected violations will be given an opportunity to respond.

C. When it is determined that a conflict of interest has occurred, ISD 709 will report it to MDE.

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Replacing: None
First Reading: 01-22-2019
Adopted: 03-19-2019
Reviewed: 06-16-2026

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~~***Related Policies and Bylaws: 209, 4025 and 8045***~~

New Policy
Replacing: None
First Reading: 01-22-2019
Adopted: 03-19-19
Reviewed:

510 SCHOOL ACTIVITIES

I. PURPOSE

The purpose of this policy is to impart to students, employees, and the community the school district's policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental, and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program and are integral in providing students with additional opportunities for growth and development. Every effort should be made to encourage participation of all students.

III. RESPONSIBILITY

A. The school board expects all students who participate in school-sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.

B. The school board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

C. The superintendent or designee shall be responsible for disseminating information needed to inform students, parents, staff, and the community of the opportunities available within the school activity program and the rules of participation.

D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and parents with all opportunities, applicable rules, and penalties.

E. The superintendent or designee shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the school board.

F. The school board will ensure that any funds raised for extracurricular activities will be spent only on extracurricular activities.

Legal References: Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

Cross References: MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 713 (Student Activity Accounting)

Resources: Booster Club Guidelines:
https://www.isd709.org/about-us/departments/business-finance/booster-club-guidelines

Replacing: Policy 6140
First Reading: 8/21/2018
Adopted: 9/18/2018 ISD 709
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B. The school board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

C. The superintendent or designee shall be responsible for disseminating information needed to inform students, parents, staff, and the community of the opportunities available within the school activity program and the rules of participation.

D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and parents with all opportunities, applicable rules, and penalties.

E. The superintendent or designee shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the school board.

F. The school board will ensure that any funds raised for extracurricular activities will be spent only on extracurricular activities.

Legal References: Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

Cross References: MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 713 (Student Activity Accounting)

Resources: Booster Club Guidelines: https://www.isd709.org/about-us/departments/business-finance/booster-club-guidelines

Replacing: Policy 6140
First Reading: 8/21/2018
Adopted: 9/18/2018 ISD 709
Revised: 6/16/2026

510 SCHOOL ACTIVITIES

I. PURPOSE

The purpose of this policy is to impart to students, employees, and the community the school district's policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental, and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program and are integral in providing students with additional opportunities for growth and development. Every effort should be made to encourage participation of all students.

III. RESPONSIBILITY

A. The school board expects all students who participate in school-sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.

B. The school board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

C. The superintendent or designee shall be responsible for disseminating information needed to inform students, parents, staff, and the community of the opportunities available within the school activity program and the rules of participation.

D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and parents with all applicable rules, penalties, and opportunities.

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Legal References: Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

Cross References: MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 713 (Student Activity Accounting)
~~MSBA Service Manual, Chapter 5, Various Educational Programs~~

Replacing: Policy 6140
First Reading: 8/21/2018
Adopted: 9/18/2018 ISD 709

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code, section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)), 34 Code of Federal Regulations, part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules, parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. Under federal law, "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution

attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

a. a student's social security number;

b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

d. personally identifiable data which references religion, race, color, social position, or nationality; or

e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of "directory information" identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]

2. **Minnesota law prohibits** schools from designating student contact information as "directory information" **despite the FERPA definition**. Duluth Public Schools excludes the following information:

A. Student contact information

Under Minnesota law, a school district **may not** designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

B. Parent contact information

The 2025 Minnesota legislature enacted the following: A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.

In addition, the 2025 Minnesota legislature enacted the following: Data concerning parents is private data on individuals but may be treated as directory information if the same procedures that are used by a school district to designate student data as directory information are followed, except that a parent's home address, telephone number,

email address, or other personal contact information may not be treated as directory information.

E. Education Records

1. What constitutes "education records."

Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records.

The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of postsecondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting

in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of postsecondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as

health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Operations Simone Zunich.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. "Student" also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and postsecondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Article XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when they reach eighteen (18) years of age or enroll in an institution of postsecondary education. The student then becomes an "eligible student." However, the parents of an

eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Subparagraph e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one (1) year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two (2) years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of postsecondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Article V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use and maintenance of education records; and

c. will not disclose the information to any other party without the prior

consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or postsecondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Article XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Article XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

   "Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the

student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

   For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal

action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Paragraph XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Article VII. of this policy;

14. To military recruiting officers and postsecondary educational institutions pursuant to Article XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other indviduals (34 Code of Federal Regulations, part 99.36) and for bona fide epidemiologic investigations which the Commissioner of the Minnesota Department of Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a

student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify

immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact

information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data;

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the Commissioner of the Minnesota Department of Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted; or

4. To appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student’s home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.

3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.

4. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this Article. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Article VI of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Paragraph VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Article VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in

the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this Paragraph, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

    a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

    b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

    c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance

of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POSTSECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and postsecondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and postsecondary educational institutions. To refuse the release of the above information to military recruiting officers and postsecondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Operations in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and postsecondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and postsecondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and postsecondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and postsecondary educational institutions. In order to make any directory information about a student private, the procedures contained in Article VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and postsecondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this Article may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Paragraph A. of this Article does not prevent the school district from disclosing personally identifiable information under Article VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of Article VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of Article XIII. of this policy.

2. Paragraph A. of this Article does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Paragraph XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Article VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this Article for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a

part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Subparagraph VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Paragraph XII.B. of this policy, the record of disclosure required under this Article shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Article VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Subparagraph VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Subparagraph XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Subparagraph VI.B.1. of this policy, to requests for disclosures of directory information under Article VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

b. the school official or his or her assistants who are responsible for the custody of the records; and

c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Article VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Paragraph A. of this Article immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Paragraph A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one (1) location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one (1) site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one (1) student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

    a. the cost of materials, including paper, used to provide the copies;

    b. the cost of the labor required to prepare the copies;

    c. any schedule of standard copying charges established by the school district in its normal course of operations;

    d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and

    e. mailing costs.

2. If one hundred (100) or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than twenty-five (25) cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the

parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Paragraph B. of this Article.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Paragraph C. of this Article.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Paragraph B. of this Article shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Paragraphs A. and B. of this Article and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Executive Director of Business Services and Operations Simone Zunich.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this Article must contain specific allegations of fact giving

reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of their rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References:
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)

Resources:

U.S. Department of Education: *FAQs on Photos and Videos under FERPA | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *FERPA/IDEA Crosswalk | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy* (accessed 012926)

Minnesota Department of Health: *The Family Educational Rights and Privacy Act (FERPA) and Immunization Data* (including *Possible School Consent Language for Sharing Immunization Data with Registries*) (accessed 012926)

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515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code, section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)), 34 Code of Federal Regulations, part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules, parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. Under federal law, "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution

attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

a. a student's social security number;

b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

d. personally identifiable data which references religion, race, color, social position, or nationality; or

e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of "directory information" identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]

2. **Minnesota law prohibits** schools from designating student contact information as "directory information" **despite the FERPA definition**. Duluth Public Schools excludes the following information:

A. Student contact information

Under Minnesota law, a school district **may not** designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

B. Parent contact information

The 2025 Minnesota legislature enacted the following: A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.

In addition, the 2025 Minnesota legislature enacted the following: Data concerning parents is private data on individuals but may be treated as directory information if the same procedures that are used by a school district to designate student data as directory information are followed, except that a parent's home address, telephone number,

email address, or other personal contact information may not be treated as directory information.

E. Education Records

1. What constitutes "education records."

Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records.

The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of postsecondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting

in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of postsecondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as

health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Operations Simone Zunich.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. "Student" also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and postsecondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Article XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when they reach eighteen (18) years of age or enroll in an institution of postsecondary education. The student then becomes an "eligible student." However, the parents of an

eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Subparagraph e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one (1) year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two (2) years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of postsecondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Article V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use and maintenance of education records; and

c. will not disclose the information to any other party without the prior

consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or postsecondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Article XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Article XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

   "Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the

student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

   For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal

action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Paragraph XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Article VII. of this policy;

14. To military recruiting officers and postsecondary educational institutions pursuant to Article XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other indviduals (34 Code of Federal Regulations, part 99.36) and for bona fide epidemiologic investigations which the Commissioner of the Minnesota Department of Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a

student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify

immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact

information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data;

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the Commissioner of the Minnesota Department of Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted; or

4. To appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student’s home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.

3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.

4. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this Article. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Article VI of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Paragraph VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Article VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in

the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this Paragraph, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

    a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

    b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

    c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance

of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POSTSECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and postsecondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and postsecondary educational institutions. To refuse the release of the above information to military recruiting officers and postsecondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Operations in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and postsecondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and postsecondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and postsecondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and postsecondary educational institutions. In order to make any directory information about a student private, the procedures contained in Article VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and postsecondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this Article may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Paragraph A. of this Article does not prevent the school district from disclosing personally identifiable information under Article VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of Article VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of Article XIII. of this policy.

2. Paragraph A. of this Article does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Paragraph XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Article VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this Article for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a

part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Subparagraph VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Paragraph XII.B. of this policy, the record of disclosure required under this Article shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Article VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Subparagraph VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Subparagraph XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Subparagraph VI.B.1. of this policy, to requests for disclosures of directory information under Article VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

b. the school official or his or her assistants who are responsible for the custody of the records; and

c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Article VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Paragraph A. of this Article immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Paragraph A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one (1) location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one (1) site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one (1) student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

    a. the cost of materials, including paper, used to provide the copies;

    b. the cost of the labor required to prepare the copies;

    c. any schedule of standard copying charges established by the school district in its normal course of operations;

    d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and

    e. mailing costs.

2. If one hundred (100) or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than twenty-five (25) cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the

parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Paragraph B. of this Article.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Paragraph C. of this Article.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Paragraph B. of this Article shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Paragraphs A. and B. of this Article and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Executive Director of Business Services and Operations Simone Zunich.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this Article must contain specific allegations of fact giving

reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of their rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References:
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)

Resources:

U.S. Department of Education: *FAQs on Photos and Videos under FERPA | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *FERPA/IDEA Crosswalk | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy* (accessed 012926)

Minnesota Department of Health: *The Family Educational Rights and Privacy Act (FERPA) and Immunization Data* (including *Possible School Consent Language for Sharing Immunization Data with Registries*) (accessed 012926)

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515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code, section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)), 34 Code of Federal Regulations, part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules, parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. Under federal law, "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution

attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

a. a student's social security number;

b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

d. personally identifiable data which references religion, race, color, social position, or nationality; or

e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of "directory information" identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]

2. Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Duluth Public Schools excludes the following information:

A. Student contact information

Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

B. Parent contact information

The 2025 Minnesota legislature enacted the following: A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.

In addition, the 2025 Minnesota legislature enacted the following: Data concerning parents is private data on individuals but may be treated as directory information if the same procedures that are used by a school district to designate student data as directory information are followed, except that a parent's home address, telephone number,

email address, or other personal contact information may not be treated as directory information.

E. Education Records

1. What constitutes "education records."

Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records.

The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of ~~post secondary~~ postsecondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting

in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of ~~post-secondary~~ postsecondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as

health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and ~~Finance~~ Operations Simone Zunich.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. "Student" also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in ~~Section~~ Article XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when ~~he or she~~ they reach~~es~~ eighteen (18) years of age or enroll~~s~~ in an institution of

~~post-secondary~~ postsecondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an

insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in ~~Clause~~ Subparagraph e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one (1) year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two (2) years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of ~~post secondary~~ postsecondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in ~~Section~~ Article V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use

and maintenance of education records; and

c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or ~~post-secondary~~ postsecondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see ~~Section~~ Article XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with ~~Section~~ Article XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

   "Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose

records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

   For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or

dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to ~~Section~~ Paragraph XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to ~~Section~~ Article VII. of this policy;

14. To military recruiting officers and ~~post-secondary~~ postsecondary educational institutions pursuant to ~~Section~~ Article XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate ~~health authorities to~~ parties, including parents or an eligible student, in connection with an emergency if knowledge of the ~~extent~~ information is necessary to ~~administer immunization programs~~ protect the health or safety of the student or other indviduals (34 Code of Federal Regulations, part 99.36) and for bona fide epidemiologic investigations which the ~~c~~Commissioner of the Minnesota Department of ~~h~~Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the

information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

    The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting

the confidentiality of a student's education records.

23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; ~~or~~

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the ~~c~~Commissioner of the Minnesota Department of ~~h~~Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted~~.~~; or

4. To appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.

3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes,

section 13.32, subdivision 2.

4. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this ~~section~~ Article. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in ~~Section~~ Article VI of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a

class in which the student is enrolled; or

b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in ~~Section~~ Paragraph VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in ~~Section~~ Article VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

    a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

    b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

    c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

    d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

    e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this ~~section~~ Paragraph, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, ~~C~~chapter 260E , written copies of reports pertaining

to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, ~~C~~chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, ~~C~~chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

    a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

    b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

    c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as

including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND ~~POST-SECONDARY~~ POSTSECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions. To refuse the release of the above information to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and ~~Finance~~ Operations in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and ~~post-secondary~~ postsecondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and ~~post-secondary~~ postsecondary educational institutions. In order to make any directory information about a student private, the procedures contained in ~~Section~~ Article VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and ~~post-secondary~~ postsecondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this ~~section~~ Article may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. ~~Subdivision~~ Paragraph A. of this ~~section~~ Article does not prevent the school district from disclosing personally identifiable information under ~~Section~~ Article VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of ~~Section~~ Article VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of ~~Section~~ Article XIII. of this policy.

2. ~~Subdivision~~ Paragarph A. of this ~~section~~ Article does not apply to disclosures

made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in ~~Section~~ Paragraph XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under ~~Section~~ Article VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this ~~section~~ Article for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in ~~Section~~ Subparagraph VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to ~~Section~~ Paragraph XII.B. of this policy, the record of disclosure required under this ~~section~~ Article shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under ~~Section~~ Article VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in ~~Section~~ Subparagraph VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. ~~Section~~ Subparagraph XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under ~~Section~~ Subparagraph VI.B.1. of this policy, to requests for disclosures of directory information under ~~Section~~ Article VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or

the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in ~~Section~~ Article VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to ~~Subdivision~~ Paragraph A. of this ~~section~~ Article immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under ~~Subdivision~~ Paragraph A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school

district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one (1) location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one (1) site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one (1) student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

   c. any schedule of standard copying charges established by the school district in its normal course of operations;

   d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and

   e. mailing costs.

2. If one hundred (100) or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than twenty-five (25) cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under ~~Subdivision~~ Paragraph B. of this ~~section~~ Article.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with ~~Subdivision~~ Paragraph C. of this ~~section~~ Article.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under ~~Subdivision~~ Paragraph B. of this ~~section~~ Article shall:

a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under ~~Subdivisions~~ Paragraphs A. and B. of this ~~section~~ Article and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Executive Director of Business Services and ~~Finance~~ Operations Simone Zunich.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this ~~section~~ Article must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of ~~his or her~~ their rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
~~MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)~~

Resources: U.S. Department of Education: *FAQs on Photos and Videos under FERPA | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *FERPA/IDEA Crosswalk | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy* (accessed 012926)

Minnesota Department of Health: *The Family Educational Rights and Privacy Act (FERPA) and Immunization Data* (including *Possible School Consent Language for Sharing Immunization Data with Registries*) (accessed 012926)

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524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

   a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

   b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on all current and emerging social media platforms or digital communities, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities. When available and required, multi-factor authentication must be setup and utilized. Multi-factor authentication devices (i.e. Yubikey or other hardware key), access codes and passwords must be kept secure and must not be shared.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

11. Virtual Private Networks (VPNs) and proxy servers are not permitted for use on district devices, aside from VPNs provided by the district for specific authorized users.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals in digital communities,–responsible use of Artificial Intelligence, and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system, Internet and related tools including Artificial Intelligence shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, cloud storage or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, servers or cloud storage.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent/guardian and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
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MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Replacing: Policy 3187, 3187R, 3189, 3189R, 3190, 3190R
Immediate Adoption: 08-16-2022
Revised: 06-16-2026

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

   a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

   b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

      (1) such information is classified by the school district as directory

information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on ~~social networks~~ all current and emerging social media platforms or digital communities, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. ~~Users must keep all account information and passwords on file with the designated school district official.~~ Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities. When available and required, multi-factor authentication must be setup and utilized. Multi-factor authentication devices (i.e. Yubikey or other hardware key), access codes and passwords must be kept secure and must not be shared.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

11. Virtual Private Networks (VPNs) and proxy servers are not permitted for use on district devices, aside from VPNs provided by the district for specific authorized users.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes 125B.15 as follows: "A school district ~~receiving technology revenue under section 125B.26~~ must prohibit, including through use of available software filtering technology or other effective methods, adult access to material that under federal or state law is reasonably believed to be obscene or child pornography."]

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to

what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals in digital communities,~~on social networking websites and in chat rooms and~~ responsible use of Artificial Intelligence, and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system, ~~and use of the~~ Internet and related tools including Artificial Intelligence shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE ~~AGREEMENT~~

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

~~C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.~~

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, cloud storage or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, ~~or~~ servers or cloud storage.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed

Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

~~4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.~~

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's ~~dedicated personal~~ use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent/guardian and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

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The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

[NOTE: In 2024, the Minnesota legislature enacted a law requiring that school districts adopt a policy on students' possession and use of cell phones in school by March 15, 2025. This law does not state that school districts must incorporate specific language or provisions in the school district policy.

MSBA recognizes the common practice of setting forth cell phone rules in a student handbook or similar document. This Article directs school administration to establish

cell phone rules, which the school board may require be presented to the board for approval. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings. The school board may choose to set forth general principles regarding cell phone use in this Article.

~~Under the new law,~~ T~~t~~he Minnesota Elementary School Principals Association and the Minnesota Association of Secondary School Principals ~~will~~ collaborated to make best practices available to schools on a range of different strategies to achieve the goals stated above.]

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

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MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Replacing: Policy 3187
Immediate Adoption: 08-16-2022
Revised:

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity's website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

~~c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.~~

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also

by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

C. If the school district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five (5) business days of the notification, the school district may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

[NOTE: The 2025 Minnesota legislature enacted Paragraph C.]

V. REQUEST FOR SUMMARY DATA

A. All requests for the preparation of summary data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 (30) days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed by a data subject pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the ~~c~~Commissioner of the Minnesota Dpartment of Administration ("Commissioner") shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes, chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the ~~c~~Commissioner may refer the matter to mediation. Following these efforts, the ~~c~~Commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the ~~c~~Commissioner's ~~of administration's~~ order issued

under Minnesota Statutes, chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. One hundred (100) or fewer pages of black and white, letter or legal sized paper copies will be charged at twenty-five (25) cents for a one-sided copy or fifty (50) cents for a two-sided copy.

b. More than one hundred (100) pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the

school district to an outside vendor will be charged.

2. All charges must be paid for [in cash, check, or online service] in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent
709 Portia Johnson Dr.
Duluth, MN 55811
data.request@isd709.org

Data Practices Compliance Official:
Executive Director of Business Services and Finance
709 Portia Johnson Dr.
Duluth, MN 55811
data.request@isd709.org

Data Practices Designee(s):
Business Services Coordinator
709 Portia Johnson Dr.
Duluth, MN 55811
data.request@isd709.org

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Resources:
MN Department of Administration: *Actual Cost*
MN Department of Administration: *Copy Costs*
MN Department of Administration: *Education Data*

New Policy
Replacing: Policy 108
First Reading: 09-18-2018
Adopted: 10-16-2018
Reviewed: 10-15-2019
Reviewed: 07-21-2020
First Reading: 11-15-2022
Second Reading: 12-20-2022

Reviewed: 01-23-2024
Reviewed: 03-18-2025

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity's website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

C. If the school district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five (5) business days of the notification, the school district may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

V. REQUEST FOR SUMMARY DATA

A. All requests for the preparation of summary data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the

administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 (30) days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed by a data subject pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the Commissioner of the Minnesota Dpartment of Administration ("Commissioner") shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes, chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the Commissioner may refer the matter to mediation. Following these efforts, the Commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the Commissioner's order issued under Minnesota Statutes, chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. One hundred (100) or fewer pages of black and white, letter or legal sized paper copies will be charged at twenty-five (25) cents for a one-sided copy or fifty (50) cents for a two-sided copy.

b. More than one hundred (100) pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for [in cash, check, or online service] in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent
709 Portia Johnson Dr.
Duluth, MN 55811
data.request@isd709.org

Data Practices Compliance Official:
Executive Director of Business Services and Finance
709 Portia Johnson Dr.
Duluth, MN 55811
data.request@isd709.org

Data Practices Designee(s):
Business Services Coordinator
709 Portia Johnson Dr.
Duluth, MN 55811
data.request@isd709.org

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Resources: MN Department of Administration: *Actual Cost*
MN Department of Administration: *Copy Costs*
MN Department of Administration: *Education Data*

New Policy	
Replacing:	Policy 108
First Reading:	09-18-2018
Adopted:	10-16-2018
Reviewed:	10-15-2019
Reviewed:	07-21-2020
First Reading:	11-15-2022
Second Reading:	12-20-2022
Reviewed:	01-23-2024
Reviewed:	03-18-2025
Revised:	06-16-2026

1080 VISITS TO SCHOOLS

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

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

3041 GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSAL

The School District supports the development of special and general proposals for acquiring and managing grants, gifts, and other monies with the purpose of providing a better education for learners. Due to the uniqueness of the School District, the School Board realizes that various fundings are necessary to bring about the mission of the School District. The School Board realizes that coordination must be done with activities, resources, and finances of proposals implemented in behalf of the School District. The School Board further realizes that the following regulations are necessary to implement and manage this policy.

Adopted: 03-16-1993 ISD 709
Revised: 06-20-1995 ISD 709

3189 SOFTWARE COPYRIGHT AND MANAGEMENT

It is ISD 709 policy to respect all computer software copyrights. ISD 709 will adhere to the terms of all software licenses to which ISD 709 is a party. The Director of Technology is ISD 709's District Technology Hardware/Software Manager and is charged with the responsibility for enforcing this policy and regulation. All users of District technology will comply with 3189R and with all applicable laws and regulations.

Adopted: 02-23-1999 ISD 709
Revised: 07-17-2001
07-16-2002 ISD 709

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Adopted: 02-23-1999 ISD 709
Revised: 07-17-2001
07-16-2002 ISD 709

6025 VOLUNTEERS IN SCHOOL

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

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

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

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

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

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

Adopted: 05-13-1986 ISD 709
Revised: 06-20-1995
08-17-2004 ISD 709

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 9, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Strategic Plan Alignment
     - 1) Advancing Equity - N/A
     - 2) Supporting Every Student
       - a. Local Literacy Report 2
       - b. **Student Handbook** **27**
       - c. **2025-2026 Suspension Rates** **28**
     - 3) Improving Systems
       - a. **NSPRA Communications Audit** **37**
   - B. Teaching, Learning, and Equity Board Summary Report
     - 1) **Duluth Public Schools - Area Learning Center Corrective Action Plan Dashboard** **153**
   - C. Budget Update
     - 1) FY27 Proposed Budget Presentation 159
   - D. Other
     - 1) Recommended Resolutions
       - a. E-6-26-4168 26-27 Resolution for Denfeld Membership in the Minnesota State High School League (MSHSL) 194
       - b. E-6-26-4169 26-27 Resolution for Duluth East Membership in the Minnesota State High School League (MSHSL) 196
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: 6/9/26
Topic: 2025-2026 Local Literacy Plan

Presenter(s): Gretchen Karg, Julie Stauber, Dale Uselman

Attachment:
COW June 2026 Duluth Local Literacy Plan slides
June 2026 Duluth Local Literacy Plan MDE submission

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

Duluth Public Schools prepares and submits a Local Literacy Plan in accordance with the MN READ Act by June 15 of each school year. The plan is a roadmap designed to highlight the district's steps to meet learners' literacy needs through systematic change. The plan outlines the district's goals, literacy screenings, curricula, intervention, professional development, MTSS action steps, and use of literacy funding.

This Requires School Board Approval : No

Local Literacy Plan

June 9, 2026

Gretchen Karg, Julie Stauber, Dr. Dale Uselman

Local Literacy Plans in the MN READ Act



- Required annual submission by June 15*
- Includes data on student performance towards the READ Act goal
- Reports how many students were screened for and demonstrate characteristics of dyslexia
- Reports how many staff meet the READ Act PD requirements
- Details curriculum and interventions used
- Describes the MnMTSS process used to drive literacy growth
- Reports on literacy aid funds use
- Provides summary of district planning and implementation

** Minnesota districts and charter schools are required to annually submit to MDE a local literacy plan and data on student performance in kindergarten, grade 1, 2, and 3 on foundational reading skills including phonemic awareness, phonics, decoding, fluency and oral language; students who demonstrate characteristics of dyslexia; and students in grades 4 to 12 who are identified as not reading at grade level. Minn. Stat. 120B.12, subd. 4a (2023).*

This submission replaces the Read Well by Third Grade (RWBTG) data and local literacy plan submission. **Each district or charter school is required to submit to MDE annually and post their Local Literacy Plan on the official school district website by June 15.**

Our Literacy Goal

Duluth Public Schools 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).

- Expanded universal screening to 12th grade
- Trained 291 paraprofessionals
- 54 Secondary ELA teachers and administrators began STRIVE Gr. 4-12 Science of Reading Structured Literacy Training (May 2027 completion date)
- 81 secondary math, science, and social studies teachers began Disciplinary Literacy PD (September 2026 completion date)
- Implemented new MDE guidance on multisyllabic decoding, morphology, and vocabulary for secondary instruction
- LETRS training completed by 379 PreK, ELL, Elementary, and Special Education teachers
- Aligned K-5 ELA frameworks to structured literacy practices
- Added ELA lessons to meet 2020 MN ELA standards
- Gains in Pre K-Gr 2 on foundational literacy goals. Data is not yet in for MCA IVs.
- Added Advanced Phonics to 3rd grade curriculum to strengthen foundational skills.
- District PD days included LETRS implementation guidance for instruction
- K-12 HQIM literacy walkthroughs and K-5 literacy instructional walkthroughs

Literacy Aid Funds



READ Act Literacy Aid (formerly Curriculum Reimbursement Aid)

- one time appropriation for FY25 that is no longer offered. We could reserve these funds and use in the future.
- the audited 24-25 remaining balance is $201,921 and plans are in place to allocate toward 25-26 costs

READ Act Teacher Compensation for PD -

- One time appropriation for FY25 that is no longer offered
- the audited 24-25 year remaining balance is $114, 649 and plans are in place to allocate toward 25-26

Literacy Incentive Aid projected to receive in 25/26: $395,169.00

- Ongoing funding with a reserve balance for unspent funds
- Updates to FY26 Literacy Incentive Aid funding will be posted here: Funding Projections and Trends
- Uses include evidence-based training, Literacy Lead position, interventionists, screeners, curriculum materials, substitute teachers, and eligible stipends

Literacy Incentive Aid used in 25/26: $121,340.48

- Remaining balance will be allocated to expenses by June 30, 2026

Changes for 2026-27 School Year

- Analyze literacy data, including MCA IV, to continue planning structured literacy implementation
- Provide training and support for Oral Language Screening (K-2)
- Provide training and support for ROAR screening (9-12)
- Implement Tier 2 and Tier 3 interventions & progress monitoring in high schools
- Implement REWARDS and Advanced Word Study in secondary schools





Local Literacy Plan Report

PDF

The Minnesota Department of Education posts each district and charter school's Local Literacy Plan report. This report is required by the Minnesota READ Act, MINN. STAT. 120.B12 (2024) and must be updated annually by June 15. This report includes a summary of the district's efforts to screen, identify and provide interventions to students who are not reading at grade level and students who demonstrate characteristics of dyslexia. Aggregate data are provided on universal and dyslexia screening in grades K-3 and screening for characteristics of dyslexia in grades 4-12. In addition, the report identifies the reading curricula used for core instruction and interventions, whether the district has adopted an MTSS framework, how the district has used their Literacy Aid funds and the number of educators who have completed the approved literacy professional development.

School Year 2025-26

District Duluth Public School District (0709-01)

Run Report

Minnesota READ Act Literacy Plan

2025-26 Data Submission and 2026-27 Continuous Improvement Plan

For

Duluth Public School District (0709-01)

Date Submitted to the State 06/03/2026

This is the Local Literacy Plan submitted to the Minnesota Department of Education (MDE) by Duluth Public School District (0709-01). This plan is a requirement of the Minnesota READ Act, Minn. Stat. 120B.12 (2024). The Local Literacy Plan must be updated annually and submitted to MDE by June 15th. The plan must also be posted to the district or charter school's official website.

Minnesota READ Act Goal

The goal of the READ Act is to have every Minnesota child reading at or above grade level every year, beginning in kindergarten, and to support multilingual learners and students receiving special education services in achieving their individualized reading goals in order to meet grade level proficiency. Minn. Stat. 120B.12 (2024).

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5. Dyslexia Screening Summary Student Counts Grades K-3
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8. Parent Notification and Involvement
9. Tier 1 (Core) Curricular Resources
10. Literacy Intervention Resources
11. Literacy Aid Funds
12. Professional Development Plan
13. Professional Development Educator Count
14. Multi-tiered System of Supports (MTSS)
15. Dual Language Immersion Programs

1. Read Act Goals

District or Charter School Literacy Goals

Duluth Public School District (0709-01)'s literacy goal(s) for the 2025-26 school year:

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).

The following was implemented or changed to make progress towards the goal(s):

Our district has made strengthening Tier 1 literacy instruction a guiding focus. All new K-2 staff received training in UFLI and structured literacy. ELL, Special Education teachers, and elementary classroom teachers completed or participated in LETRS professional development led by local certified facilitators in collaborative cohorts. We integrated Functional Phonics into our 3rd grade literacy block to strengthen foundational skills. During district-wide PD days, elementary teachers received LETR S implementation guidance on phonics, fluency, and comprehension. We used our newly established Literacy Frameworks for grades K-5 to provide consistent expectations, pacing, and curricular resources for structured literacy which included aligning the Wonders curriculum to research-supported instructional practices and the 2020 English-Language Arts Standards. During the year, we conducted literacy walkthroughs to monitor implementation of the Literacy Frameworks and used the data collected to ident ify instructional support needs within literacy classrooms. Through the Regional Literacy Network, we implemented new guidance on integrating multisyllabic decoding, morphology, and vocabulary into our secondary classes. We expanded our literacy screening to include screening students in grades 4-12 for characteristics of dyslexia with the state approved screener, Capti ReadBasix. Our use of literacy screening and progress monitoring was instrumental in data analysis teaming that drove responsive literacy instruction in Tiers 1-3.

The following describes how Duluth Public School District (0709-01)'s current student performance differs from the literacy goal detailed in the READ Act:

In August of each year, we identify the leveled indicators per grade level for the Local Literacy Plan goal. In August of 2025, the following goals were set for PreK-Grade 10. Literacy Readiness for Kindergarten Goal:% of 4 year old Duluth 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. This goal was met by demonstrating growth from 56% (fall 2025) to 92% (spring 2026). Kindergarten Goal: % of students at "low risk" spring 2026 is 6.2-9.9%

more than the % at "low risk" fall 2025 as measured by FastBridge Letter Sounds. This goal was met by demonstrating growth from 61.1% (fall 2025) to 68.4% (spring 2026) First Grade Goal: % of students at "low risk" spring 2026 is 15.4-19.9% increase of at "low risk" fall 2025 as measured by FastBridge earlyReading Composite. This goal was not met at a proficient level by the district, but we were at a basic level of performance with a 10.22% growth average. Second Grade: % of students at "low risk" spring 2026 is 8-12.9% increase of at "low risk" fall 2025 as measured by FastBridge aReading. This goal was met at a Basic level. Grades 3-10 had goals connected to Spring 20 26 Reading MCA data that has not been released yet.

Duluth Public School District (0709-01)'s literacy goal(s) for the 2026-27 school year:

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).

The Local Literacy Lead, Gretchen Karg, for Duluth Public School District (0709-01) has an FTE of 1.00

The Local Literacy Lead engages with the District and School Leadership Teams in the following manner:

The Literacy Lead schedules and manages READ Act and district level structured literacy professional development for PreK - 12th grade teachers, including monitoring and recording engagement and completion. The literacy lead engages with classroom teachers through instructional coaching and curriculum planning, attends data meetings to participate in data analysis, and works with district leadership teams on decision making and planning literacy improvement.

The Local Literacy Lead has an active state license from the allowable licenses list on MDE's Website: MDE Read Act Literacy Lead License List

Yes

Yes - The District Literacy Lead has completed an MDE approved READ Act Professional Development Program from the list below:

- CAREIALL (Advancing Language and Literacy - Center for Applied Research and Educational Improvement)
- OL&LA (Online Language and Literacy Academy)
- LETRS (Language Essentials for Teachers of Reading and Spelling)
- CAREIAll Secondary
- Neuhaus Structured Literacy Modules
- OL&LA Secondary
- STRIVE Science of Reading Grades 4-12

Duluth Public School District (0709-01) Local Literacy Plan is posted on the district website at

https://www.isd709.org/academics/k-12-curriculum-and-instruction

2. Screening Tools K-3

The Minnesota READ Act requires that all students in grades K-3 are universally screened for mastery of foundational reading skills and characteristics of dyslexia in Fall, Winter and Spring using an MDE approved screening tool.

Duluth Public School District (0709-01) has administered an MDE approved K-3 READ Act screening tool

Yes

The table below details the screening tool used by Duluth Public School District (0709-01) and the criteria used to determine if students are reading at benchmark. It also includes any additional screening tools utilized.

Screening Tools Used for Grades K-3:

Screening Tool	Grades Implemented	Criteria Used to Determine Benchmark	Additional Screeners
FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	Kindergarten	Vendor Composites using vendor benchmarks	NA
	Grade 1	Vendor Composites using vendor	NA

		benchmarks	
	Grade 2	Vendor Composites using vendor benchmarks	NA
	Grade 3	Vendor Composites using vendor benchmarks	NA

The district or charter school conducted oral language screening in the 2025-26 school year?

No

Continuous Improvement for Screening Tools Used in Grades K-3

Duluth Public School District (0709-01) will be utilizing the following screening tool(s) in 2026-27:

FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)

Duluth Public School District (0709-01) will make the following changes to screening tools or criteria in grades K-3 in the 2026-27 school year:

During the 26-27 school year, we will add the use of Fastbridge's Oral Language Screener in grades K-2.

3. Screening Tools 4-12

The Minnesota READ Act requires that all students in grades 4-12 who are not reading at grade level be screened for characteristics of dyslexia using an MDE approved screening tool.

The district or charter school administered the MDE approved grades 4-12 READ Act screening tool Capti ReadBasix in the 2025-26 school year.

Yes

Students in grades 4-12 not reading at grade level were identified through the following process:

Two-step screening process: Step 1, A district determined tool was used to identified students not reading at grade level. Step 2, Capti ReadBasix was administered to identified students.

The table below details the screening tool(s) used by Duluth Public School District (0709-01) to screen for characteristics of dyslexia and the criteria used to determine if students are demonstrating characteristics of dyslexia.

Screening Tool	Grades Implemented	Timing of Administration	Criteria/ Benchmark Used + Other Criteria Used Explain
FastBridge aReading	Grade 4	3 time per year	Vendor Benchmark
	Grade 8	3 time per year	Vendor Benchmark
	Grade 5	3 time per year	Vendor Benchmark
	Grade 9	1 time per year	Vendor Benchmark
	Grade 10	1 time per year	Vendor Benchmark
	Grade 6	3 time per year	Vendor Benchmark
	Grade 11	1 time per year	Vendor Benchmark
	Grade 7	3 time per year	Vendor Benchmark
Other	Grade 12	1 time per year	District set benchmarks - Students were identified by analyzing attendance, behavior, and course completion data.

For the 2025-26 school year, MDE required the following Capti ReadBasix subtests be administered to students in grades 4-12 who were not reading at grade level:

• Word Recognition and Decoding
• Vocabulary

• Vocabulary
• Morphology
• Reading Efficiency

The following subtests were recommended in the 2025-26 school year and will be required in 2026-27:

• Sentence Processing
• Reading Comprehension

Duluth Public School District (0709-01) administers the following Capti ReadBasix subtests for the 2025-26 school year:

Required subtests only

Capti ReadBasix was used for progress monitoring:

No

Continuous Improvement for Screening Tools Used in Grades 4-12

Duluth Public School District (0709-01) will make the following changes to screening tools or criteria in grades 4-12 in the 2026-27 school year:

The district will change Step 1 in the gated approach. All students in Grades 9-12 will take ROAR in the fall screening window and Grades 4-8 will continue with FastBridge aReading. Students identified as not reading at grade level through Step 1 will then take Capti ReadBasix once during the fall screening window. Students in grades 9-12 may take Capti ReadBasix every 6-8 weeks during the school year for progress monitoring.

4. Screening Summary Student Counts Grade K-3

Universal screening for foundational reading skills for Duluth Public School District (0709-01) resulted in the following number of students screened and scoring at or above benchmark at each screening time point:

Grade	Number of Students Universally Screened: Fall	Number of Students at or Above Benchmark: Fall	Number of Students Universally Screened: Winter	Number of Students at or Above Benchmark: Winter	Number of Students Universally Screened: Spring	Number of Students at or Above Benchmark: Spring
Kindergarten	568	323	588	313	593	265
1st	574	221	581	249	580	287
2nd	562	318	571	337	575	366
3rd	577	350	587	356	592	366

NOTE: As a standard practice when reporting public data, the Minnesota Department of Education will not report results if fewer than 10 students participated. CTSTR = Counts too small to report

5. Dyslexia Screening Summary Student Counts K-3

The following section describes how Duluth Public School District (0709-01) engaged in screening for characteristics of dyslexia, and the number of students demonstrating characteristics of dyslexia. NOTE: demonstrating characteristics of dyslexia is not the same as a diagnosis of dyslexia.

Duluth Public School District (0709-01) uses the following criteria to identify students demonstrating characteristics of dyslexia:

Vendor Composites using vendor benchmarks

Dyslexia Screening Summary Student Counts K-3

Grade	Number of Students Screened for Dyslexia	Number of Students Demonstrating Characteristics of Dyslexia
Kindergarten	691	300
1st	669	337
2nd	341	196
3rd	314	187

NOTE: As a standard practice when reporting public data, the Minnesota Department of Education will not report results if fewer than 10 students participated. CTSTR = Counts too small to report

Duluth Public School District (0709-01) used the following process to administer the Nonsense Words subtest to measure decoding skills in grades 2 and 3:

Gated: Oral Reading Fluency Words Correct Per Minute and Accuracy rate were used to determine which students received the Nonsense Words subtest as required by MDE

6. Dyslexia Screening Summary Student Counts Grades 4-12

The following table displays the number of students in Duluth Public School District (0709-01) who were identified as not reading at grade level, were screened for characteristics of dyslexia, and are demonstrating characteristics of dyslexia. NOTE: demonstrating characteristics of dyslexia is not the same as a diagnosis of dyslexia.

Grade	Total Number of Students in Grade Level	Number of Students Administered District Step 1 Tool (If no Step 1 tool used, enter zeros (0) in this column)	Number of Students Administered Capti ReadBasix	Number of Students Demonstrating Reading Difficulties (Reporting Optional in 2026)	Number of Students Demonstrating Characteristics of Dyslexia	Number of Students Identified as Not Reading at Grade Level Who Were Opted Out of Screening
4th	617	596	203	0	198	0
5th	606	584	207	0	204	0
6th	619	571	150	0	147	0
7th	619	567	162	0	152	0
8th	632	593	167	0	143	3
9th	668	500	154	0	117	0
10th	758	538	148	0	86	0
11th	808	494	184	0	100	2
12th	864	864	20	0	11	1

NOTE: As a standard practice when reporting public data, the Minnesota Department of Education will not report results if fewer than 10 students participated. CTSTR = Counts too small to report

7. Data-Based Decision Making for Action

READ Act screening data should be the basis for data-based decision making to determine which students need more support in reading. This could include differentiation of core (Tier 1) instruction, supplemental (Tier 2) or intensive (Tier 3) instruction.

Duluth Public School District (0709-01) uses the following process and data to assure that evidence-based instruction and intervention matches to a student's needs:

In grades K-8, school-based data review teams utilize Fastbridge and Capti ReadBasix screening data throughout the year to identify students who would benefit from supplemental and targeted reading intervention. When students receive this intervention, they are progress monitored (via Fastbridge) regularly to identify whether reading interventions are effectively meeting students' needs. If the progress monitoring data indicates a change in instruction is needed, that change is made to better support the students' reading proficiency. In grades 9-12 this was the first year literacy screening data was analyzed. District and site-level teams are using this data to implement an intervention plan. This plan includes steps to strengthen all tiers of instruction.

The processes for monitoring fidelity and differentiating Tier 1 instruction include:

In elementary programming, classroom teachers were provided more support than previous years with a revised reading curriculum that provided clearer expectations and resources for Tier 1 literacy instruction aligned to the 2020 MN English-Language Arts Standards. Literacy walkthroughs, as well as teacher self-reflections, were conducted during the year to gauge fidelity to the curriculum and district-adopted instructional materials. Additionally, during Professional Development Days, teachers were provide d training on how to support students whose data showed they were struggling with decoding and fluency. In secondary programming, new instructional materials (MyPerspectives and StudySync) were purchased and initially implemented. Walkthroughs were conducted to gauge the level of implementation of these high-quality instructional materials aligned to the 2020 MN English Language Arts Standards.

Criteria for entrance into supplemental (Tier 2) and/or intensive (Tier 3) targeted reading intervention include:

In grades K-8, entrance into Tier 2 reading intervention is dictated by Fastbridge data from a student's most recent screening assessment. A data review team analyzes screening data and students who are shown to be at-risk are provided supplemental reading intervention if the team feels the data warrants a need. As students receive the supplemental intervention, progress monitoring data is collected and analyzed by a data review team and a child study team. If multiple rounds of supplemental intervention indicate a need for more intensive intervention, the child study team recommends entrance into Tier 3 intervention. In grades 9-12, the entrance criteria for supplemental support is based on Capti ReadBasix data.

Progress monitoring data collection for students in Tier 2 occurs:

Once every two weeks

Progress monitoring data collection for students in Tier 3 occurs:

Once a week

The kindergarten - 12th grade progress monitoring protocol that has been established to determine any necessary intensifications or modifications of supplemental (Tier 2) and/or intensive (Tier 3) targeted reading instruction include:

Within grades K-8, students receiving Tier 2 interventions are progress monitored every two weeks (at minimum) with Fastbridge to monitor a student's response to the intervention. The intervening educator monitors this data and brings the data and their interpretation to a data review team. This team, often in conjunction with a child study team, works together to analyze the student's progress toward an identified goal. If the student's progress toward the goal is insufficient to make adequate progress, the team decides on a necessary intensification or modification to the intervention based on the data and student's observed needs. In grades 9-12, Tier 2 and Tier 3 Interventions are not yet in place.

Criteria for exit from supplemental (Tier 2) and/or intensive (Tier3) targeted reading intervention include:

In grades K-8, the intervening educator monitors progress monitoring data (via Fastbridge) and brings the data and their interpretation to a data review team. This team works together to analyze the student's progress toward an identified goal. If the team decides that progress toward the goal, or attainment of goal, is sufficient, the child is exited from the intervention. The child continues to receive universal screening to ensure progress is maintained. In grades 9-12, Tier 2 and Tier 3 Interventions are not yet in place.

Continuous Improvement for Data-Based Decision Making for Action

Duluth Public School District (0709-01) will make the following changes to data-based decision making for action processes, criteria, and progress monitoring procedures in the 2026-27 school year:

In grades 9-12, based on data-based decision making with grade-level teams, Tier 2 and Tier 3 interventions, along with progress monitoring, will be in place during the 26-27 school year.

8. Parent Notification and Involvement

The READ Act legislation requires districts to notify the parents of each student in grade K-3 who are not reading at or above grade level.

Does Duluth Public School District (0709-01) notify parents or guardians when children are identified as not reading at grade level?

Yes

The table below indicates the frequency and method of parent notification for each grade level.

Parent Notification Frequency by Grade

Grade	Frequency of Notification	Method of Notification
Kindergarten	2 times per year	Parent teacher conferences
	3 times per year	Digital messaging
	3 times per year	Letter sent home with student
Grade 1	2 times per year	Parent teacher conferences
	3 times per year	Digital messaging
	3 times per year	Letter sent home with student
Grade 2	2 times per year	Parent teacher conferences
	3 times per year	Digital messaging
	3 times per year	Letter sent home with student
Grade 3	2 times per year	Parent teacher conferences
	3 times per year	Digital messaging
	3 times per year	Letter sent home with student
Grade 4	2 times per year	Parent teacher conferences
	3 times per year	Digital messaging
	3 times per year	Letter sent home with student
Grade 5	2 times per year	Parent teacher conferences
	3 times per year	Digital messaging
	3 times per year	Letter sent home with student
Grade 6	3 times per year	Digital messaging
Grade 7	3 times per year	Digital messaging
Grade 8	3 times per year	Digital messaging
Grade 9	1 time per year	Digital messaging
Grade 10	1 time per year	Digital messaging
Grade 11	1 time per year	Digital messaging
Grade 12	1 time per year	Digital messaging

READ Act requires the following information be included in parent notifications:

- Student's reading proficiency level as measured by the MDE approved screener
- Reading related services currently being provided to the student
- Strategies parents/families can use at home in helping their student succeed

Parent Notifications from the district or charter includes all required information?

Yes

Families or the community are engaged around literacy through the following:

- More than one of the above

9. Tier 1 (Core) Curricular Resources

The Minnesota READ Act requires districts to use evidence-based curriculum materials that are designed to ensure students mastery of literacy skills at each grade level. In 2024 MDE partnered with the University of Minnesota Center for Applied Research and Educational Improvement (CAREI) to identify literacy curricula that are evidence-based and aligned to structured literacy. The findings of this review can be found on the MDE READ Act Curricula Resources-Tier I webpage.

Tier 1 (Core) Litearcy Instruction and Curricula

The following table displays the Tier 1 (Core) Literacy Instruction and Curricula Resources utilized by Duluth Public School District (0709-01), how the recourse is used and the minutes of instructional delivery per day in grades K-5.

Implemented Curricula	Curricula Type	Grades Implimented	Instructional Delivery Minutes Per Day
Functional Phonics+Morphology, K-5, 2023 (Highly Aligned)	Foundational	Grade 3	30
	Foundational	Grade 4	30
	Foundational	Grade 5	30
Other Curriculum - Heggerty	Foundational	Kindergarten	10
	Foundational	Grade 1	10
Other Curriculum - Wonders 2018	Comprehensive	Kindergarten	40
	Comprehensive	Grade 1	40
	Comprehensive	Grade 2	30
	Comprehensive	Grade 3	30
	Comprehensive	Grade 4	30
	Comprehensive	Grade 5	30
UFLI Foundations, K-2, 2022 (Highly Aligned)	Foundational	Kindergarten	30
	Foundational	Grade 1	30
	Foundational	Grade 2	30

The district used or will use the following process to select an evidence-based Tier 1 (Core) curricular resource:

A committee of K-5 teachers and administrators oversee the selection, adoption, and implementation of Tier 1 curricular resources. This committee reviews third-party evaluations, as well as MDE approved resources, to select and then pilot a curricular resource. This committee is also responsible for monitoring the ongoing implementation of the resource and makes adjustments to the implementation when necessary.

The selection and implementation timeline (e.g., selection, training, fidelity checks, standards alignment) include:

The committee spent two years reviewing and piloting resources. Training is offered before and during the implementation of the resources. Fidelity checks occurred twice during the current school year and standards alignment was completed this year but will continue to be monitored in coming school years.

10. Literacy Interventions Resources

10. Literacy Interventions Resources

The Minnesota READ Act requires districts to use evidence-based intervention materials that are designed to support literacy instruction at each grade K-12. In 2025 MDE partnered with the University of Minnesota Center for Applied Research and Educational Improvement (CAREI) to identify literacy interventions that are evidence-based and aligned to structured literacy. The findings of this review can be found on the MDE Intervention Program Review webpage.

Literacy Intervention Resources Grades K-12

The following table displays the reading intervention resources utilized by Duluth Public School District (0709-01) in all grades K-12. NOTE: Tier 2 and Tier 3 intervention resources do not have to be different.

Tier 2 & 3 Resources	Resource Used for	Grades Implemented	instructional Delivery Minutes
Path to Reading Excellence in School Sites (PRESS)	Tier 2	Kindergarten	30
	Tier 3	Kindergarten	30
	Tier 2	Grade 1	30
	Tier 3	Grade 1	30
	Tier 2	Grade 2	30
	Tier 3	Grade 2	30
	Tier 2	Grade 3	30
	Tier 3	Grade 3	30
	Tier 2	Grade 4	30
	Tier 3	Grade 4	30
	Tier 2	Grade 5	30
	Tier 3	Grade 5	30
	Tier 2	Grade 6	30
	Tier 2	Grade 7	30
	Tier 2	Grade 8	30
Reading Corps	Tier 2	Kindergarten	20
	Tier 2	Grade 1	20
	Tier 2	Grade 2	20
	Tier 2	Grade 3	20
UFLI	Tier 2 & 3	Kindergarten	30
	Tier 2 & 3	Grade 1	30
	Tier 2 & 3	Grade 2	30
	Tier 2 & 3	Grade 3	30
	Tier 2 & 3	Grade 4	30
	Tier 2 & 3	Grade 5	30
	Tier 2 & 3	Grade 6	30
	Tier 2 & 3	Grade 7	30
	Tier 2 & 3	Grade 8	30
Voyager Passport	Tier 3	Kindergarten	30
	Tier 3	Grade 1	30
	Tier 3	Grade 2	30
	Tier 3	Grade 3	30
	Tier 3	Grade 4	30
	Tier 3	Grade 5	30
	Tier 3	Grade 6	30
Other Resources - Explode the Code	Tier 3	Grade 6	30

	Tier 3	Grade 7	30
	Tier 3	Grade 8	30
Other Resources - Functional Phonics & Morphology	Tier 2 & 3	Kindergarten	30
	Tier 2 & 3	Grade 1	30
	Tier 2 & 3	Grade 2	30
	Tier 2	Grade 3	30
	Tier 2 & 3	Grade 3	30
	Tier 2	Grade 4	30
	Tier 2 & 3	Grade 4	30
	Tier 2	Grade 5	30
	Tier 2 & 3	Grade 5	30
	Tier 2	Grade 6	30
	Tier 2 & 3	Grade 6	30
	Tier 2	Grade 7	30

Tier 2 & 3 Resources	Resource Used for	Grades Implemented	instructional Delivery Minutes
Other Resources - Functional Phonics & Morphology	Tier 2 & 3	Grade 7	30
	Tier 2	Grade 8	30
	Tier 2 & 3	Grade 8	30
	Tier 2 & 3	Grade 9	30
	Tier 2 & 3	Grade 10	30
	Tier 2 & 3	Grade 11	30
	Tier 2 & 3	Grade 12	30
Other Resources - Heggerty	Tier 2	Kindergarten	10
	Tier 2	Grade 1	10
	Tier 2	Grade 2	10
Other Resources - Read Naturally	Tier 3	Grade 6	30
	Tier 3	Grade 7	30
	Tier 3	Grade 8	30
	Tier 3	Grade 9	30
	Tier 3	Grade 10	30
	Tier 3	Grade 11	30
	Tier 3	Grade 12	30

Continuous Improvement for Litearcy Intervention Resources

Duluth Public School District (0709-01) will make the following changes to literacy intervention resources for the 2026-27 school year:

In response to Capti ReadBasix screening and the district's chosen phonics diagnostics, our secondary interventionists will use REWARDS and Advanced Word Study during small group instruction and an accelerated reading class.

11. Literacy Aid Funds

Literacy Aid Funds

The following are details about annual Literacy Aid Funds.

Duluth Public School District (0709-01) received the following amount of Literacy Aid Funds in the 2025-26 school year:

$395,169

Amount of Literacy Aid Funds spent in the 2025-26 school year:

$121,340

READ Act Literacy Aid

The following are details about the one-time READ Act Literacy Aid appropriations.

Duluth Public School District (0709-01) received the following amount of READ Act Literacy Aid in the 2024 school year:

$349,754

At the completion of this Local Literacy Plan, the READ Act Literacy Aid reserve account had remaining balance of

$201,921

The plan to spend down the remaining funds are as follows:

The remaining funds will be used for further literacy professional development and the cost of instructional materials.

Literacy Aid Fund Usage

The following table displays how literacy funds were used in the 2025-26 school year.

Use of Literacy Funds	Type of Funds Used
Stipends for teachers completing literacy professional development	Literacy Aid Funds

12: Professional Development Plan

The Minnesota READ Act requires that districts provide teachers and instructional support staff with responsibility for teaching reading with training on evidence-based reading instruction as approved by MDE. The following section details the district or charter school's professional development plan.

Duluth Public School District (0709-01) is using the following approved Phase 1 professional development program(s):

- LETRS

Date of expected completion for Phase 1 Professional Development:

06/30/2026

Synchronous professional development sessions were facilitated by:

Local Certified Facilitator

Duluth Public School District (0709-01) is using the following approved Phase 2 professional development program(s):

- STRIVE Science of Reading

Date of expected completion of Phase 2 Professional Development:

05/03/2027

Synchronous professional development sessions were facilitated by:

Local Certified Facilitator

The following support is provided to teachers who do not complete the approved training at the vendor recommended 80% proficiency level:

Teachers are receiving coaching from the Literacy Lead, re-attending synchronous sessions, and retaking any available 2nd attempts on LETRS assessments.

The following fidelity data is collected to ensure that elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension:

This year, literacy walkthroughs occurred in K-12 classrooms to monitor the use of evidence-based high-quality literacy instructional materials. Additionally, K-5 literacy walkthroughs occurred to monitor implementation of evidence-based instructional strategies in phonemic awareness, phonics, fluency, vocabulary and comprehension that aligned with structured literacy training.

Based on the results of the fidelity data, the following coaching support and feedback is implemented to ensure that all elementary teachers are able to implement explicit, systematic, evidence-based instruction in the following five areas of instruction: phonemic awareness, phonics, fluency, vocabulary, and comprehension:

The data from K-12 walkthroughs was analyzed to identify next steps for implementation of high-quality instructional literacy materials. The data from K-5 walkthroughs was analyzed and areas of strength and growth were identified by the Elementary-Instructional Leadership Team. Areas for growth were then included in plans for professional development days with teaching staff.

The following changes in instructional practices have impacted students:

Qualitative data from K-8 classroom educators indicates that teachers are seeing an increased level of decoding proficiency and engagement within literacy instruction.

Duluth Public School District (0709-01) has implemented the following professional development and support for teachers around culturally responsive literacy practices:

This year, teachers took part in three professional development sessions on culturally responsive practices. K-12 teachers attended two sessions about general culturally responsive practices for classroom instruction. The third session provided for K-5 teachers focused on implementation of the MN ELA Standards relating to MN American Indian tribes and considerations for instruction aligned to these standards.

Duluth Public School District (0709-01) engaged with the Regional Literacy Network through the following:

- Attended District Literacy Lead Community of Practice
- Attended Local Certified Facilitator Community of Practice
- Requested district consultation, coaching, and/or support
- Other, explain
    - Attended ELA standards workshops, Secondary Literacy Workshop Series, Grades 4-12 Dyslexia Workshop Series and open office hours

The following additional literacy focused professional development opportunities will be provided and may include alignment to the strands of the ELA Standards (reading, writing, and exchanging ideas):

The district will be providing professional development opportunities for teachers to unpack the 2020 English-Language Arts standards (including reading, writing, and exchanging ideas) and learn about ways to align classroom instruction with the high-quality instructional materials recently adopted to meet these standards.

13. Professional Development Educator Count

The following tables provide the number of educators in the district or charter school who have met the READ Act professional development requirements, the number who are currently in training and the number who still need training. This training is occurring in phases, the details for which can be found on the MDE READ Act Professional Development webpage.

Educator Count Phase 1

Phase 1: Educator Role	Total Number in District or Charter	Educators who have completed	Educators with Training	Educators who need

	Organization	Training	in Progress	Training
Fourth and fifth grade teachers (Sixth grade depending on the structure of your elementary school)	50	27	23	1
Instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher	181	161	17	3
Pre-K Classroom teachers Pre-K classroom teachers include Voluntary Prekindergarten/School Readiness Plus, Early Childhood Special Education (Part B/619) responsible for early literacy/reading instruction and School Readiness	39	37	0	2
K-3 Classroom teachers	101	101	0	0
K-12 Teachers holding English as a second language licenses	5	5	0	0
K-12 Reading Intervention Teachers	26	23	2	1
K-12 Special Education educators responsible for foundational reading instruction	135	94	29	12
Pre-K through grade five Curriculum Directors	1	1	0	0
Employees who select literacy instructional materials for grades pre-K through grade five	1	1	0	0

Educator Count Phase 2

Phase 2: Educator Role	Total Number in District or Charter Organization	Educators who have completed Training	Educators with Training in Progress	Educators who need Training
Teachers who provide foundational reading instruction to students in grades 4-12	40	3	37	0
Teachers who provide reading instruction to students in dual language immersion programs	1	0	1	0
Teachers who provide reading instruction to students in a state-approved alternative program	3	0	3	0
Employees who select literacy instructional materials for grades 6-12	1	0	1	0
Grades 6-12 Curriculum Directors	1	1	0	0
Grades 6-12 instructional support staff who provide reading support	110	88	17	5

Of the total number of required instructional support staff, contractors, and volunteers from the above charts, the number that have completed the Paraprofessional Structured Literacy Training (PSLT, 8-hours training).

249

The PSLT was provided by:

District PSLT Trainer

14. Multi-tiered System of Supports (MTSS)

Districts are strongly encouraged to adopt a Multi-tiered System of Supports (MTSS) framework. This framework should include a process for:

- **monitoring student progress**
- **evaluating program fidelity, and**
- **analyzing student outcomes and needs**

in order to design and implement ongoing evidence-based instruction and interventions. Minn. Stat. 120B.12, subd. 4a (2025). MDE

in order to design and implement ongoing evidence-based instruction and interventions. Minn. Stat.120B.12, Subd. 4a (2023) . MDE has developed the Minnesota Multi-Tiered System of Supports (MnMTSS) Framework and encourages districts to adopt this framework when implementing MTSS.

Duluth Public School District (0709-01) is implementing a multi-tiered system of support framework:

Yes

The MnMTSS framework is being utilized:

Yes

Duluth Public School District (0709-01) has participated in MDE MnMTSS professional learning:

Yes

15. Dual Language Immersion Programs

MDE defines Dual Language Immersion Programs (DLI) as follows: At the elementary level, students are taught for at least 50 percent of the day in a language other than English. At the secondary level, students take two or more classes in the non-English language.

Duluth Public School District (0709-01) does include a DLI Program

The following table displays Duluth Public School District (0709-01)'s DLI partner languages and the school sites that serve DLI students in each grades K-12.

Dual Language Sites K-12

Partner Language	Name of School Site	Grade	Percent of Students in Partner Language
Ojibwe	Lowell Elementary	Kindergarten	24
		Grade 1	24
		Grade 2	24
		Grade 3	24
		Grade 4	24
		Grade 5	24
Spanish	Lincoln Park Middle School	Grade 6	8
		Grade 7	8
		Grade 8	8
	Lowell Spanish Immersion	Kindergarten	100
		Grade 1	100
		Grade 2	100
		Grade 3	100
		Grade 4	100
		Grade 5	100
	Myers-Wilkins Elementary	Kindergarten	31
		Grade 1	31
		Grade 2	31
		Grade 3	31
		Grade 4	31
		Grade 5	31

The following table displays the literacy screening tools used in Duluth Public School District (0709-01)'s DLI program by language and grade.

Literacy Screening Tools K-12

Literacy Screening	Grade Screened	Name of Partner English Screening Tool	Partner Language Screening Tool (Language)
English	Kindergarten	FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	FastBridge Spanish: earlyReading (Grades K-1) and CBMReading (Grades 1-3)
		FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	Program-Created Ojibwe Screening Tool
	Grade 1	FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	FastBridge Spanish: earlyReading (Grades K-1) and CBMReading (Grades 1-3)
		FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	Program-Created Ojibwe Screening Tool
	Grade 2	FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	FastBridge Spanish: earlyReading (Grades K-1) and CBMReading (Grades 1-3)
		FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	Program-Created Ojibwe Screening Tool
	Grade 3	FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	FastBridge Spanish: earlyReading (Grades K-1) and CBMReading (Grades 1-3)
		FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	Program-Created Ojibwe Screening Tool
	Grade 4	FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	FastBridge Spanish: earlyReading (Grades K-1) and CBMReading (Grades 1-3)
		FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	Program-Created Ojibwe Screening Tool
	Grade 5	FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	FastBridge Spanish: earlyReading (Grades K-1) and CBMReading (Grades 1-3)
		FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	Program-Created Ojibwe Screening Tool
	Grade 6	FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	FastBridge Spanish: earlyReading (Grades K-1) and CBMReading (Grades 1-3)
	Grade 7	FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	FastBridge Spanish: earlyReading (Grades K-1) and CBMReading (Grades 1-3)
	Grade 8	FastBridge: earlyReading (Grades K-1) and CBMReading (Grades 1-3)	FastBridge Spanish: earlyReading (Grades K-1) and CBMReading (Grades 1-3)

- Site Disclaimer (https://education.mn.gov/MDE/about/MDEDEV_001316)
- Privacy Statement (https://education.mn.gov/MDE/about/MDEDEV_001315)
- Minnesota.gov (http://mn.gov/portal/)
- Help (https://education.mn.gov/MDE/about/MDEDEV_001317)
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The following table displays the number of students in Duluth Public School District (0709-01)'s DLI program(s) who were screened for literacy skills in grades K-3 and the number reading at or above benchmark in spring.

DLI Student Screening Counts Grades K-3

Grade	Number of Students in DLI Program(s)	Number of Students Screened	Number of Students Reading at or Above Benchmark in Spring
Kindergarten	18	76	4
1st	16	79	28
2nd	12	61	38
3rd	14	66	42

The following table displays the number of students in Duluth Public School District (0709-01)'s DLI program(s) who were screened for literacy skills in grades 4-12, the number identified as not reading at grade level and the number opted out of screening.

DLI Student Screening Counts Grades 4-12

Grade	Number of Students in DLI Program(s)	Number of Students Screened	Number Identified as Not Reading At Grade Level	Number of Students Opted Out of Screening
4th	64	64	11	0
5th	55	55	13	0
6th	16	16	0	0
7th	24	24	1	0

8th	15	15	0	0
9th	0	0	0	0
10th	0	0	0	0
11th	0	0	0	0
12th	0	0	0	0

COW Agenda Cover Sheet

Meeting Date: 6/9/26

Topic: Student Handbook

Presenter(s): Jen Larva and Adelle Wellens

Attachment: None

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

Changes to this student handbook includes:

- Updates to the Directory
- Adding ParentSquare as a communication during E-learning Days
- Changing “Blended Learning” to “Digital Learning”
- Adding “Backpacks: All students are required to keep their backpacks in their lockers from first bell to last bell.”
- Adding “including the unapproved use of generative use of Artificial Intelligence (AI)” under Academic Dishonesty.
- Adding “We strive for a 90% or better consistent positive student attendance. All student absences must be reported to the school through their communication tool within 48 hours of the absence for it to be considered excused. This includes notification in advance for family trips lasting longer than two days.” under attendance.
- Added “and/or consideration for expulsion” to Level 4 Incidents
- Added “and/or consideration for expulsion” to second and third offense of Level 3 Incidents
- Added “Nicotine Delivery systems” as part of Tobacco definition.
- Added “A 6-12 grade student has access to the DTA via their student ID if removal is required” as alternative transportation
- Added “or unapproved sales” to disciplinary definitions.
- Updated Policies

This Requires School Board Approval : Yes

COW Agenda Cover Sheet

Meeting Date: 6/9/26

Topic: 2025-2026 Suspension Rates

Presenter(s): Todd McGowan and Jason Crane

Attachment: 25/26 Suspension rates

Brief Summary of Presentation or Topic (no more than a few sentences):
Analyzing suspension rates annually provides valuable information about student behavior, school climate, and equity as we head into the next school year. This presentation is an example of how we monitor suspension data alongside attendance, academic performance, and student support indicators to ensure our disciplinary practices promote both safety and student success.

This Requires School Board Approval :

Duluth Public Schools
Suspension Data
2025-2026

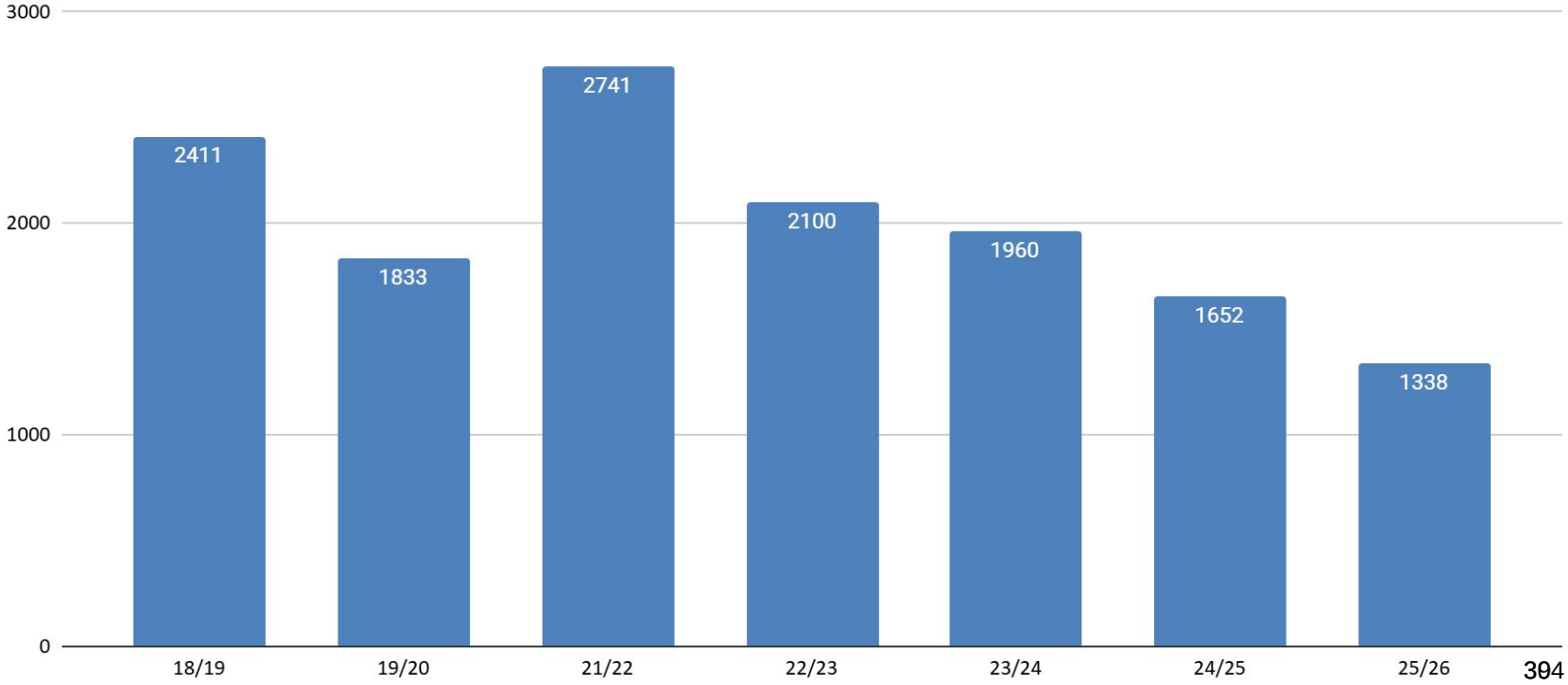
www.ISD709.org

Duluth
Public Schools

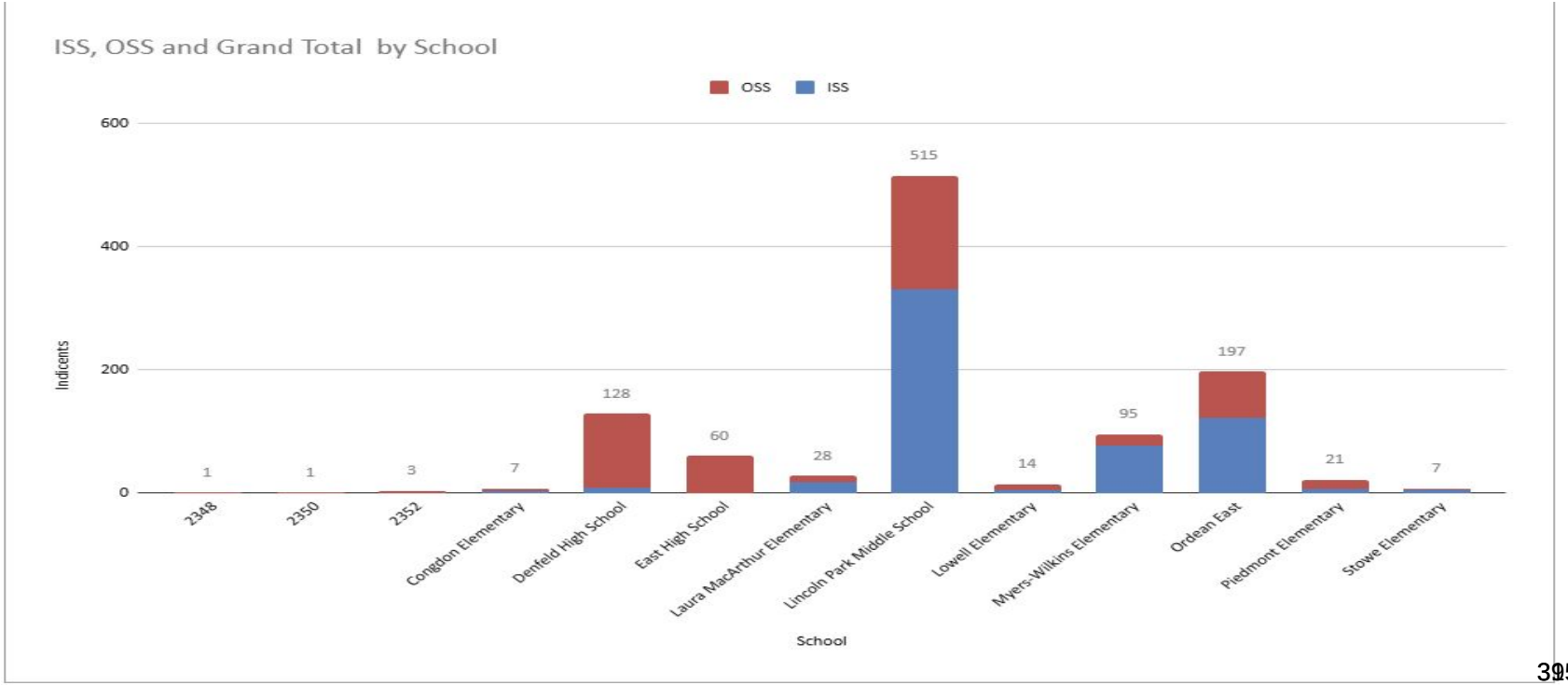
Every Student. Every Day.

Presented by District and Site Leaders

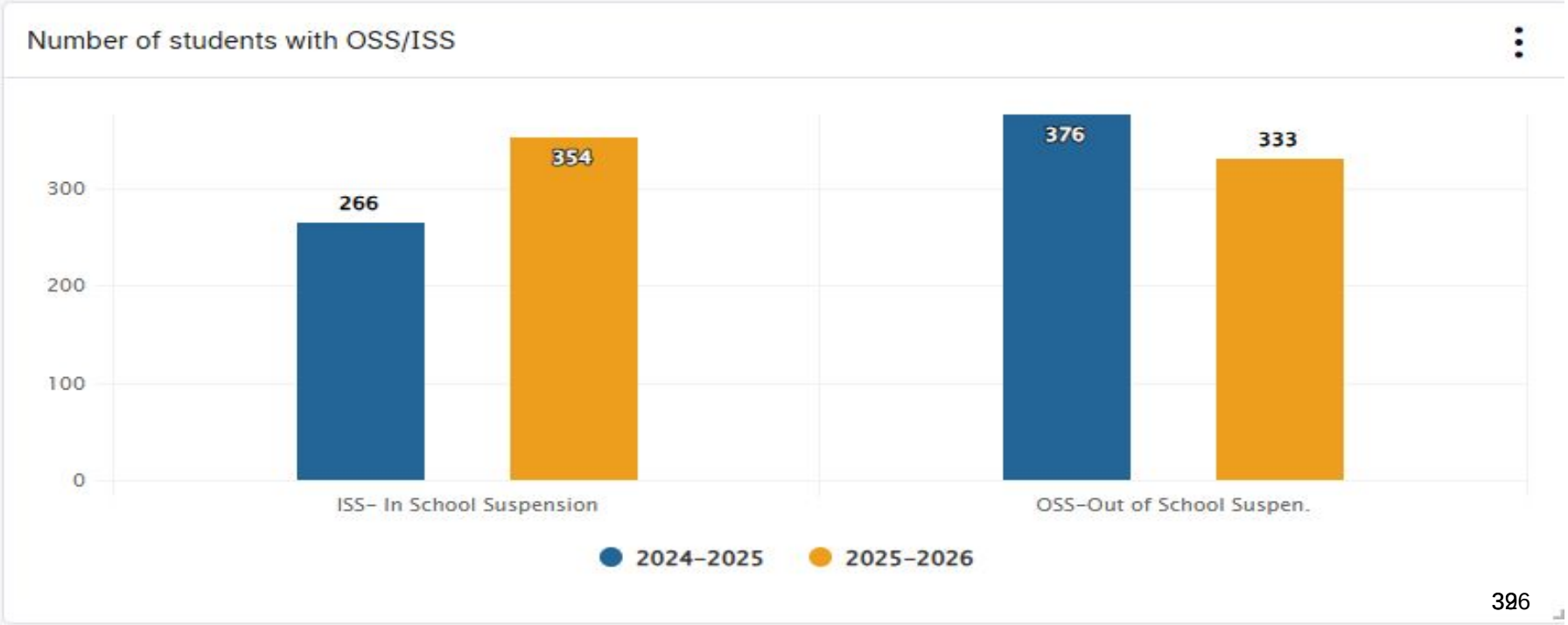
School Suspension Days (OSS/ISS Combined):



By School


ISS, OSS and Grand Total by School
OSS
ISS
600
400
200
0
Indicents
1
1
3
7
128
60
28
515
14
95
197
21
7
2348
2350
2352
Congdon Elementary
Denfeld High School
East High School
Laura MacArthur Elementary
Lincoln Park Middle School
Lowell Elementary
Myers-Wilkins Elementary
Ordean East
Piedmont Elementary
Stowe Elementary
School

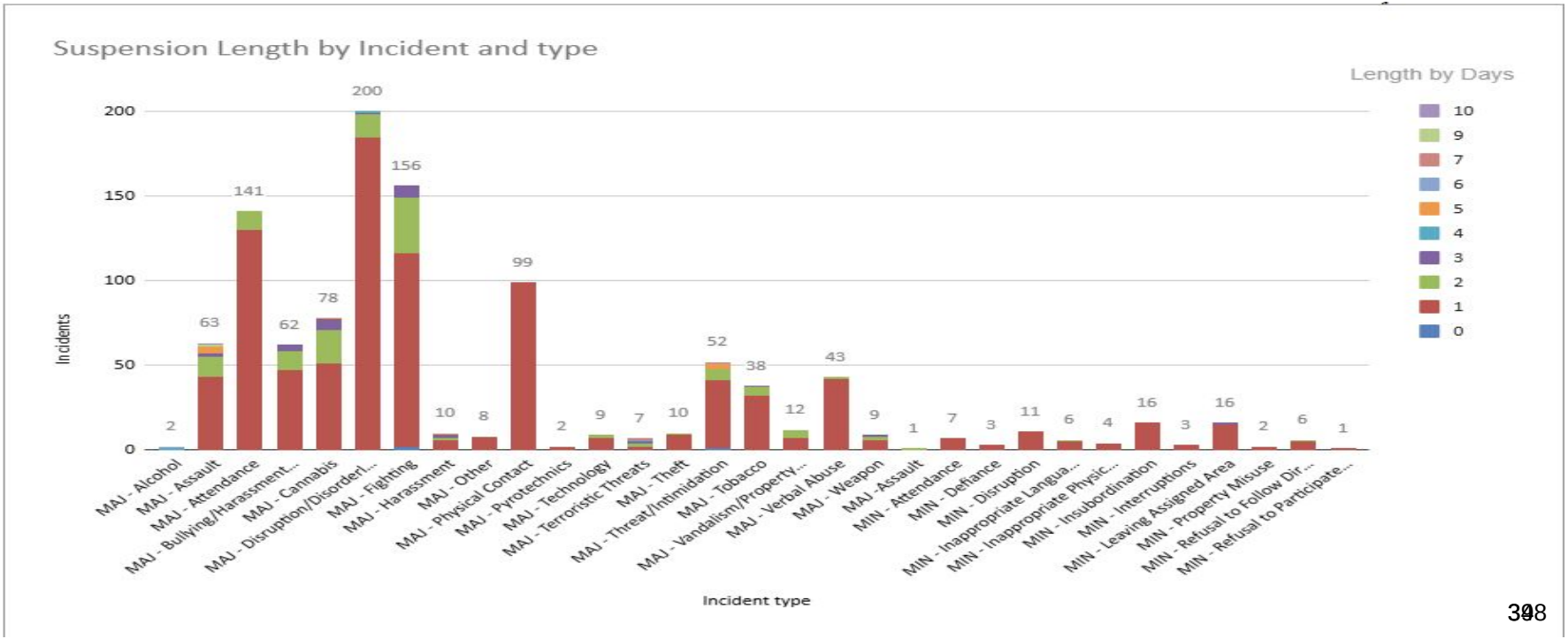
Total Number of Students receiving ISS or OSS



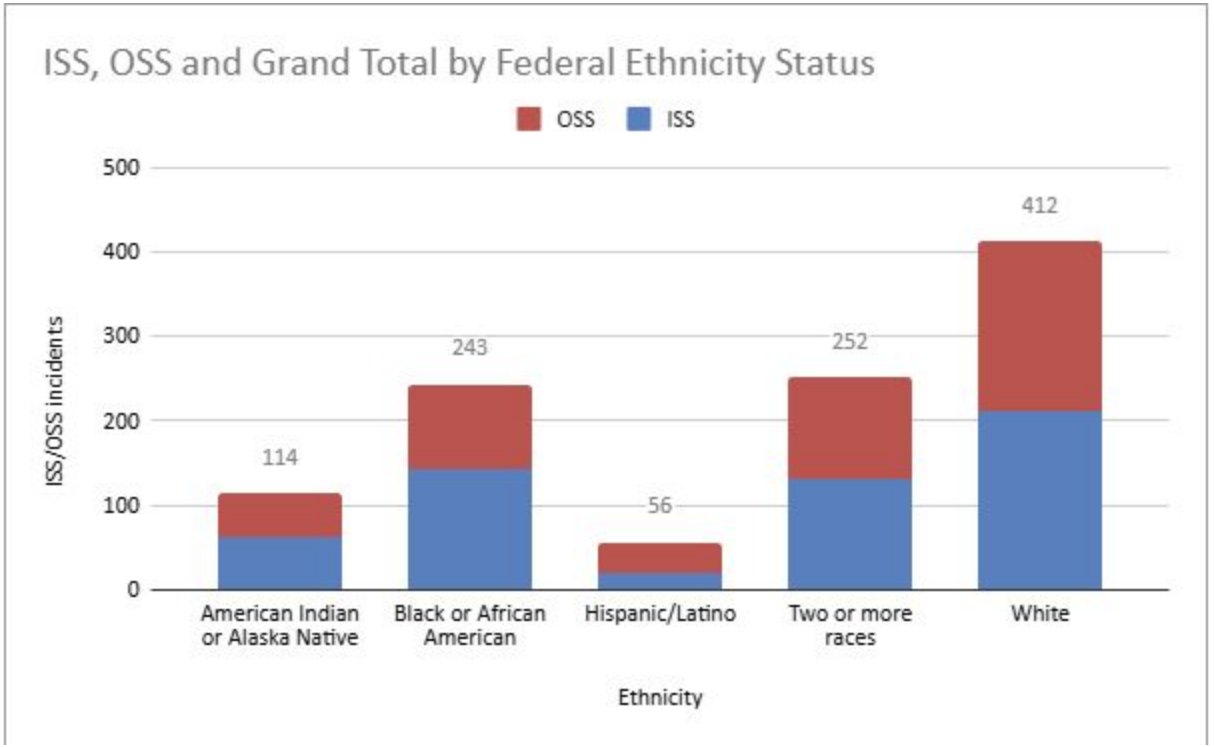
Number of Individual Students that Received ISS/OSS

Resolution Type	School Year		Difference in Percentage
	24-25	25-26	
American Indian ISS	52	61	+16%
American Indian OSS	66	69	+4%
Black or African American ISS	53	57	+7%
Black or African American OSS	60	54	-10%
White ISS	104	182	+75%
White OSS	179	160	-11%
All Students ISS	271	345	+27%
All Students OSS	381	333	-13%

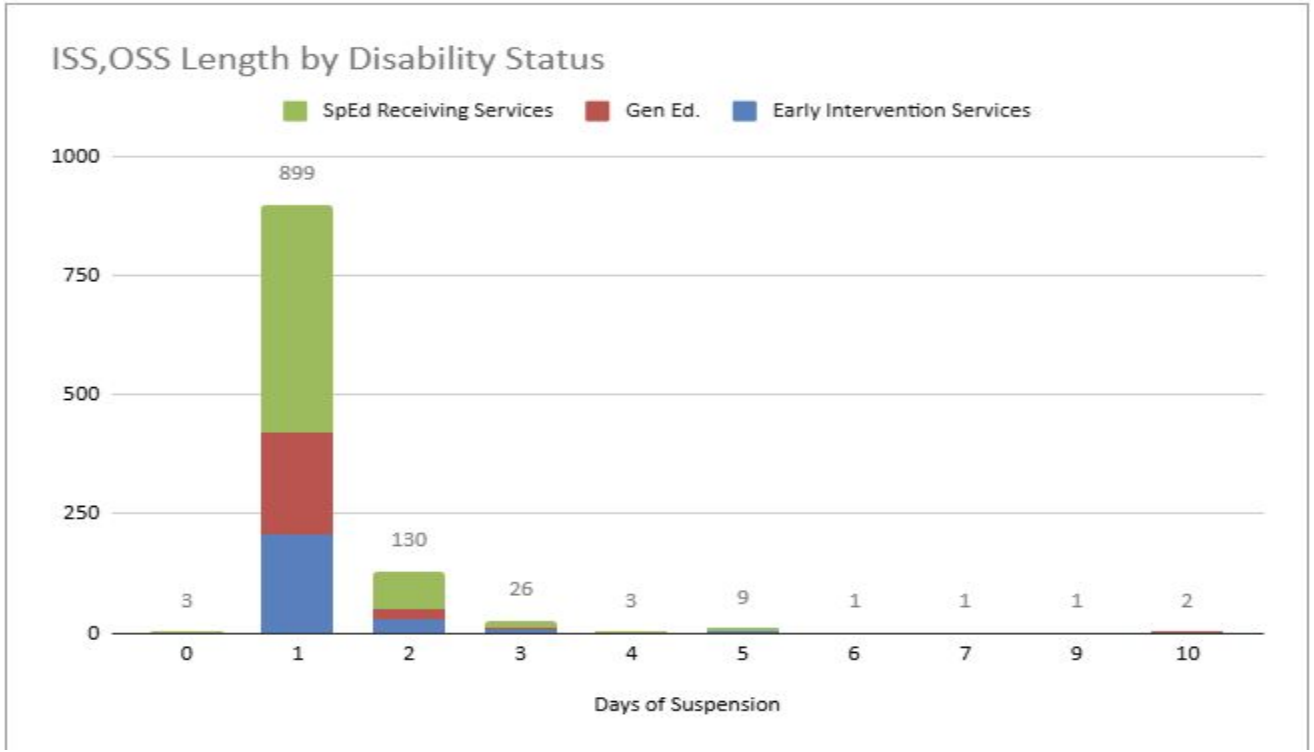
Length by incident (1077)



Out of School Suspension (OSS): Disproportionality Rates 25-26



Length of days by disability category



COW Agenda Cover Sheet

Meeting Date: 6/9/26

Topic: NSPRA Communications Audit

Presenter(s): Jessica Scheckton from NSPRA and Adelle Wellens

Attachment: Duluth Public Schools Communication Audit Report
Duluth Public Schools NSPRA Communications Audit Presentation

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

NSPRA Auditor Jessica Scheckton will present the findings of our communications audit. Adelle Wellens will answer questions on what has already been completed and next steps.

This Requires School Board Approval : No

NSPRA
COMMUNICATION
AUDIT REPORT

Duluth Public Schools

June 2026

National School Public Relations Association
P.O. Box 1493 | Rockville, MD 20849
(301) 519-1225 | www.nspra.org
www.facebook.com/NSPRAssociation
x.com/nspra

COMMUNICATION AUDIT TEAM

Lead Auditor:

- Jessica Scheckton, APR, PMP



NSPRA Research Team Staff:

- Mellissa Braham, APR - Associate Director
- Alyssa Teribury - Communication Research Manager
- Jessica Scheckton, APR, PMP - Communication Research Specialist

AGENDA

- Goal of the NSPRA Communication Audit
- Audit process
- Key findings – overall perceptions
- SWOT analysis
- Recommendations and action steps
- Benchmarking against best practices
- Considerations for implementation
- Questions



WHAT IS A NSPRA COMMUNICATION AUDIT?

- **A comprehensive assessment** of current communication efforts and the effectiveness of the overall program
- **A snapshot of current perceptions** about your schools, district and leadership
- **A tool** that provides baseline research to evaluate progress and a framework for developing your communication plan



NSPRA AUDIT PROCESS: Research Components

Review of district materials

- Print & digital publications, policies, goals reports, campaigns, plans, media coverage, websites, social media, etc.

SCOPE Survey

- Administered in Nov.-Dec. 2025 to 600+ participants
- Surveyed parents, employees, community and HS students

Focus groups

- Held virtually in December 2025 with parents, employees and business & community partners

Interviews with:

- Superintendent
- Communications Officer
- Family and Community Engagement Specialist

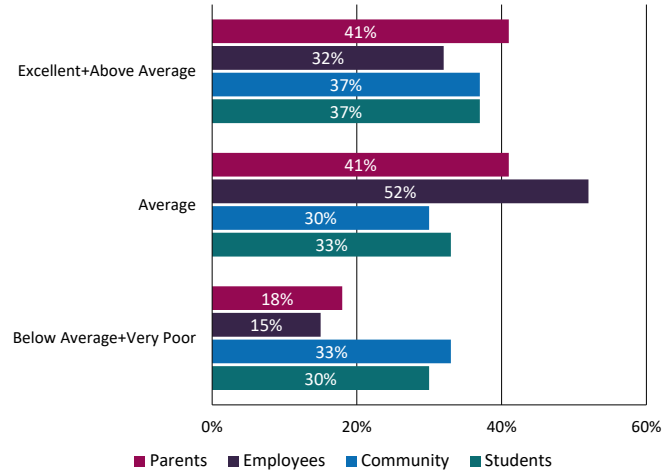


SURVEY PARTICIPATION

Stakeholder Group	Total Population	# of Surveys Completed	Margin of Error* Achieved	Margin of Error* Target
Parents/Guardians	8,700	315	±5.4%	±5.0%
Employees	1,777	182	±6.9%	±5.0%
Community Members	94,726	27	±18.9%	±10.0%
Students	2,757	108	±9.2%	±10.0%

*Using the industry-standard equation for reliability

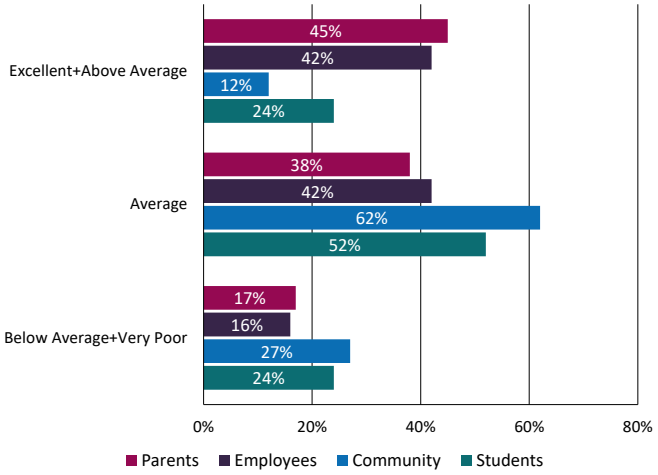
KEY FINDINGS:
STAKEHOLDERS' OVERALL PERCEPTION OF ISD 709



SCOPE SCORECARD

Stakeholder Group	ISD 709	National Average	National High	National Low
Parents	**3.3**	3.8	4.7	2.6
Employees	**3.2**	3.7	4.5	2.3
Community	**3.0**	3.4	4.5	2.1

KEY FINDINGS:
STAKEHOLDERS' SATISFACTION WITH COMMUNICATIONS

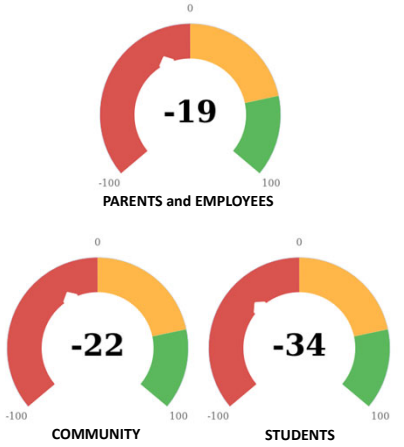


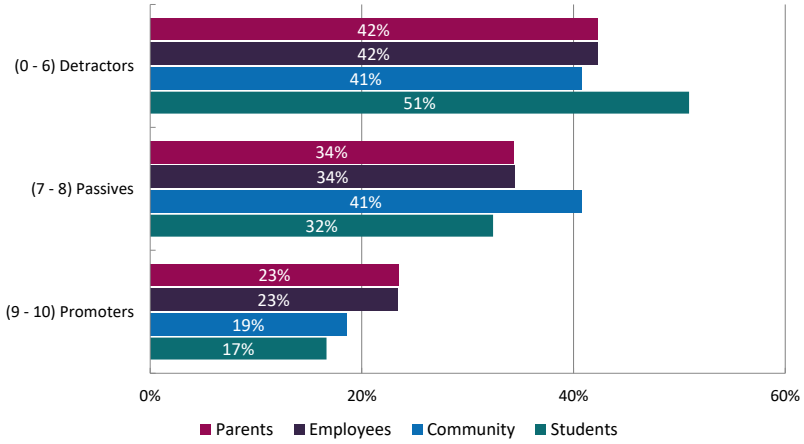
SCOPE SCORECARD

Stakeholder Group	ISD 709	National Average	National High	National Low
Parents	**3.4**	3.8	4.6	3.1
Employees	**3.3**	3.6	4.3	2.6
Community	**2.8**	3.2	4.3	2.0

KEY FINDINGS:
LIKELIHOOD OF RECOMMENDING THE DISTRICT

Net Promoter Score: Measure of overall satisfaction and loyalty





SWOT ANALYSIS

STRENGTHS

- District leaders and the Communications Officer acknowledge gaps in strategic communication and have demonstrated openness to improvement by engaging in a comprehensive audit to inform more planned and systematized practices.
- Strong school-level relationships among staff, families and community partners create a foundation for effective communication and engagement with students and families.
- ISD 709 offers a broad range of programs and opportunities for students, including diverse academic pathways, electives and specialized offerings that many families view as a distinguishing strength of the district.
- Equity and inclusion are clearly embedded in district values and messaging, providing a consistent anchor for future communication efforts.
- The district actively cultivates community partnerships to enhance programming quality, expand access to services and support students and families.

SWOT ANALYSIS

WEAKNESSES

- The district lacks a strategic communication plan to guide priorities, messaging and audience targeting.
- The Communications Officer is not consistently included early in discussions and decisions on issues that affect families, staff and the community, limiting the district's ability to support clear and proactive communication.
- Limited staffing and unclear expectations for shared communication responsibilities constrain the district's ability to expand or sustain effective communication efforts.
- The district communicates inconsistently and with insufficient depth about high-stakes issues such as funding, staffing, curriculum and long-term plans.
- Leadership turnover has contributed to communication practices that are driven by individuals rather than systems, resulting in inconsistency and unclear expectations.
- Diffuse responsibility and unclear decision-making processes hinder timely information flow and leave frontline staff without sufficient context to communicate effectively.

SWOT ANALYSIS

OPPORTUNITIES

- Values-based and community-focused content generates strong engagement, underscoring the need for clearer planning, framing and expectations for dialogue around complex or sensitive topics.
- Strong pride in local schools and positive school-level relationships highlight a disconnect between lived experiences and broader district perceptions that could be addressed through more targeted, substantive and audience-centered communication.
- Broad recognition of the district's people, programs and commitment to students provides a platform to more clearly articulate the district's value proposition and align communication with what families and community members value most.
- Stakeholder expectations for clearer transparency and meaningful two-way communication create momentum for improving how feedback, decision making and follow-through are communicated.

SWOT ANALYSIS

THREATS

- Limited direct communication with non-parent residents increases reliance on third-party narratives, reducing the district's ability to shape understanding and build support among community members and taxpayers.
- Lingering distrust tied to historical leadership decisions and engagement approaches continues to influence how current communication is received, regardless of intent or content.
- Mixed and often negative perceptions of the district—particularly among community members and students—pose an ongoing risk to credibility and public understanding if not addressed through clearer, more substantive communication.
- Persistent perceptions of an east-west divide undermine confidence in equity efforts and complicate districtwide messaging about fairness, access and shared priorities.
- Budget pressures and enrollment growth strain staff capacity and morale, reducing the district's ability to respond nimbly and consistently and, over time, threatening to erode trust and confidence among families and community members.

OVERVIEW OF RECOMMENDATIONS

1. Align communication staffing and capacity with district expectations and stakeholder needs.
2. Develop and implement a strategic communication plan that includes measurable objectives focused on moving the district toward achieving its goals.
3. Strengthen internal communication systems to improve information flow and staff readiness.
4. Increase transparency around decision-making processes and the role of stakeholder input to build and sustain trust in district leadership.
5. Shift district communication toward more targeted, substantive and audience-centered content.
6. Streamline and clarify the district's communication ecosystem to reduce overload and improve access.

RECOMMENDATION 1

Align communication staffing and capacity with district expectations and stakeholder needs.

1. Create a communications or digital specialist position to support and supplement the work of the Communications Officer.
2. Formalize and strengthen a districtwide network of communications liaisons to improve coordination, consistency and adherence to district communication expectations.
3. Expand storytelling capacity through high-quality, student-generated content.

RECOMMENDATION 2

Develop and implement a strategic communication plan that includes measurable objectives focused on moving the district toward achieving its goals.

1. Follow the four-step strategic public relations planning process.
2. Include proactive issues management as a component of communication planning.
3. Focus strategies on increasing stakeholder understanding and engagement.
4. Include crisis communications as a component of strategic communication planning.
5. Provide opportunities for administrators to review the communication plan.
6. Provide regular strategic communication plan updates to the school board.

RECOMMENDATION 3

Strengthen internal communication systems to improve information flow and staff readiness.

1. Consistently take an employees-first approach to disseminating information.
2. Establish and follow a consistent process for how key information is shared with staff.
3. Develop a more robust, “true” staff intranet to provide targeted, up-to-date information to all employees.
4. Rethink the staff e-newsletter to better prioritize and curate internal information.
5. Establish baseline communication expectations and resources for new and existing employees.

RECOMMENDATION 4

Increase transparency around decision-making processes and the role of stakeholder input to build trust in district leadership.

1. With all major decisions, consider first how best to include stakeholders in the decision-making process.
2. Clarify and consistently communicate decision-making roles and expectations.
3. Establish consistent systems for communicating pending decisions.
4. When gathering input, seek a variety of voices and perspectives.
5. When announcing a decision, highlight how feedback and data shaped it.
6. For quick and informal staff input, try rounding conversations.
7. Raise awareness of feedback channels and how to use them most effectively.

RECOMMENDATION 5

Shift district communication toward more targeted, substantive and audience-centered content.

1. Incorporate planning principles into communication initiatives that improve stakeholder understanding and awareness of important district matters.
2. Create and implement a comprehensive, year-round budget communication strategy.
3. Create an editorial calendar to plan ahead for storytelling around high-impact and high-stakes issues.

RECOMMENDATION 6

Streamline and clarify the district's communication ecosystem to reduce overload and improve access.

1. Use SCOPE Survey findings to establish a common framework for parent communications.
2. Clarify and communicate expectations for updates to parent portals and other parent communication platforms.
3. Expand use of district and school websites as centralized repositories for key information.
4. Provide clear, proactive guidance for families and the community on where and how to find information.
5. Make information easier for audiences to consume.

BENCHMARKING AGAINST COMMUNICATION BEST PRACTICES NATIONWIDE

How the district is doing compared to standards of excellence in school public relations, as outlined in NSPRA's *Rubrics of Practice and Suggested Measures.*



BENCHMARKING AGAINST COMMUNICATION BEST PRACTICES NATIONWIDE

- CFA 1 – **Comprehensive planned communications:** Emerging
- CFA 2 – **Internal communications:** Emerging
- CFA 3 – **Parent/family communications:** Established
- CFA 4 – **Marketing/branding communications:** Established
- CFA 5 – **Crisis communications:** Established
- CFA 6 – **Bond/finance plans and campaigns:** Emerging
- CFA 7 – **Diverse, equitable and inclusive communications:** Established

CONSIDERATIONS FOR IMPLEMENTATION



Team effort:

Recommendations go beyond what can be achieved by Communications Office alone.

Long-term effort:

- Introduce new components when budget, resources and staff capacity allow.
- While maintaining existing programs, it may not be feasible to undertake more than one to two major recommendations in a year.

QUESTIONS?

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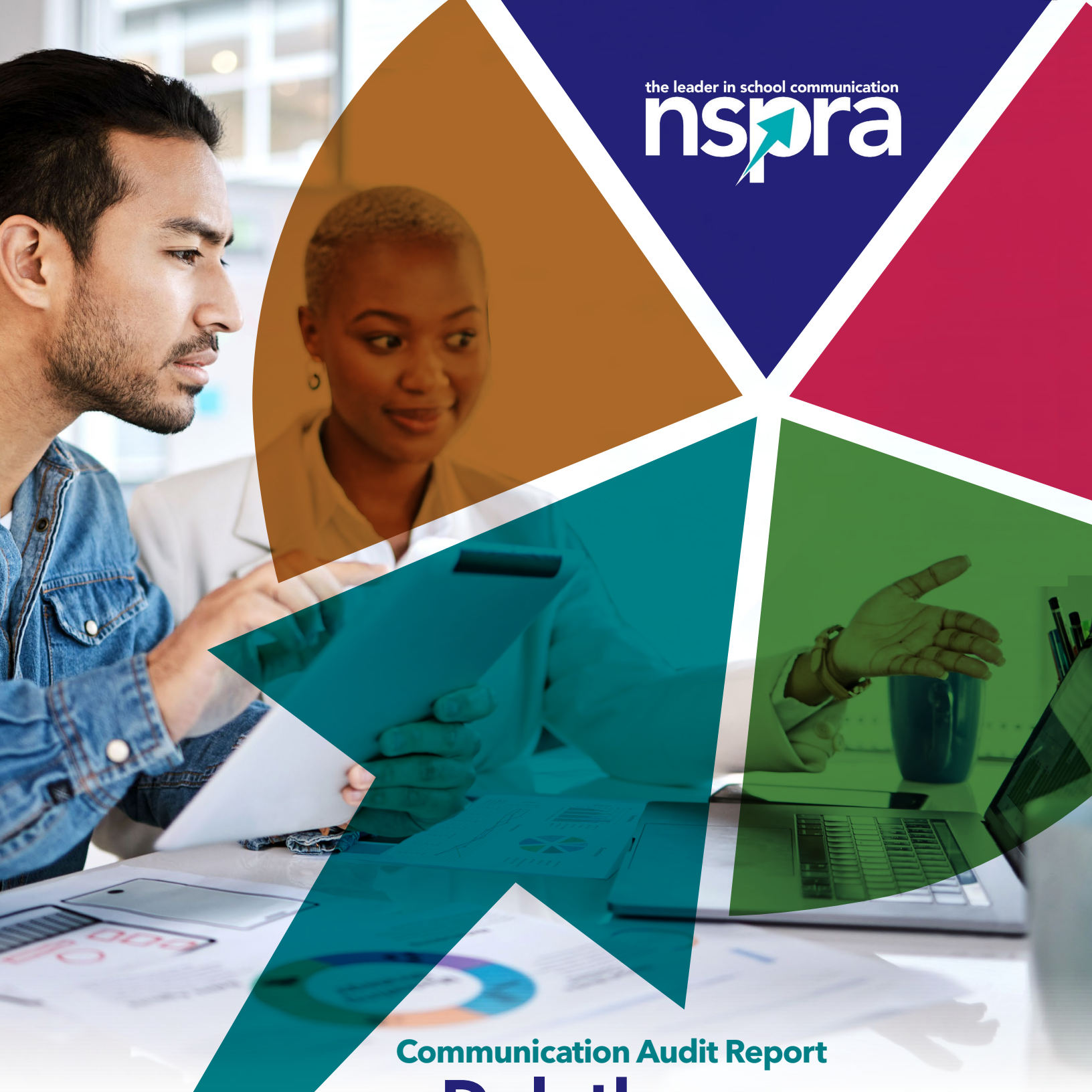
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Communication Audit Report

Duluth Public Schools

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Executive Summary

About the NSPRA Communication Audit

Duluth Public Schools (ISD 709) has contracted with the National School Public Relations Association (NSPRA) for an in-depth, independent review of the system's overall communication program. The NSPRA Communication Audit process helps to identify the strengths, weaknesses and opportunities for improvement in a school communication program through a process that includes:

- A review of print and digital communication materials, tools and tactics;
- Quantitative research through the surveying of district staff (instructional, support, administrative, etc.), parents/caregivers and community members; and
- Qualitative research through focus groups with these same audiences and through interviews with staff who perform formal communication functions for the district.

Details of this process can be found in the Introduction of this report.

The results of this process are shared in four main sections of the report:

- The Key Findings section provides details about what was learned through the review of materials and the analysis of quantitative and qualitative data.
- A SWOT Analysis distills these findings into the district's primary internal strengths and weaknesses, and external opportunities and threats related to its communication goals.
- The Benchmarking of Results section reflects how the district's communication program compares to other districts on nationally benchmarked SCOPE Survey questions and national standards of excellence in school public relations, as outlined in NSPRA's *Rubrics of Practice and Suggested Measures*.
- The Recommendations section details suggested strategies and tactics for addressing identified communication gaps and for enhancing effective strategies already in place.

Report Synopsis

Following is an overview of this report. As with all school systems, ISD 709 has areas where it excels and areas where improvements can be made. For a full understanding of what was learned, the rationale behind the resulting recommendations and what will be required to implement those steps, it is recommended that the report be read in its entirety.

Key Strengths of the Current Communication Program

- District communications are generally recognizable, understandable and trusted by parents and employees, providing a solid foundation for more strategic and transparent engagement.
- Crisis communications have improved in recent years, supported by clearer protocols, templates and timely outreach that most staff view as helpful during serious incidents.
- ParentSquare is widely adopted and valued by families and staff, providing a consistent, push-based channel that aligns with stakeholder preferences for email-based communication.

- The Communications Office has taken steps to strengthen consistency and structure through common platforms, branding and templates, establishing a baseline that can support greater districtwide coordination.

Key Challenges of the Current Communication Program

- The Communications Office is staffed by a single person, significantly limiting capacity for strategic, proactive communications.
- High-stakes topics such as funding, staffing, curriculum and long-term plans are communicated infrequently, inconsistently or without sufficient context to internal and external stakeholders, leaving audiences feeling underinformed and eroding trust.
- Stakeholders experience communication overload and fragmentation, driven by overlapping channels, inconsistent practices across schools and departments, and unclear expectations about which platforms should be used for which purposes.
- Roles, responsibilities and decision-making authority are widely perceived as unclear across staff, resulting in inconsistent messaging, delayed information and frontline staff feeling that they are asked to communicate decisions without full context.
- District and school websites are not functioning as reliable, up-to-date information hubs, due to uneven maintenance, unclear governance and limited use for timely communication.
- The district lacks a consistent, effective way to communicate with non-parent community members, leaving many residents reliant on external sources rather than district-owned channels for information.

Recommendations

Based on analysis of the research, the auditor recommends the following strategies and their related action steps for enhancing ISD 709's communication program.

1. Align communication staffing and capacity with district expectations and stakeholder needs.
2. Develop and implement a strategic communication plan that includes measurable objectives focused on moving the district toward achieving its goals.
3. Strengthen internal communication systems to improve information flow and staff readiness.
4. Increase transparency around decision-making processes and the role of stakeholder input to build trust in district leadership.
5. Shift district communication toward more targeted, substantive and audience-centered content.
6. Streamline and clarify the district's communication ecosystem to reduce overload and improve access.

Implementing these recommendations should be considered a long-term process that involves everyone responsible for communicating in ISD 709, not just the Communications Office. **It is generally not feasible to address more than two to three recommendations each year.** But while some report recommendations may require major investments of time, this report also offers opportunities to rethink existing practices or to make quick improvements without a significant investment of resources.

Introduction

The Environmental Setting for Communications

When assessing an organization's communication program, it is important to first understand the organization itself and its environment. That background is provided here.

About the District

Duluth Public Schools (ISD 709) is a PK-12 public school district serving approximately 8,700 students in the Duluth, Minnesota, metropolitan area. Classified as a small city district, it operates 13 schools, including nine neighborhood elementary schools serving grades K-5 or PK-5, two middle schools serving grades 6-8 and two comprehensive high schools serving grades 9-12.

ISD 709 employs nearly 1,800 staff members and is governed by a seven-member school board. Board members serve staggered four-year terms, with four elected from geographic precincts and three elected at large. The district's estimated budget for the 2025-26 school year is approximately $185 million.

The district operates through a layered leadership structure that includes a Cabinet—composed of the superintendent, assistant superintendent, directors and the communications officer—as well as other cross-functional leadership teams, principal groups, department meetings and standing operational committees. Issues are discussed and decisions are shaped across multiple venues, reflecting a district of growing complexity and scope. In the past year, the district has also experienced notable leadership turnover at the Cabinet and director level, resulting in several key administrators who are new to their roles or new to the district.

According to the most recent data from the Minnesota Report Card, student enrollment is approximately 77% white, 9% American Indian, 4% Black or African American, 3% Hispanic or Latino, 1% Asian and 6% two or more races. Fewer than 1% of students are identified as English language learners. Nearly one quarter receive special education services, and about 39% qualify for free or reduced-price meals. The district's four-year graduation rate is 79%.

The district offers a range of specialty programs designed to meet diverse student needs. These include an alternative secondary program through its Area Learning Center, a state-accredited virtual program (Academic Excellence Online High School), Spanish and Misaabekong Ojibwe language immersion, high school Career Pathways programs, extensive early childhood programming including Duluth Preschool and Head Start and a variety of special education programs offered at co-located and standalone sites. ISD 709 also partners with numerous community organizations, such as the Duluth Public Library, to expand opportunities for students and families.

In contrast to many Minnesota districts, ISD 709 has experienced modest but meaningful enrollment growth in recent years. Based on figures cited by the superintendent during a September 2025 School Board meeting, year-to-year enrollment increased by approximately 2% from the prior school year, exceeding projections. This growth has begun to shape planning discussions related to facilities, classroom capacity and program placement, occurring in the context of a divisive and ultimately unsuccessful attempt to revisit school boundaries in 2020.

Like many U.S. cities, the city of Duluth experienced early-20th-century racial segregation and redlining practices that restricted investment in west-side neighborhoods. Those historic practices in the

city have been widely cited as contributing to present-day disparities in housing stability, income, health indicators and student academic performance between the western and eastern parts of the city. A 2022 Minnesota Public Radio report described a "geographical and generational divide" separating Duluth's more working-class, racially diverse west side from its whiter, more affluent east end.

These geographic disparities appear to be reflected in some school demographics and outcomes. According to state data, East Duluth High School's student body is 88% white and its graduation rate is 95%. At Denfeld High School on the city's west side, students are 63% white and the graduation rate is nearly 20 percentage points lower. Under Minnesota's federal accountability system, the district and certain schools have been identified as in need of improvement due to persistent achievement gaps and performance indicators related to graduation rates and student subgroup outcomes, but district initiatives aimed at closing these gaps have produced measurable gains among historically underserved student groups in recent years.

In the mid-2000s, the district launched the "Red Plan," a long-range facilities initiative intended to modernize aging buildings and consolidate schools in response to declining enrollment. While supporters framed the plan as an effort to right-size and update facilities, it generated sustained controversy regarding cost, neighborhood impact and the absence of direct voter approval. The fiscal implications of the Red Plan remain defining features of the district's financial landscape and continue to influence community perceptions, especially regarding the east-west divide and ISD 709's long-term financial stewardship.

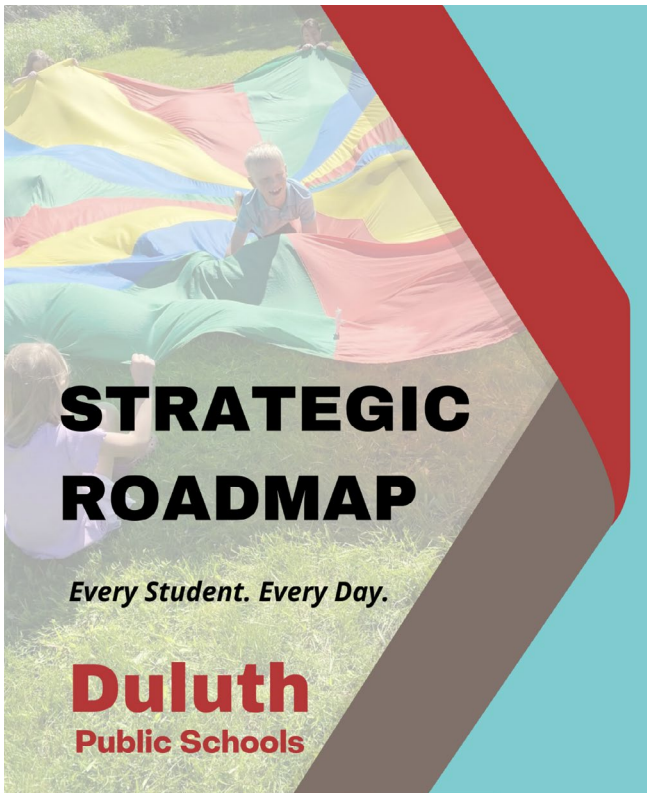
In 2023, voters considered two referendum questions: one to refinance existing debt to support academic and mental health staffing, which passed, and one to increase property taxes to fund technology infrastructure and equipment, which failed—reflecting both community support for direct student services and ongoing caution regarding new financial commitments.

Following the expiration of federal Elementary and Secondary School Emergency Relief (ESSER) funds, the district has faced structural budget deficits and approved approximately $5 million in reductions for the 2025-26 school year, including staffing reductions of about 48 full-time equivalent positions, although numerous special education positions were subsequently restored due to increases in students needing services. At the time of this audit report, district leaders anticipated the need for an additional $4 million in reductions for the upcoming school year.

The district's logo (pictured below) includes the phrase "Every Student. Every Day." Its mission states that "Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community." The district's vision describes "an academically engaging, safe and inclusive environment with high expectations and responsible use of resources." Core values emphasize learning, excellence, equity, collaboration and belonging.



In 2023, ISD 709 adopted a three-year strategic operational plan outlining its strategic directions and desired daily experiences for students, families and staff. Together, these guiding documents establish expectations for district operations and provide important context for how communication is intended to support transparency, engagement and trust across the school community.



About the Communications Office

Duluth Public Schools' communications function is led by Communications Officer Adelle Wellens, who has served in the role since January 2022 and reports directly to the superintendent. Prior to joining the district, she spent more than a decade working in journalism, including as a reporter covering local government and school districts and later as an award-winning education reporter focused on ISD 709. This background informs her role as the district's primary communications strategist, media liaison and crisis communications lead. Adelle is also an active member of NSPRA and will soon be president-elect of MinnSPRA, the Minnesota state chapter of NSPRA.





According to the official job description, the Communications Officer is responsible for leading all districtwide communications and marketing efforts and serving as a strategic advisor to district leadership. Core responsibilities include planning and directing public information programs; coordinating internal and external communications; serving as the district's primary media contact; overseeing district websites, social media platforms and digital communication tools; managing crisis and emergency communications; supporting principals and department leaders with communications guidance; and overseeing

public information campaigns and special events intended to strengthen community trust and support enrollment. The role also includes responsibility for public information requests and assisting with data requests.

The Communications Office functions as a one-person department. While the Communications Officer's job description mentions supervision of additional communications staff, no dedicated communications specialist position currently exists. As a result, the Communications Officer independently manages day-to-day operational communications alongside strategic planning, media relations, digital platform management and crisis response.

The Communications Officer serves as a member of the Superintendent's Cabinet and is considered part of the district's leadership team. She participates in regular Cabinet meetings and certain other high-level leadership discussions, advising on communication strategy, messaging and public relations implications of district decisions. Her inclusion at this level reflects the district's recognition of communication as a strategic function.

Some cabinet members routinely involve her at the outset of planning conversations to incorporate communication considerations early. In other cases, she is brought in later or after decisions have taken shape, particularly when communication or community-relations implications are not initially identified. As a result, some opportunities to proactively frame information, anticipate stakeholder questions or align messaging across departments are limited.

ISD 709 also employs a Family and Community Engagement Specialist, who reports to the Department of Advancing Equity. The position is designed to strengthen connections between schools and families who have been historically disconnected or underserved. While not formally part of the communications function, the role leads several family-focused engagement initiatives, including Parent/Guardian Academy 101, which helps families better understand their children's education, and the annual districtwide back-to-school event, executed in collaboration with the communications officer.

ISD 709 has made recent investments in tools designed to strengthen marketing, enrollment and community engagement efforts. During the 2024–25 school year, the communications officer used SchoolMint, a student enrollment and marketing platform, to implement a targeted enrollment campaign. District leaders report that the campaign contributed to significant growth at one elementary school that had previously been among the district's smallest. A similar targeted effort is planned for the upcoming year.

In January 2026, the district also contracted with ThoughtExchange, an online engagement platform that enables stakeholders to share open-ended feedback and rate the ideas of others in a structured, transparent format. The district has already completed its first exchange, signaling an interest in expanding two-way engagement and broadening opportunities for community voice.

Although the district does not currently have a formal strategic communication plan or crisis communication plan, the Communications Officer grounds her work in the broader direction set by the district's strategic plan. She intentionally integrates the priority of advancing equity into communication practices and decision making, with support from the Superintendent and School Board.

This audit was commissioned in part to provide a research foundation for developing comprehensive strategic and crisis communication plans, reflecting leadership's recognition of the need for a more systematic and coordinated approach to communication.

The NSPRA Communication Audit Process

NSPRA's mission is to develop professionals to communicate strategically, build trust and foster positive relationships in support of their school communities. As the leader in school communication™ since 1935, NSPRA provides school communication training, services and national awards programs to school districts, departments of education, regional service agencies and state and national associations throughout the United States and Canada. Among those services is the NSPRA Communication Audit, which provides:

- An important foundation for developing and implementing an effective strategic communication plan.
- A benchmark for continuing to measure progress in the future.

The development of any effective communication program begins with research. Therefore, the first step of the process is to seek data, opinion and perceptions. The process for this research is detailed in the following section, and the results of this research can be found in the Key Findings section.

Based on the research findings, the auditor identifies common themes and makes general observations about the strengths and weaknesses of the communication program. The auditor then uses this information to develop Recommendations designed to help the district address communication challenges and enhance areas of strength. Each of these customized recommendations is accompanied by practical, realistic action steps grounded in today's public relations and communications best practices, as reflected within NSPRA's 2023 edition of the *Rubrics of Practice and Suggested Measures* benchmarking publication.

It is important to note that the primary goal of any communication program is to help the district move forward on its stated mission. Accordingly, the auditor developed each recommendation in light of ISD 709's mission, vision and core values. The result is a report that will provide ISD 709 with a launching point for improving and enhancing communication efforts for years to come.

Research Components

The NSPRA Communication Audit process incorporates three methods of research to capture both qualitative and quantitative data.

Materials Review

One of the first steps in the communication audit process involved the Communications Officer submitting samples of materials used to communicate with various internal and external audiences (e.g., newsletters, strategic roadmap, crisis communication templates, referendum materials, press releases, branding elements). The auditor conducted a rigorous review of these materials as well as of the district and school websites and social media pages.

These digital and print materials were all examined for the effectiveness of message delivery, readability, visual appeal and ease of use. The auditor's review of websites and social media platforms also focused on stakeholders' use of and engagement with online content.

SCOPE Survey

NSPRA conducted its proprietary, online School Communications Performance Evaluation (SCOPE) Survey™ to collect feedback from three stakeholder groups: parents/caregivers, employees (instructional, support and administrative staff) and the community. The nationally benchmarked SCOPE Survey was conducted for ISD 709 from November 17 - December 12, 2025. It included questions regarding the following:

- How people are currently getting information and how they prefer to receive it.

- How informed they are in key areas such as leader decisions, district plans and district finances.
- Perceptions about what opportunities exist to seek information, provide input and become involved.
- To what degree stakeholders perceive communications to be understandable, timely, accurate, transparent and trustworthy.

There was also an opportunity for participants to comment on any aspect of school or school/department communications.

A separate, similar survey was conducted with high school students during the same time period, focusing on their perceptions of their school and district as well as their communication preferences and level of knowledge about topics related to their school experience.

Responses to the SCOPE Survey resulted in attaining the following margin of error for each audience, based on the total audience populations reported by the district and using the industry standard equation for reliability.

Parent Survey:

- 315 surveys completed
- ±5.4 percent margin of error

Faculty/Staff Survey:

- 182 surveys completed
- ±6.9 percent margin of error

Community survey:

- 27 surveys completed
- ±18.9 percent margin of error

High school student survey:

- 108 surveys completed
- ±9.2 percent margin of error

Due to lower than desired survey participation among community members, no significant recommendations are included in this report based solely on community survey responses.

This same survey has been administered to more than 150 school districts across the United States, and the Benchmarking of Results section includes the SCOPE Scorecard, which compares ISD 709's SCOPE Survey results with the results of other districts who have conducted the survey.

The platform used to host NSPRA's SCOPE Survey is provided by Sogolytics.

Focus Groups and Interviews

The core of the communication audit process is the focus groups component designed to listen to and gather perceptions from the district's internal and external stakeholders. The auditor met with 10 focus groups and conducted interviews with the Superintendent of Schools, the Communications Officer and the Family and Community Engagement Specialist on December 8-10, 2025.

For the focus groups, district officials identified and invited as participants those who could represent a broad range of opinions and ideas. Each group met for an hour and was guided through a similar set of discussion questions on a variety of communication issues. Participants were assured their comments would be anonymous and not attributed to individuals if used in the report.

The stakeholder groups represented in the focus group sessions and interviews included the following:

- Assistant principals
- Business and community partners (two groups)
- Clerical staff
- Directors
- Families

- Managers and program leaders
- Paraprofessionals
- Principals
- Teachers

The development and maintenance of an effective communication program should include opinion research through methods such as surveys, focus groups and interviews. Although comments are anecdotal, this type of research can be valuable for measuring progress and assessing the effectiveness of communications. NSPRA's research process aims to capture diverse stakeholder perspectives, providing a comprehensive view. While these public sentiments are often based on a smaller sample of the school community, the opinions shared remain valuable.

Public sentiment should not be the sole factor in a district's decision-making process, but it is an important component. In NSPRA's audit reports, these opinions are integrated with the auditor's expert evaluations.

Your NSPRA Research Team

The research team who delivered these communication audit services included the following:

- Auditor and NSPRA Communications Research Specialist
  Jessica Scheckton, APR, PMP
- NSPRA Communication Research Manager
  Alyssa Teribury
- NSPRA Associate Director
  Mellissa Braham, APR, CAE

The team's vitae are included in the Appendix of this report.

The NSPRA Communication Audit Report

This report demonstrates the willingness of district leaders, including the Duluth School Board, Superintendent John Magas and Communications Officer Adelle Wellens, to continue to strengthen the relationship between the district and its key stakeholders through effective communications. It is intended to build on the positive activities and accomplishments of the district and its Communications Office by suggesting options for strengthening the overall communication program.

Adhering to public relations standards is crucial for effective school communication strategies. Thus, an effective strategy in one school system may be applicable in another. **As a trusted leader in school communication, NSPRA advocates for established industry best practices in school public relations.** While our communication audit findings are unique to each school system and our recommendations are tailored to those findings, industry best practices are applicable to and may be recommended across multiple school systems. With that in mind, the recommendations included in this report are those the auditor believes are best suited to taking ISD 709's communication program to the next level.

When reviewing the report, it is important to acknowledge that:

- **NSPRA's communication audit process involves a holistic assessment** of a district's overall communication program, meaning it goes beyond any one department or individual to assess communication efforts throughout the district and its schools.
- **Whenever opinions are solicited about an institution and its work, there is a tendency to dwell on perceived problem areas.** This is natural and, indeed, is one of the objectives of an audit. Improvement

is impossible unless there is information on what may need to be changed. It is therefore assumed that ISD 709 would not have entered into this audit unless it was comfortable with viewing the district and its communication practices through the perceptions of others.

- **Perceptions are just that.** Whether or not stakeholders' perceptions are accurate, they reflect beliefs held by stakeholders and provide strong indicators of the communication gaps that may exist.
- **This report is a snapshot of the district at the time of the auditor's analysis,** and some situations may have changed or been addressed by the time the report is issued.

Next Steps

The recommendations in this report address immediate communication needs as well as those that are ongoing or that should receive future consideration as part of long-range planning. Implementation of the recommendations should be approached strategically, using this report as a road map and taking the following into consideration:

Implementing the Recommendations

- **It is generally not feasible to implement more than two to three major recommendations each year** while maintaining all current communication programs and services.
- **The recommendations are listed in a suggested order of priority,** but school leaders may choose to implement different recommendations at different times.
- **Recommendations may go beyond the purview of the Communications Office.** NSPRA views communication as a function that occurs across every level of a school district. While some recommendations may apply only to the Communications Office, others may apply to additional departments or all staff.
- **Look for opportunities for immediate improvement and to rethink existing practices.** Action steps that can be taken immediately with minimal effort from the school or the Communications Office and still pay quick dividends are noted as "quick wins" with the symbol shown to the right. There also are action steps that may offer opportunities to "rethink" a task or process that could be eliminated or reassigned based on stakeholders' feedback and the auditor's analysis. These are noted with the symbol shown to the left.





- **Some recommendations may require additional staff capacity or financial resources** to undertake while maintaining existing communication activities.

Sharing the Report

Participants were generous in sharing their thoughts and ideas during the focus group sessions. They were also interested in finding out the results of the communication audit. NSPRA recommends that ISD 709 share with focus group participants the outcome of the audit process and its plans for moving forward because closing the communication loop builds trust and credibility.

Be sure to also share this information with key stakeholders such as employees and parents/caregivers. This kind of transparency will demonstrate that district leaders prioritize two-way communication with stakeholders.

Key Findings

The following key findings reflect common themes that emerged from the SCOPE Survey, focus group discussions, interviews with district leaders and review of district materials.

This section of the report begins with key findings on stakeholder perceptions of the district's image because communication from a district influences how it is perceived by stakeholders, and the image or reputation of a district influences the nature of communications necessary for a district to achieve its goals.

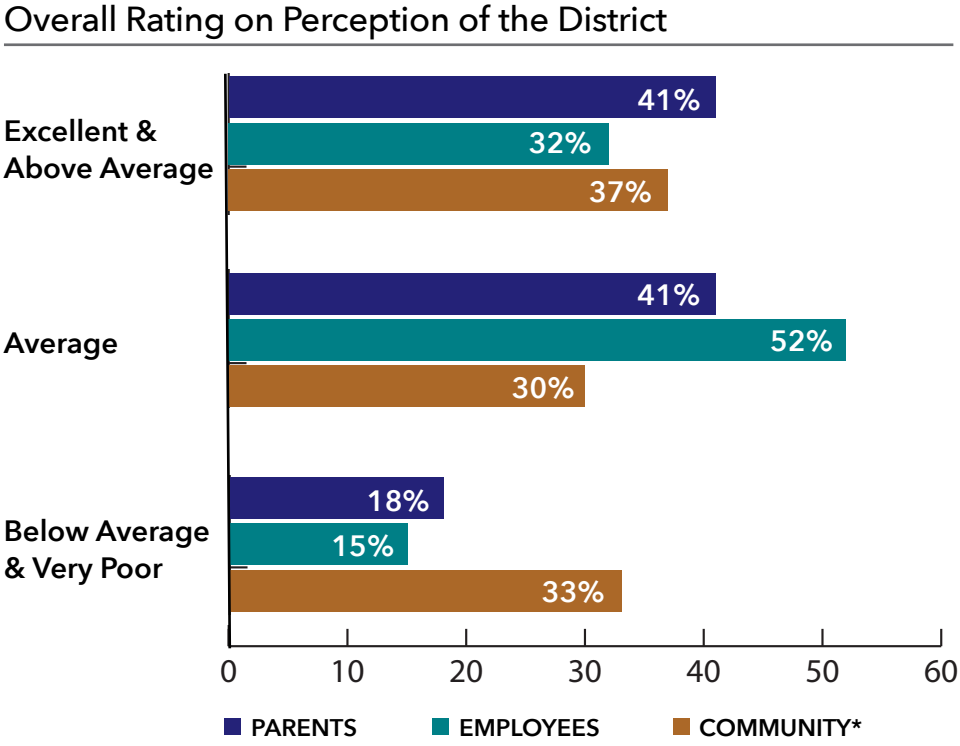
When reviewing survey data charts, please note that percentages sometimes may not total 100 due to rounding or respondents' ability to select more than one response to a question.

Also, at first glance, some findings may appear to conflict, when they actually reflect different dimensions of the same topic. For example, understanding information (e.g., "I know what you mean") is not the same as satisfaction with the information (e.g., "I'm happy about what you said") or knowing where to find the information (e.g., "I don't know whom to ask"). When reviewing the data, consider what aspect of the communications experience is being measured.

District Image/Brand

- In the SCOPE Survey, when participants were asked to rate their overall perception of ISD 709, 41% of parents, 32% of employees and 37% of community members rated the district as excellent or above average, as shown in the chart at right.

  When the survey results are translated to a five-point scale to compare them with the results of districts nationwide that have participated in the survey, local perceptions are a bit below national averages.



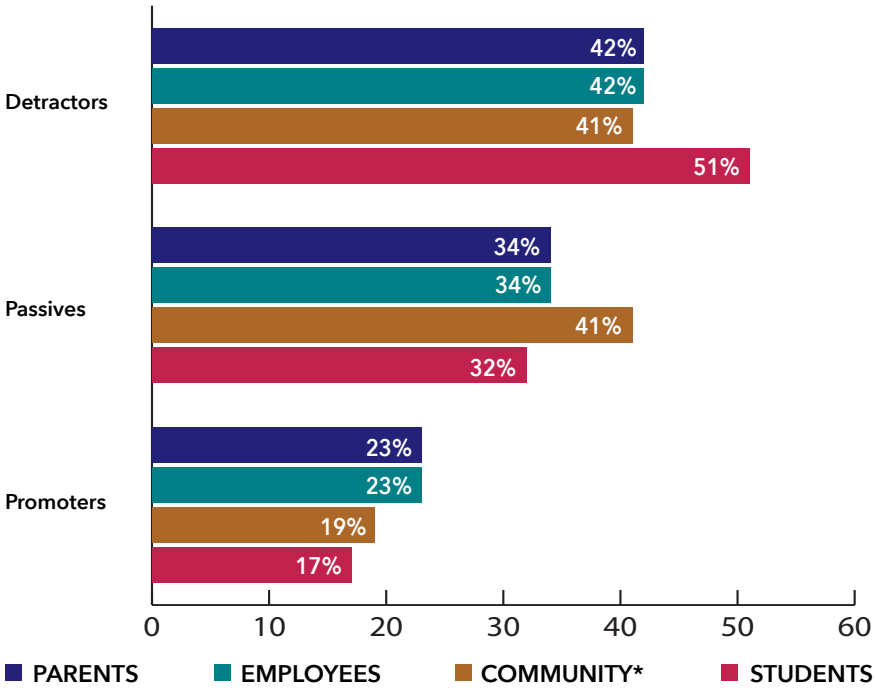
Stakeholder Group	ISD 709	National Average	National High	National Low
Parents	**3.3**	**3.8**	**4.7**	**2.6**
Employees	**3.2**	**3.7**	**4.5**	**2.3**
Community*	**3.0**	**3.4**	**4.5**	**2.1**

* Due to lower than desired survey participation among community members, no significant recommendations are included in this report based solely on community survey responses.

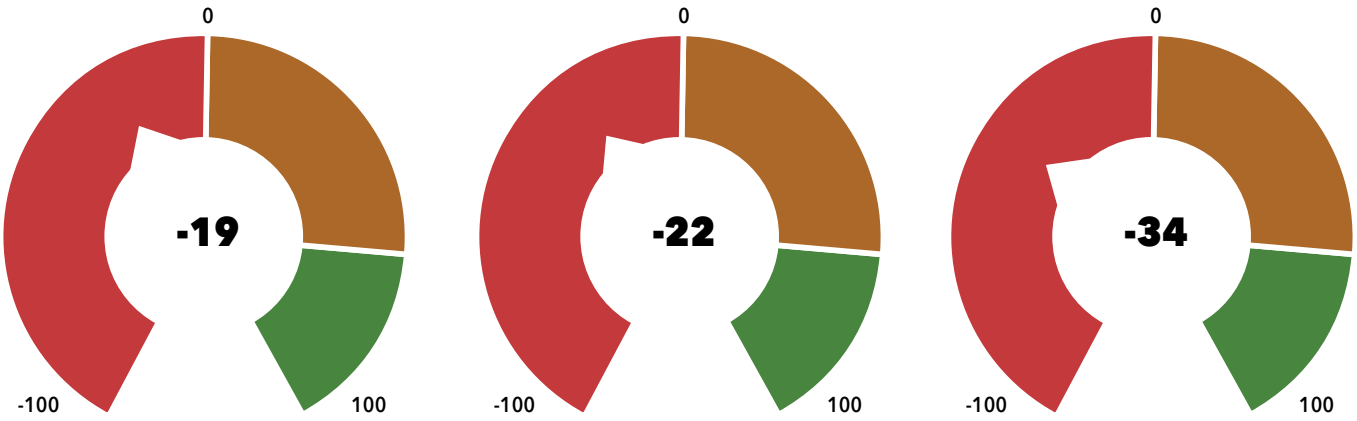
- Asked to rate their overall perception of their schools, 37% of high school students rated their schools as excellent or above average, while about a third (30%) rated them below average or very poor.
- The SCOPE Survey asked respondents how likely they are to recommend the district to a friend, a question used to calculate the Net Promoter Score (NPS). NPS is a widely used measure of overall satisfaction and loyalty, and it categorizes respondents as promoters (those likely to recommend the district), passives (those who are generally satisfied but not likely to recommend) and detractors (those who are unlikely to recommend and may share negative feedback).

  NPS is calculated by subtracting the percentage of detractors from the percentage of promoters (see chart at right), resulting in a score between -100 to +100. (Passives are not part of that calculation.) Scores above zero indicate more promoters than detractors, while scores below zero indicate a higher share of detractors. ISD 709's NPS is -19 among both parents and employees, drops slightly to -22 among community members and declines to -34 among students. These NPS results align with other perception findings in the survey, which indicate that strong positive views of the district exist but are not widespread across stakeholder groups.

Likeliness to Recommend a District School



NPS by Stakeholder Group



- To better understand these perceptions, focus group participants were asked to describe the strengths and weaknesses of the district. Consistently, participants identified the district's strongest asset as its people, describing staff, teachers and community partners as caring, passionate, creative and deeply committed to serving students and their families.
  - Several comments—particularly among community members and staff—pointed to strong, established relationships as being central to what works well in the district, leading to effective collaboration, creative problem solving and momentum in developing and expanding programs that benefit students.
  - Many participants also pointed to the welcoming, community-oriented culture at the school level, with staff often going beyond the basics to meet student and family needs and foster a sense of belonging. Calling the schools "a staple in the community," a district leader commented that ISD 709 staff consistently offer all kinds of resources and support to families, instead of asking what the community can do for the schools.
- While some characterized the district's reputation as generally positive and perceived ISD 709 as the obvious choice for families, others said that it "depends on whom you talk to," with perceptions varying by neighborhood, demographics and personal experience. Some illustrative comments of the variation include:
  - "We provide a lot, and I think the community gets that."
  - "[ISD 709] is a complicated district, depending on where you live."
  - "Among most people I know the perception of the district is not super high."
- These juxtaposing sentiments from the focus groups echo the duality—both positive and challenging—reflected in the most common words SCOPE Survey respondents associate with the district, including caring, community, inclusive, diverse, big, large, disorganized and divided, as illustrated on page 51.
- Across most focus groups, participants described a district caught between "small-town feel" and big-district complexity, large enough to require complex systems but not large enough to consistently resource them.
  - Referring to recent "growing pains," one district leader acknowledged that the growth has led to "lots of people power" while also making it difficult for staff at all levels to "get on the same page around expectations and implementation." Another shared, "I don't know if we've decided if we are small or large, culturewise. We are large but try to operate as small, and that can get us in trouble."
  - Families echoed this conundrum, noting that leadership has touted the enrollment growth as a "good problem to have" while they worried about their children falling through the cracks and some schools "bursting at the seams."
  - Comments from community partners suggested that the district's size and complexity reduce its nimbleness, contributing to delays, stalled initiatives, multiple approval layers and difficulty identifying decision makers.
- Staff members in varying roles connected recent budget constraints and staffing reductions to capacity challenges, noting that even well-intentioned initiatives can falter when systems and roles are stretched thin.

- Families, community partners and staff across roles frequently linked significant turnover in district leadership in recent years to inconsistent information, unclear ownership of responsibilities and disrupted partnerships, particularly when relationships are tied to individual staff members rather than shared systems or processes. Participants said these disruptions contribute to stakeholder frustration and diminished confidence in the district.
  - Staff members said that staffing changes have disrupted both communication and role clarity. One commented, "I need a flow chart. I don't know who is doing what anymore" at the district office, while another added, "There isn't a consistent answer for any question, which creates confusion."
  - Some staff members noted that vacancies often result in others' assuming additional responsibilities that persist even after positions are filled. Several described the resulting capacity issues as unsustainable and contributing to disjointed, reactionary efforts that limit effectiveness.
  - Community partners also pointed to turnover as a challenge in working with ISD 709. One commented, "It takes a long time to find the right person to partner with and bring collaboration forward. Then the person leaves, and we have to start over."
- A recurring theme across staff focus groups was the perception of a constant leadership initiative churn and shift in focus. Many staff participants believe this undermines districtwide alignment and limits follow-through, noting that initiatives appear to be often dropped or deprioritized before intended outcomes are realized. Illustrative comments include:
  - "The district is full of great people working hard for kids, but when you don't have a compass set for you, you'll never get where you need to be."
  - "We have a strategic plan but how often do we talk about it? We started out talking about it, but now we just don't, and data is never brought into our conversations."
  - "Staff who don't want to get on board know they can just wait it out because we'll shift our focus pretty quick."
- Focus group and SCOPE comments highlighted the breadth of programs, services and opportunities for students. Respondents cited the range of academic pathways and electives, student activities, early learning supports and post-secondary options as strengths that contribute to a perception of the district as offering diverse and meaningful opportunities. As one parent commented, "I'm super impressed that a public school district has a language immersion program. They deserve props for that."
- However, despite recognition of staff's efforts to promote inclusion and serve all students, participants frequently described disparities that exist across schools, including differences in class size, resource funding, course availability and extracurricular offerings. Community members also noted persistent achievement gaps affecting American Indian students, other students of color, students with disabilities and students from lower-income households.
- In nearly every focus group, participants described the city's longstanding "east-west" divide as widely felt, influencing schools' reputations and families' enrollment choices. Even those new to Duluth said they quickly became aware of a perceived "haves and have nots"

dynamic and a prevailing belief that east-side schools are better than those on the west side.

- Several staff members and community partners said their personal experiences in west-side schools present a more complex picture than that narrative suggests, emphasizing strengths in school climate, student engagement, relationships and daily classroom experiences that they believe are often overlooked. As one participant noted, "Unless you go into those schools and see it, you wouldn't know," because "there's just a history of negativity."
- According to some, this divide caused a "huge outcry" that derailed a school boundary study and redistricting initiative several years ago.
- Numerous comments pointed to a perceived lack of transparency and shared understanding around student transfers, which participants said fuels perceptions of inequity and erodes trust, especially when students are allowed to transfer to already overcrowded schools on the east side.

- Some families and community members perceive that the culture and internal "politics" of ISD 709 (i.e., informal power dynamics or concerns about repercussions) make it difficult to openly acknowledge what isn't working. A parent described this as the district trying "to paint a rosy picture." Parents also expressed frustration when, in their opinions, difficult decisions are framed too optimistically or when communicated outcomes do not align with their reality.
- Many participants attributed ongoing community distrust to historical facilities and levy decisions made by previous administrations, most notably the decades-old "Red Plan." Despite some acknowledging that the district is working to rebuild trust through transparency, others referred to a lingering "assumption of malintent." Some expressed the concern that, instead of answering stakeholders' questions about funding, "there's a lot of sugarcoating."
- Across staff focus groups, participants described the district's decision-making process as unclear, layered and inconsistent, including instances in which schools received conflicting direction from different departments or members of the senior leadership team. They cited widespread uncertainty about who has authority to make decisions, what approvals are required and how to move issues forward.
  - Staff members noted that decisions can stall at higher levels for weeks, while time-sensitive issues affecting students or families remain unresolved. Although some district leaders expressed a belief that decision making is appropriately delegated, staff perceive authority as concentrated at the top. This disconnect contributes to hesitation, stalled action and erosion of buy-in.
  - Numerous examples pointed to added layers—such as intermediaries without decision-making authority—that contribute to "a game of telephone" and decisions being made without full context.
  - Staff participants described being asked to implement or communicate decisions before details are finalized, leaving those on the front lines to manage the confusion among families and the community.
  - Parents also perceive decision making as cumbersome, with one example

comment that, "I wish the people we talk to at the school day-to-day would be more empowered to solve a situation, rather than my yelling at the school board."

- Focus group conversations also revealed that stakeholders are often unsure how—or whether—their input influences district outcomes. Many comments reflected frustration that feedback is requested but doesn't appear to be meaningfully considered, with decisions perceived as largely predetermined.
  - Staff members said they often felt excluded from problem solving until after decisions were made, despite being closest to the work and responsible for managing impacts. One parent framed it as a "classic agency problem of too big a focus on administration and those who aren't in the classroom where the business of learning takes place."
  - Some noted that existing advisory structures are not consistently used as forums for collective problem solving. Instead, many see persistence, escalation or external pressure (e.g., angry parents, bad press or union involvement) as often more effective than formal feedback processes.
- Some participants noted recent improvements in some structures, systems and tools as positive developments toward greater consistency and coordination, even as they acknowledged uneven implementation.
- When asked on the SCOPE Survey whether it is easy to recognize communications from the district when they receive them, parents and employees expressed strong agreement, with 91% and 87% agreeing or strongly agreeing, respectively. Community member responses were more mixed, with equal shares agreeing and undecided (48% each). Notably, across all three audiences, only single-digit percentages disagreed, suggesting that, at a foundational level, district messages are consistently recognizable (see charts page 41).

Communication Sources and Preferences

- ISD 709 uses ParentSquare, a digital school-to-home communication platform, to email a weekly e-newsletter, *District Digest* (pictured at right), and occasional announcements to families districtwide. A version of the newsletter with additional staff-specific information is also emailed via ParentSquare to all staff weekly.

  According to the Communications Officer, the district adopted the platform several years ago as part of an effort to streamline parent communication tools. Nightly synchronization with Infinite Campus, the district's student information system, automatically enrolls parents to receive messages without requiring them to sign up separately. ParentSquare is accessible via both a web interface and mobile app, and district data show that more than half of current parents have downloaded the app, suggesting broad adoption.

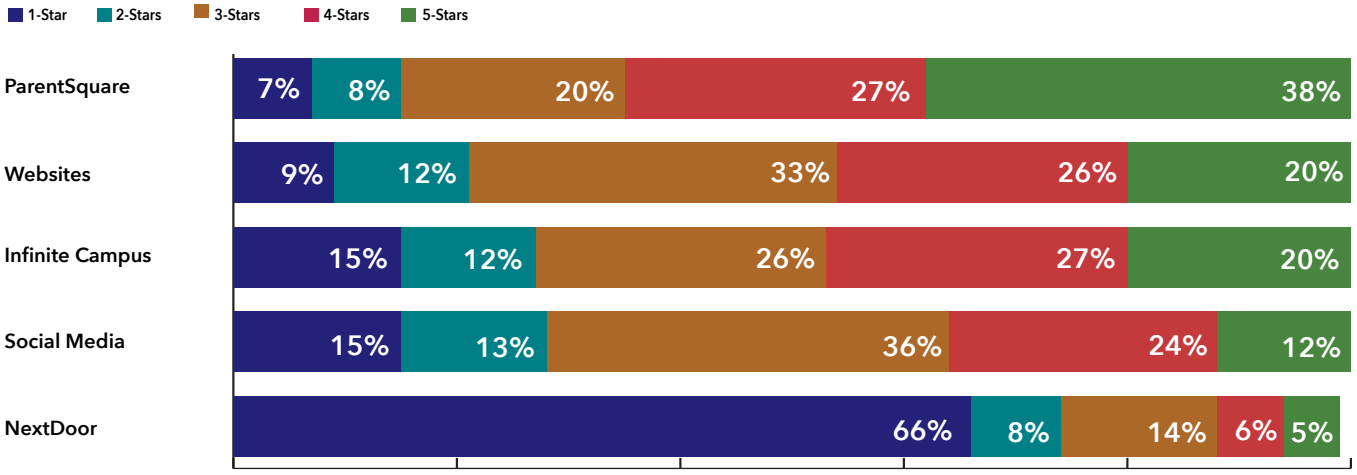
  - Each school also produces its own newsletter, typically shared with parents and staff through ParentSquare, on a weekly, biweekly or monthly basis.
  - Teachers are encouraged to rely on ParentSquare, along with Infinite Campus and Canvas, to communicate with families.
  - Community members can request to receive the *District Digest* by emailing the Communications Officer. Currently, there are three such subscribers, including one local reporter.

- On the SCOPE Survey, respondents were asked to rate the value of various district information sources on a five-star scale, with 5 stars indicating the highest value as shown on the next page. Across audiences, respondents rated push-based, broadly accessible channels as high value.

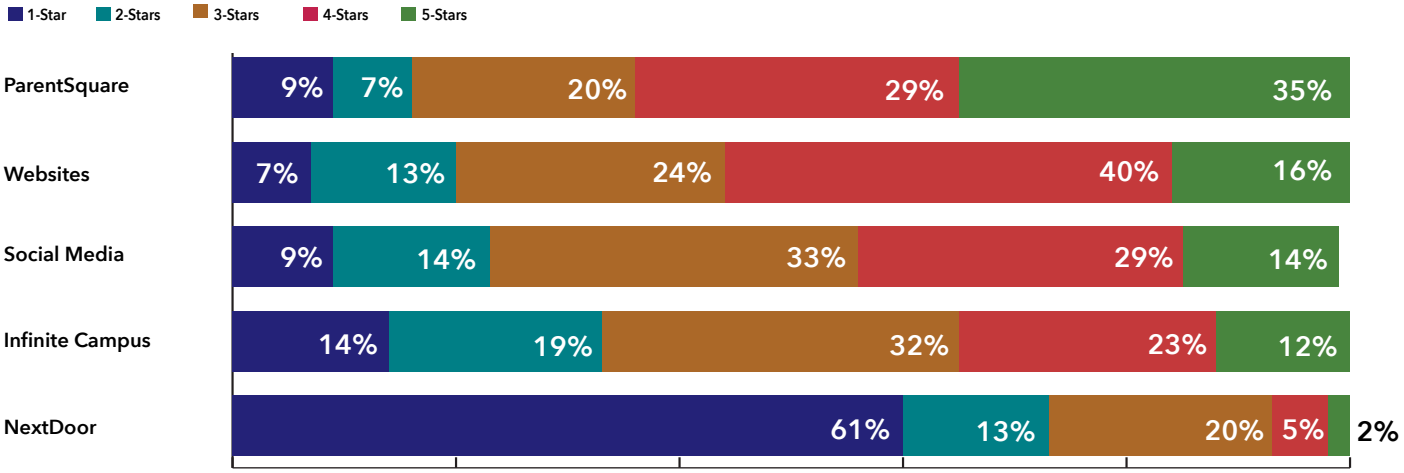
  - Parents and employees most often identified ParentSquare as a high-value source (65% and 64%, respectively), while community members were more likely to assign high value to social media (45%).
  - Nearly half of parents also find high value in the Infinite Campus parent portal, reflecting its audience-specific access and relevance.
  - District and school websites emerged as secondary and moderately valued information sources, with a majority of employees (56%) and nearly half of parents (46%) considering them high value, while about one third of community members also did, indicating a decline in perceived value outside internal audiences.
  - NextDoor, a public app for neighborhoods, was consistently rated as low value across audiences.



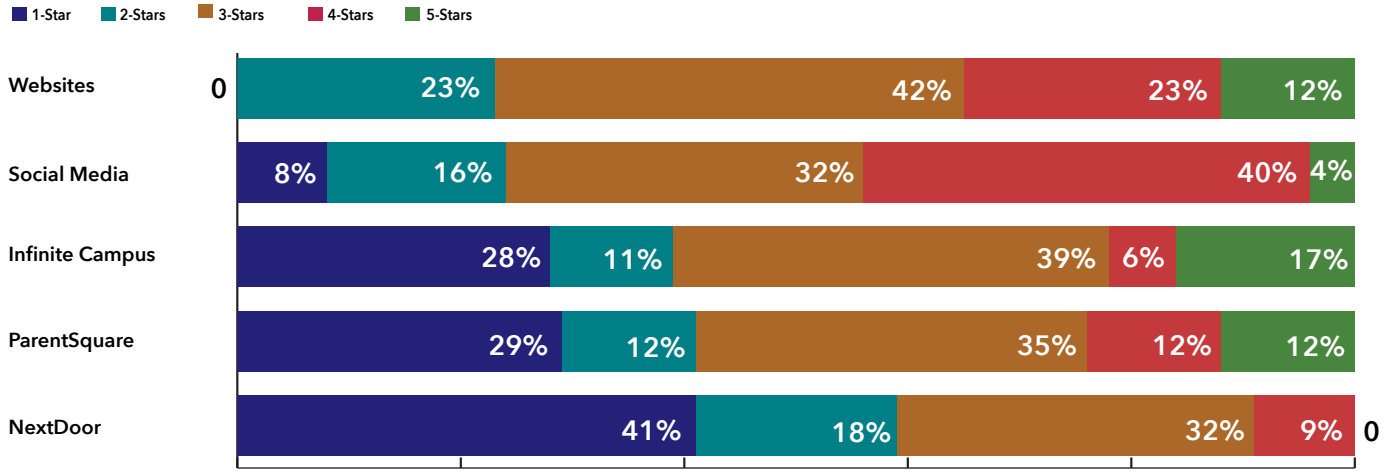
Value Rating of Informational Sources: Scale of 1-5 – *Parents*



Value Rating of Informational Sources: Scale of 1-5 – *Employees*

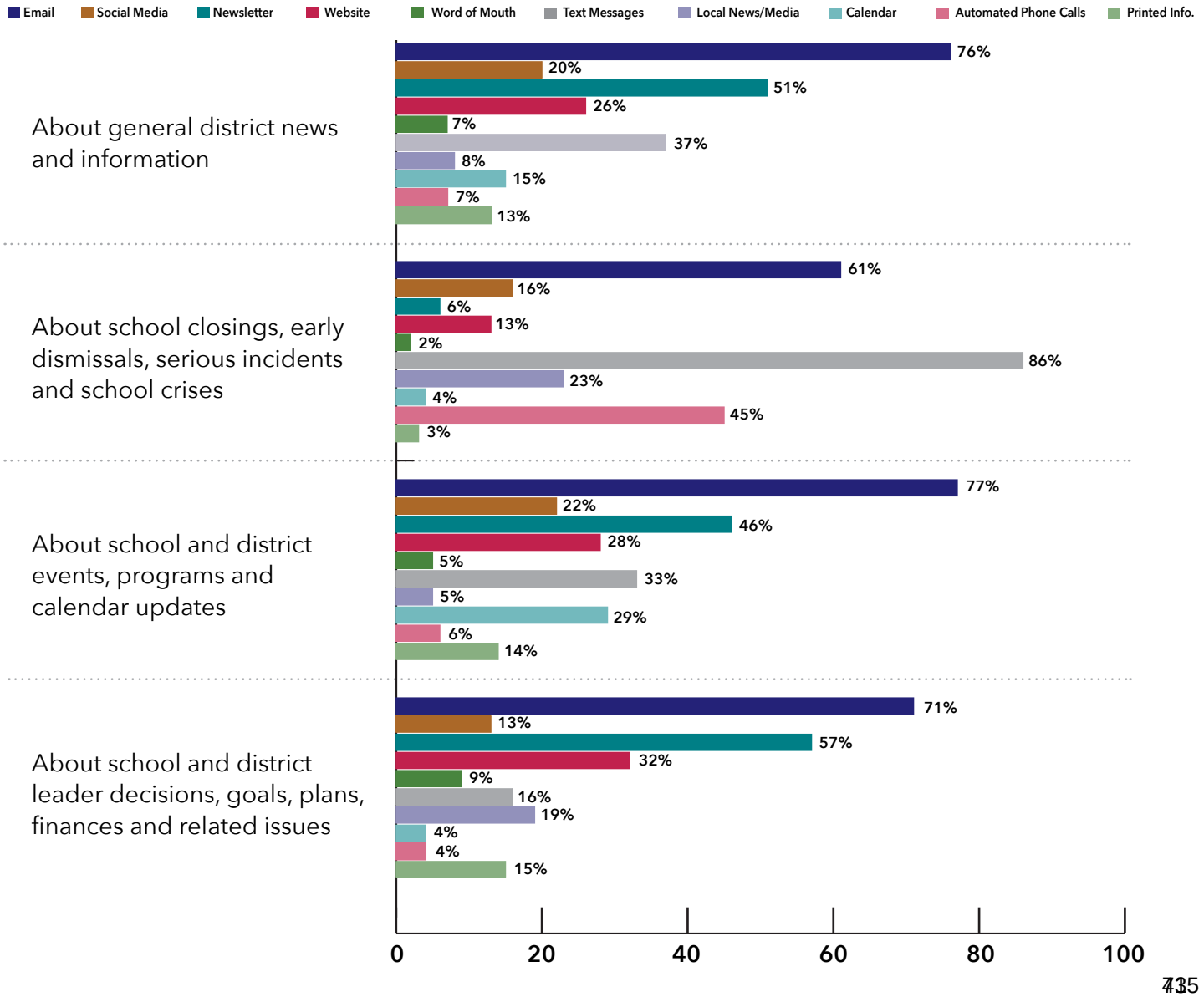


Value Rating of Informational Sources: Scale of 1-5 – *Community*

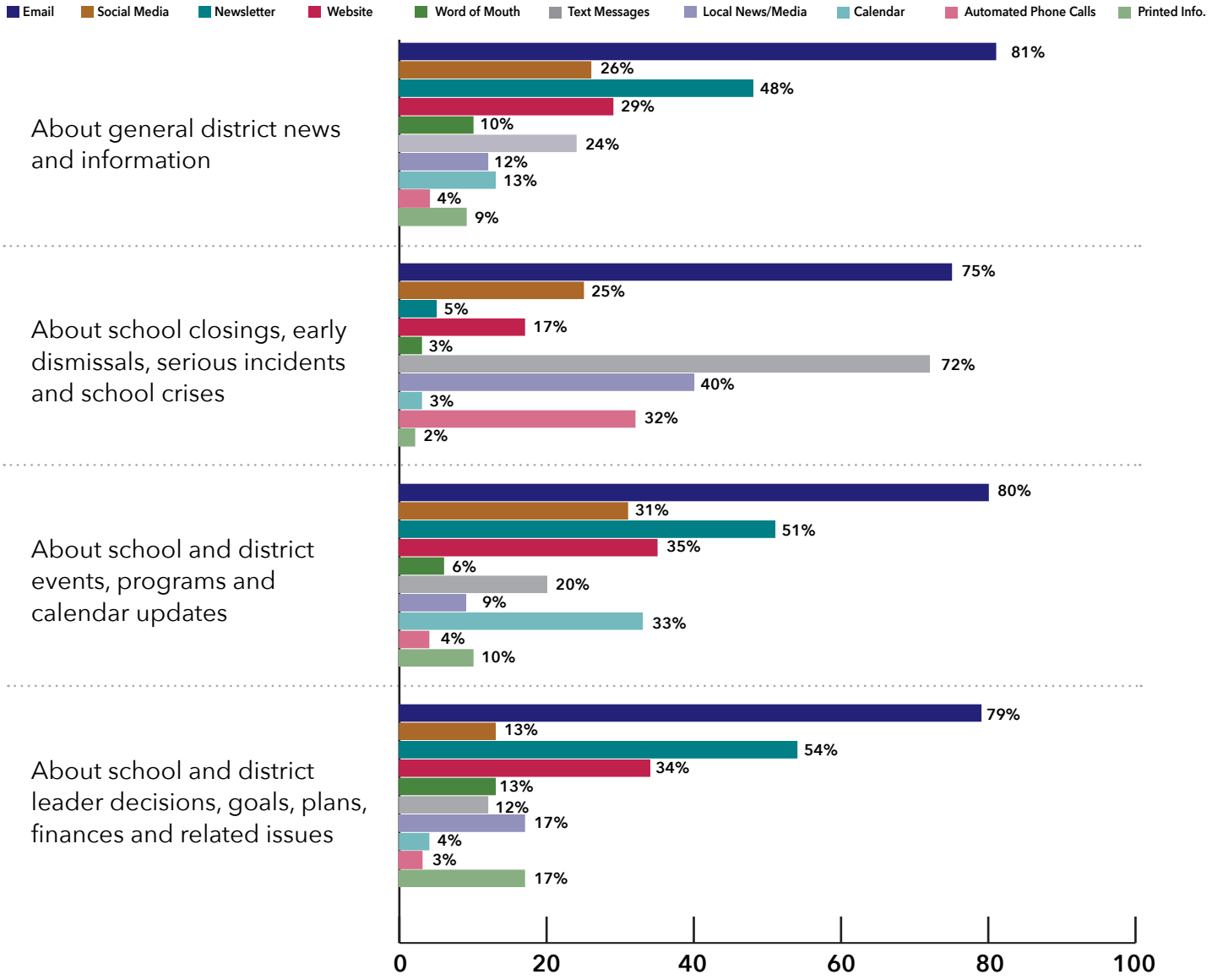


- Survey respondents also indicated their preferred sources for learning different types of information about the district. As shown below and on pages 23-25, parents, staff and students prefer email for learning about most types of district information.
  - Among parents and employees, text messages join email as a preferred source, along with automated phone calls and local media, for situations such as school closings, early dismissals, serious incidents and school crises. Students, however, eschew text messages in favor of automated calls and local media.
  - Both parents and employees also prefer the *District Digest* newsletter for learning about general news, events, programs, leader decisions and related issues.
  - Preferences of community members are quite different, with local media, social media and/or the district website holding the top spots for all kinds of information, including crises.

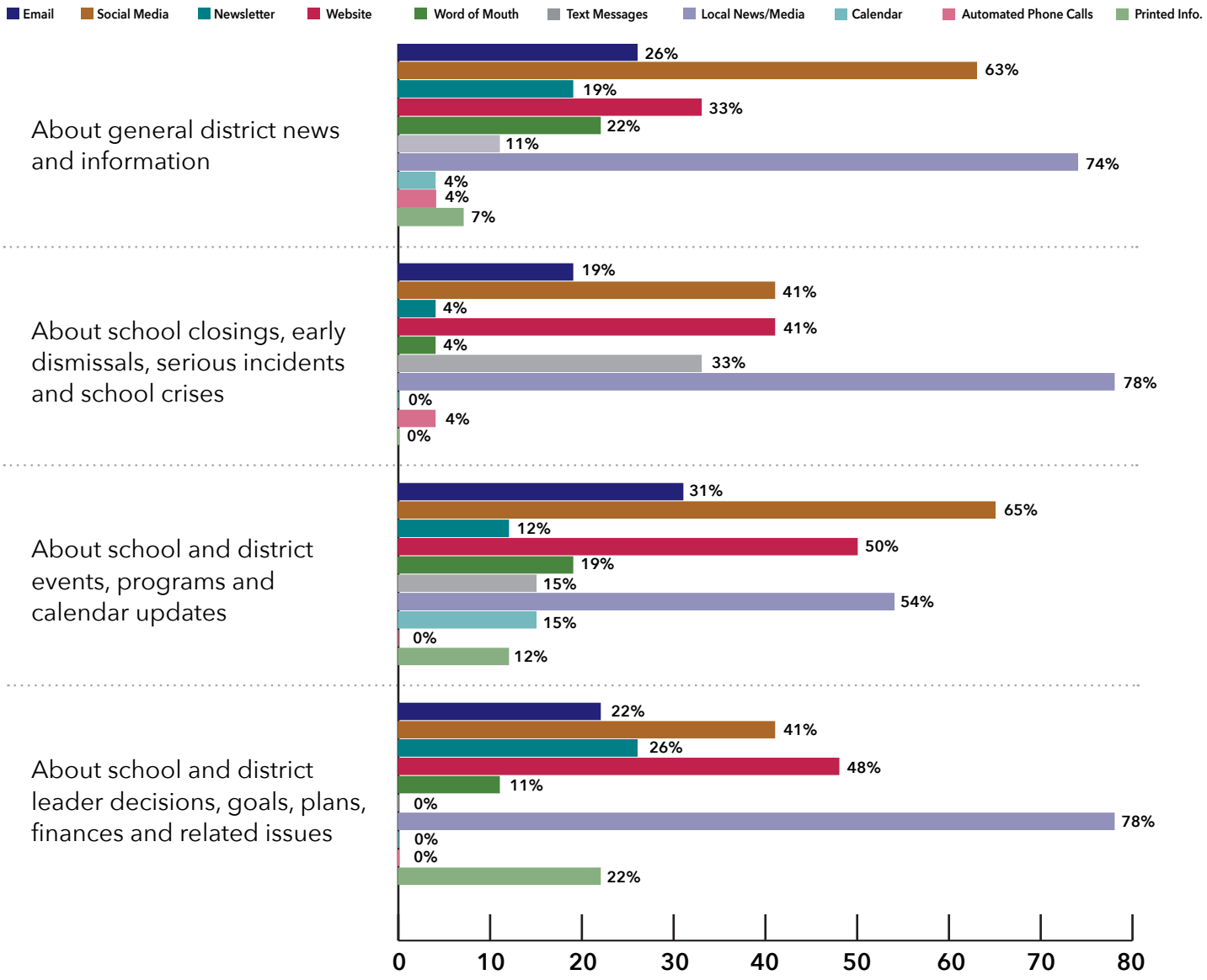
Preferred Methods of Communication for Different Types of Information – ***Parents***



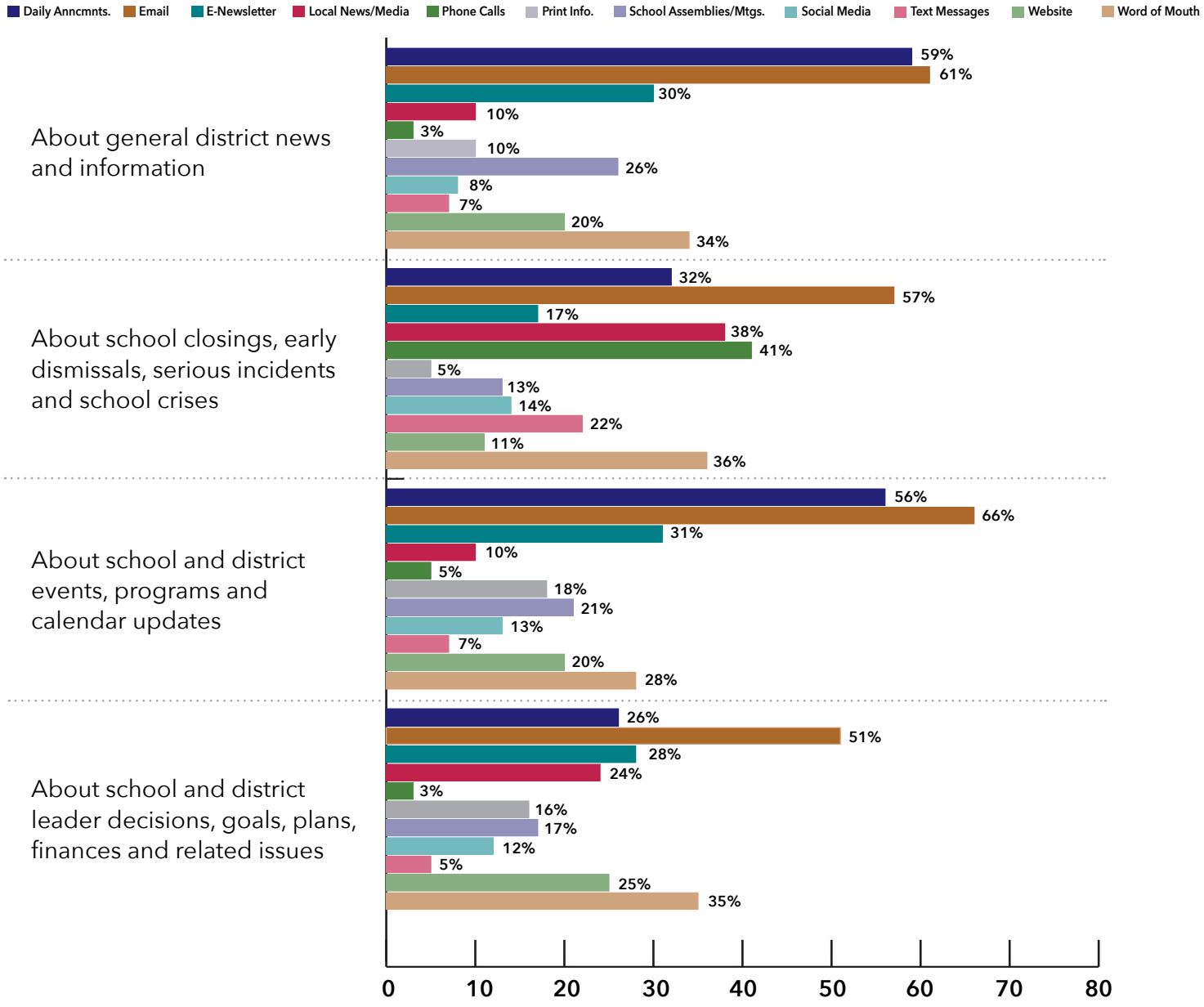
Preferred Methods of Communication for Different Types of Information – *Employees*



Preferred Methods of Communication for Different Types of Information – ***Community****

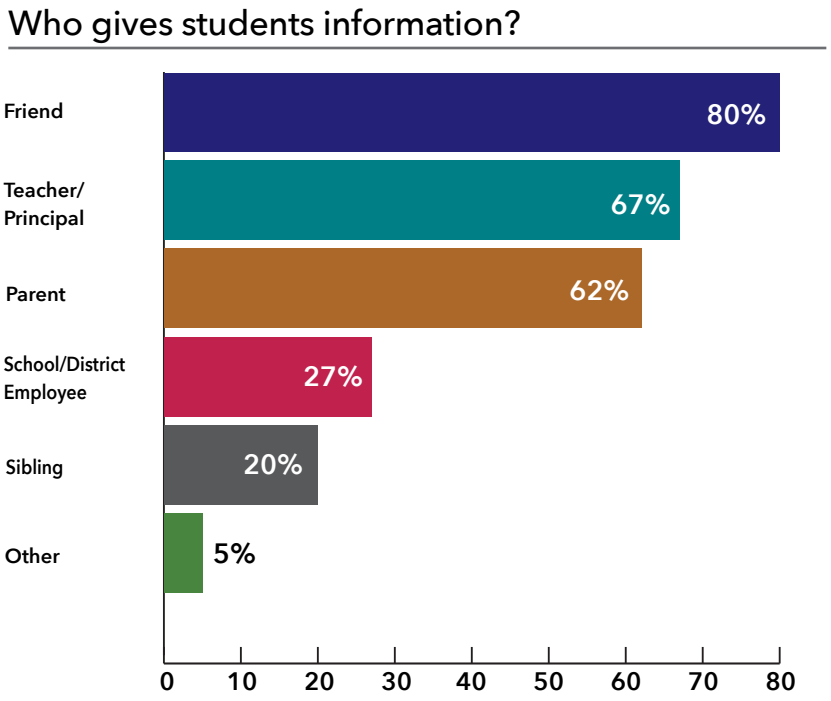


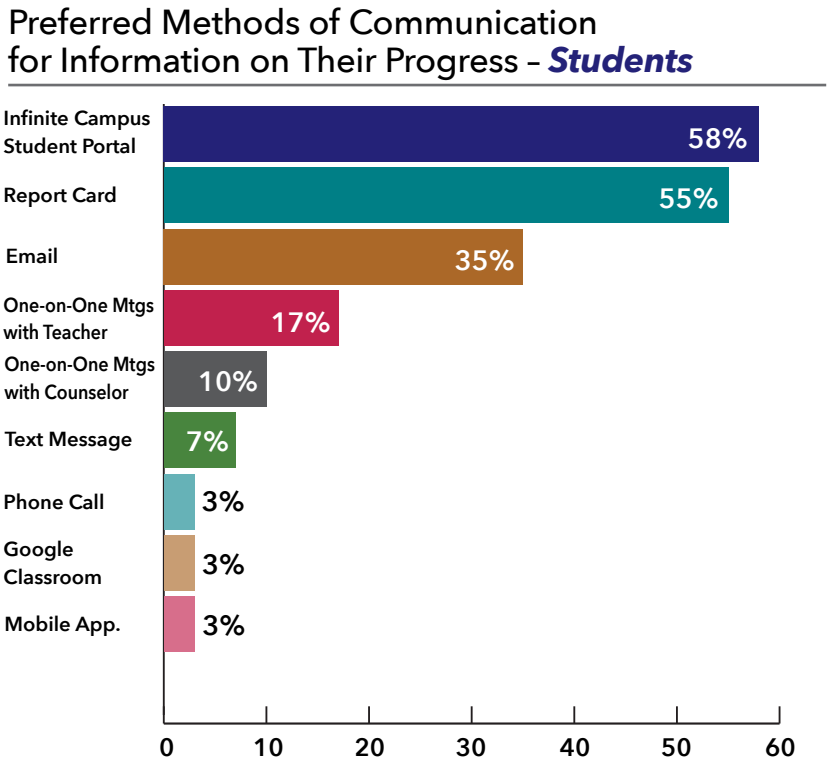
Preferred Methods of Communication for Different Types of Information – ***Students***



- Besides email, students' preferences (see chart p. 25) generally include daily announcements and what other people tell them. Among those students who rely on others for information, 80% said they hear things from friends, while 67% said a teacher or principal and 62% said a parent, as shown in the top chart at right.

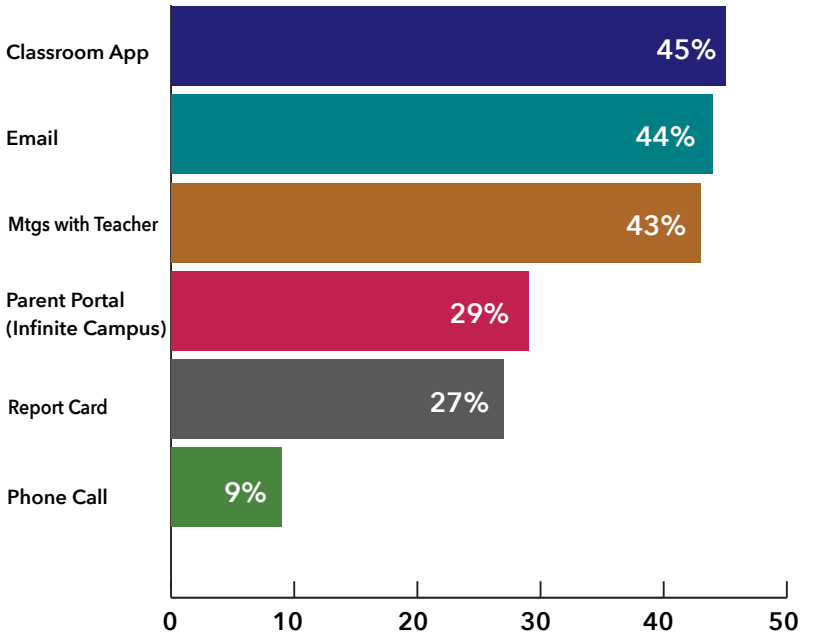
- When students were asked how they prefer to receive communication about their progress in school and how to improve it, 58% said they prefer the Infinite Campus student portal, followed by 55% who prefer the report card, as shown in the bottom chart at right.



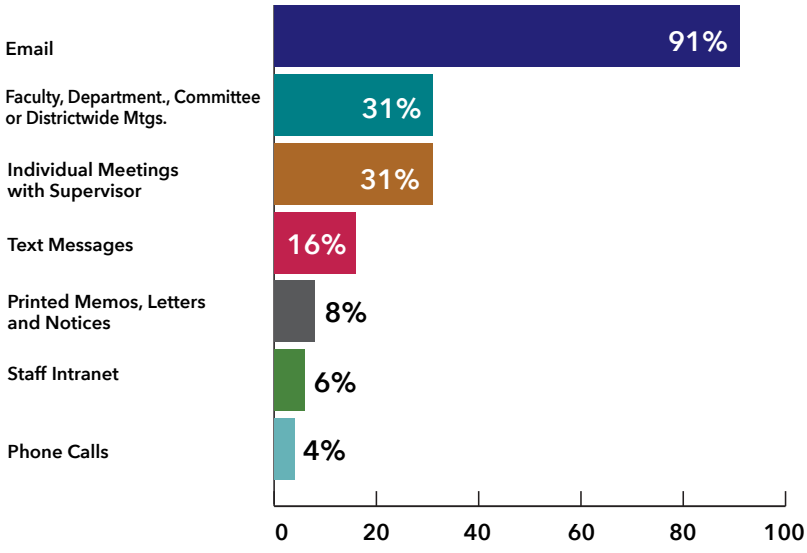


- When asked how they prefer to receive information about their student's progress and how to best support their learning, 45% of parents selected classroom apps (referring to ParentSquare, Canvas and Infinite Campus Messenger), followed closely by email (44%) and one-on-one meetings with their child's teacher(s) (43%), as shown in the top chart to the right.
- When employees were asked to identify their preferred methods for receiving information to help them perform their duties and support student learning, email was the overwhelming choice (91%), with faculty/department/districtwide meetings and individual meetings with a supervisor far behind (31% each), as shown in the chart below.
- Survey data showing strong reliance on email align with focus group feedback identifying ParentSquare as the district's primary communication tool, given that the platform distributes real-time messages via email notifications in addition to its app and web interfaces.
  - At the same time, some users described the platform as "clunky" and difficult to navigate, particularly when managing messages across multiple schools or, in the case of staff who are also parents, switching between staff and parent views. Several parents added that the volume of email messages can feel "overwhelming."

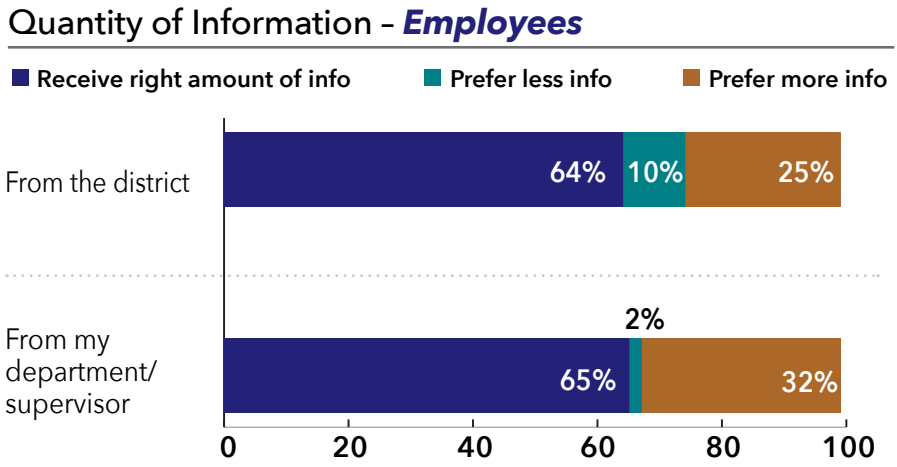
Preferred Methods of Communication for Information on Student Progress – *Parents*

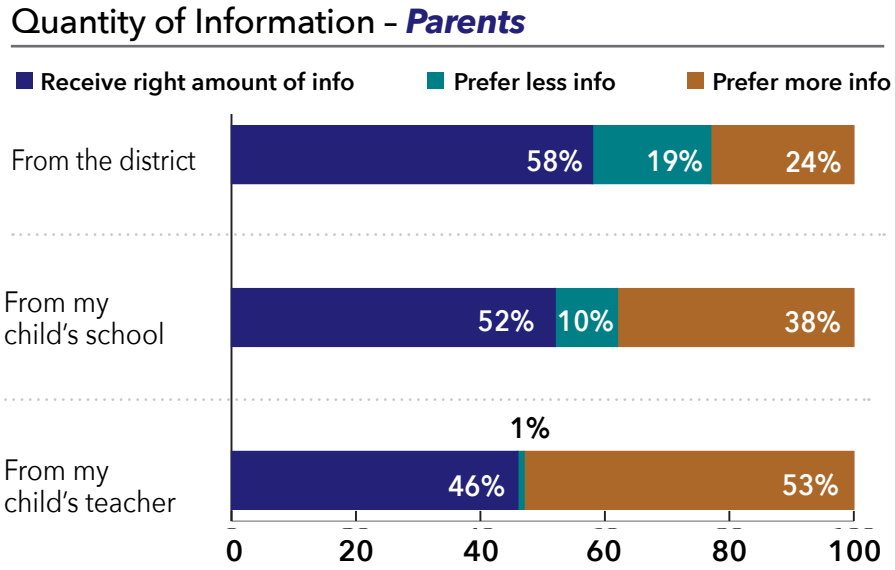


Preferred Methods of Communication for Information Related to Job Duties – *Employees*



- Participants felt that the heavy reliance on ParentSquare limits the district's ability to reach non-parent community members, who then often rely on external sources—such as local media and social media—for information about the district.
  - Survey comments echoed this perception, with one community member noting that "it is next to impossible to learn things unless community members go out of their way to get it."
  - Another shared that "once a family has no one enrolled in the school district, any communication or information about the district is nonexistent, except when tax bills come due."
- The SCOPE Survey asked participants whether they receive the right amount of information from the district, schools/departments and teachers. As shown in the charts to the right:
  - Among employees, about two thirds say they receive the right amount of information from the district and their department/supervisor (64% and 65%, respectively). One quarter (25%) want to receive more from the district, and nearly one third (32%) want more from their department/supervisor.
  - Among parents, desire for additional information increases as communication becomes more localized. More than half (53%) said they would like to receive more information from their child's teacher, and 38% want more from their child's school. Perceptions of district-level communication were more evenly split, with similar proportions saying they would like more information (24%) and saying they receive too much (19%), while a majority (58%) felt they received the right amount of district information.





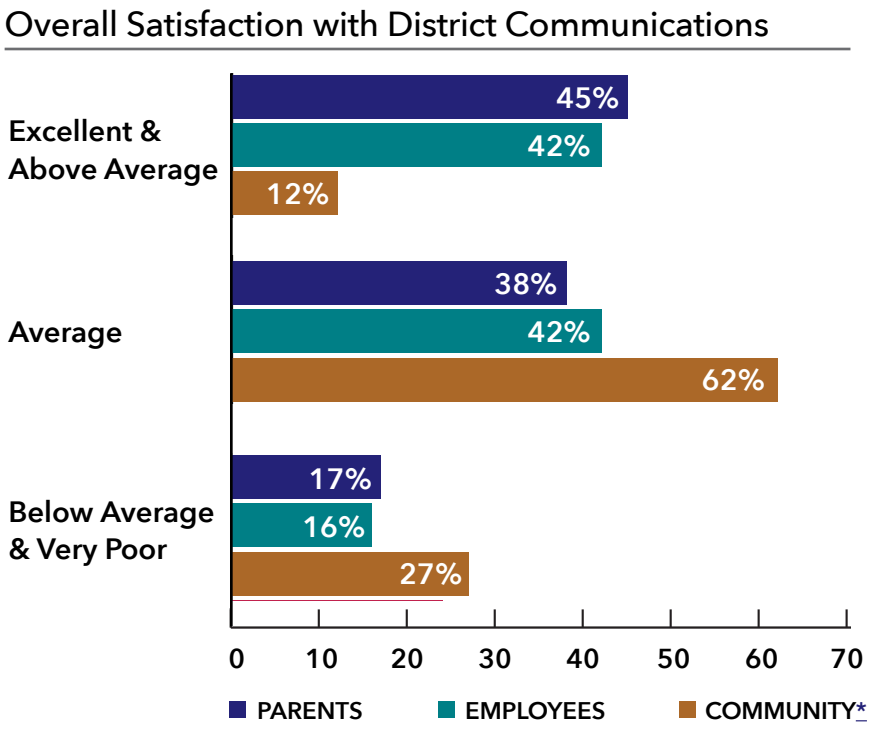
- In focus groups and survey comments, parents described feeling overwhelmed by the volume and frequency of communication across classroom, school and district levels, noting that the redundancy and sheer number of messages leads them to skim or tune them out altogether. As one parent shared, "I have become a skim reader, and I know I'm missing important things."
- Parents shared a strong desire for clearer prioritization and purpose in district-level communications. Many suggested that district newsletters should focus on information most relevant to all families, such as grading period timelines, key dates and major programs or initiatives, while celebrations and "fluffy stuff" are better suited for social media or optional channels. One parent commented, "Our school sends out community happenings, and it just encourages me to read less because it's a waste of my time."
- Parents and staff also expressed frustration over having too many official communication channels to check or maintain, resulting in uncertainty about where accurate, up-to-date information can be found. As one staff member commented, "We have so many places where the answers live that we don't know where to look, so we all just get lost…. It's kind of a universal experience for parents, staff and teachers."
    - Several pointed to inconsistent communication practices across schools as contributing to confusion for families, including variability in where teachers post assignments within the same platform. One staff member also described being directed to use Infinite Campus for official grading while the district website continued to reference Canvas for this purpose, and others in the same focus group said they had not received that guidance.
    - Parents and staff alike expressed a preference for the district to clearly define which platforms should be used for which purposes, rather than receiving duplicative information across multiple channels.
    - Parents frequently reported uncertainty about the preferred ways to communicate with teachers and schools, citing differences in expectations across classrooms and buildings.
- NSPRA used Meltwater, a media monitoring service, to analyze news coverage of ISD 709 from December 3, 2024, to December 3, 2025. (Its analysis included content from Citizen Portal AI, a third-party platform that uses artificial intelligence to publish summaries of public meetings, but as that content does not represent traditional earned media or independent reporting, it is excluded from the media metrics that follow.) The analysis finds that:
    - 221 news stories mentioned ISD 709 when looking at English-language news appearing in the United States and excluding coverage for school sports games, scores, schedules, etc.
    - 82% percent of the news stories were neutral, 14% percent were positive and 5% percent were negative. (Note: Meltwater's sentiment analysis algorithm classifies articles as neutral if they appear to be reported accurately and objectively, as identified through keywords linked to emotions.)
    - Coverage spiked in July, September and October 2025, driven by repeated stories about statewide education funding in limbo (with peripheral mentions of the district), a shooting

threat to an elementary school, state lawmakers' debate over school resource officers and an investigation into the alleged use of racial slurs during a football game between the district's two high schools.

- Other frequent article topics included school safety issues, funding cuts and staff and student recognitions.
- The local news media outlets that most frequently covered the district include *Duluth News Tribune*, Northern News Now and WDIO-TV.

Communication Satisfaction, Effectiveness and Quality

- In the SCOPE Survey, participants were asked to rate their overall satisfaction with communication from ISD 709. Across stakeholder groups, the majority view district communication as average, above average or excellent, as shown in the chart at right.
  - Parents and employees expressed similar views, with slightly less than half rating communications as excellent or above average (45% and 42%, respectively), and similar proportions describing it as average.
  - Community members* reported the weakest perceptions overall, with only 12% rating communication as above average or excellent.
- Student responses about their satisfaction with communication from their schools suggest generally neutral perceptions, with a majority rating school communication as average (52%) and then equal percentages (24% each) rating it as above average/excellent and below average/very poor.
- In the SCOPE Survey, parents, staff and community members were asked to rate

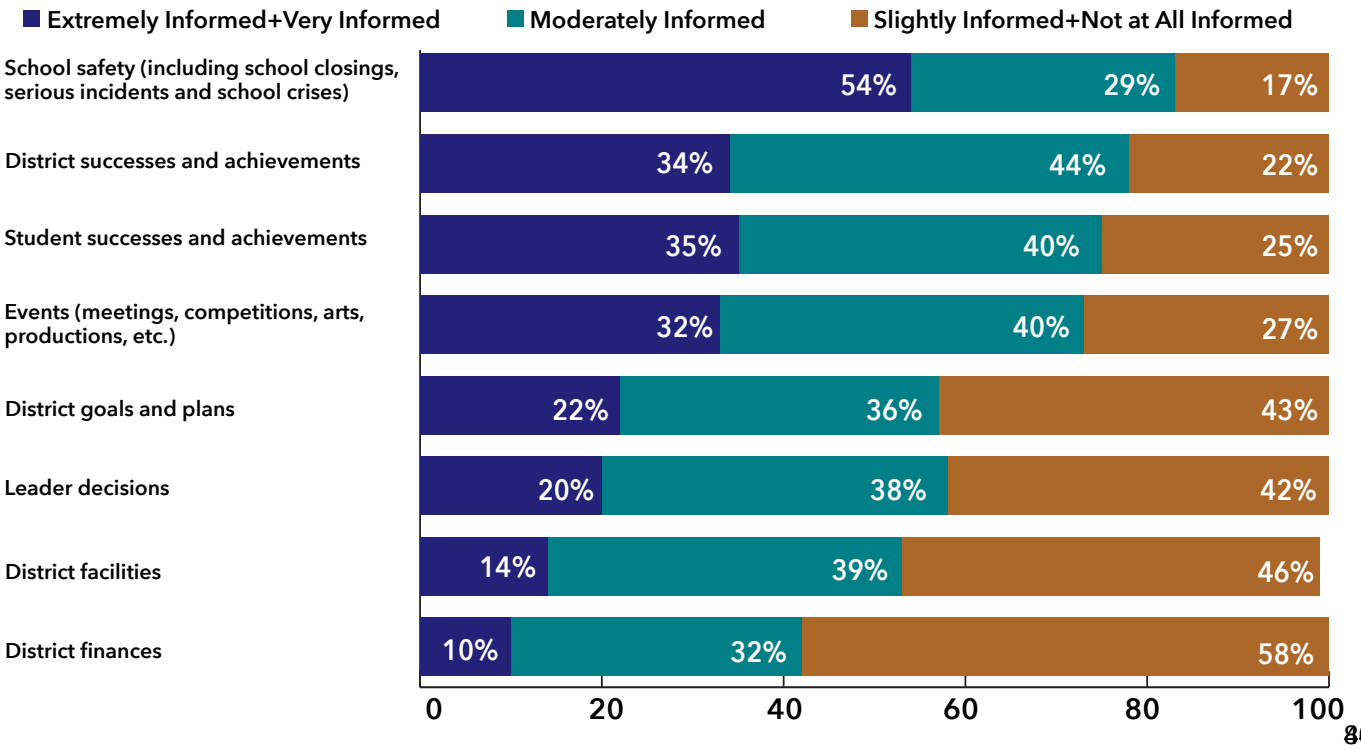


how informed they are on eight topics. As shown on pages 31-32:

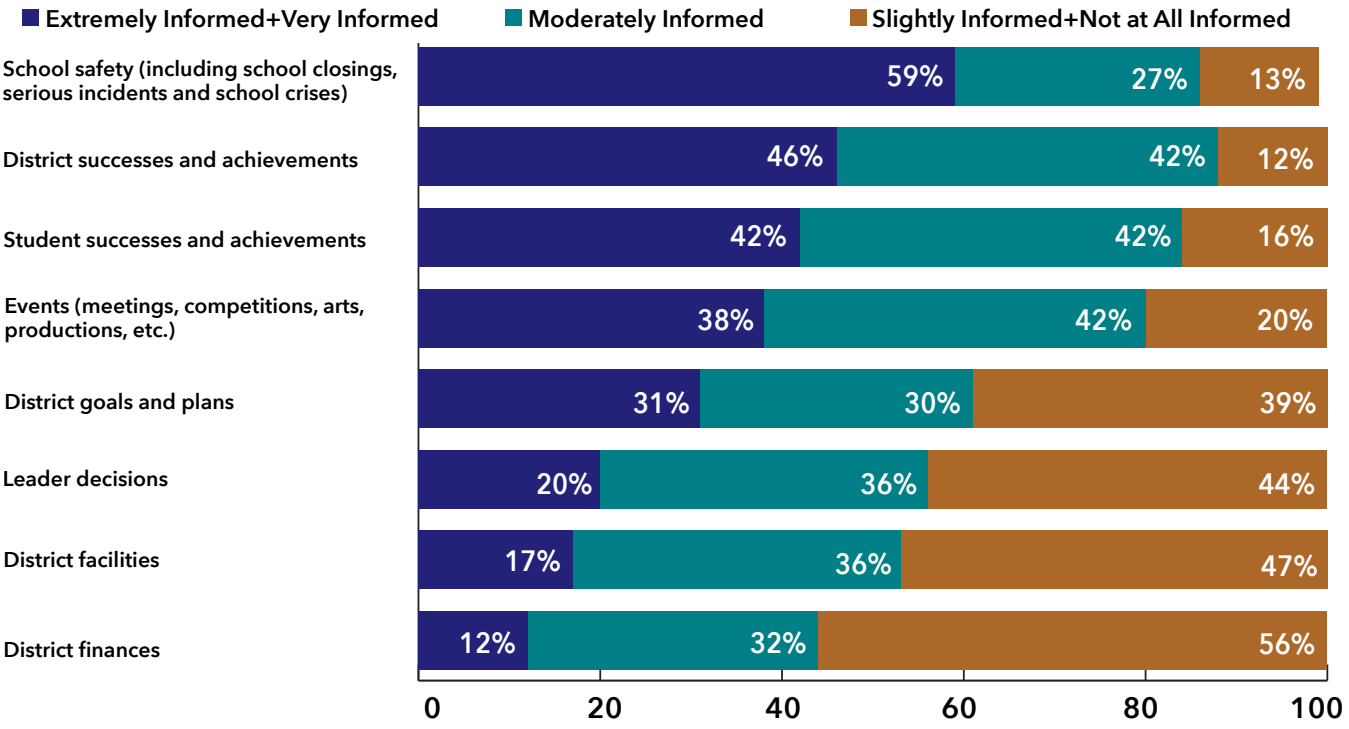
- While a majority of parents and employees reported feeling at least moderately informed about most topics, district finances stand out as an area for growth. Fewer than half of parents (42%) and staff (44%) feel even moderately informed, pointing to challenges with establishing a basic shared foundation of knowledge about district financial information.
- Community members* reported the lowest levels of understanding around district finances, with just 31% saying they feel at least moderately informed. Other topics in which fewer than a majority feel at least moderately informed include district facilities, goals and plans, and leader decisions.
- By contrast, school safety and district successes and achievements were the areas in which respondents across all audiences felt best informed. Notably, school safety was the only topic for which more than half of parents and staff reported feeling extremely or very informed, suggesting clearer, more consistent communication in this area.

- Focus group participants, particularly parents, were generally complimentary about ISD 709's crisis communications. Staff credited the Communication Officer's recent efforts to establish clearer protocols and create message templates and scripts as providing welcome support to school-level employees during a crisis, although others expressed frustration when messages are crafted without building-level input and are released to the public before sharing with staff.
  - Some staff comments reflected concern that the district's emphasis on speed can result in messages going out with incomplete context, which they worry can fuel misunderstandings or unrealistic expectations about what can legally be shared publicly.

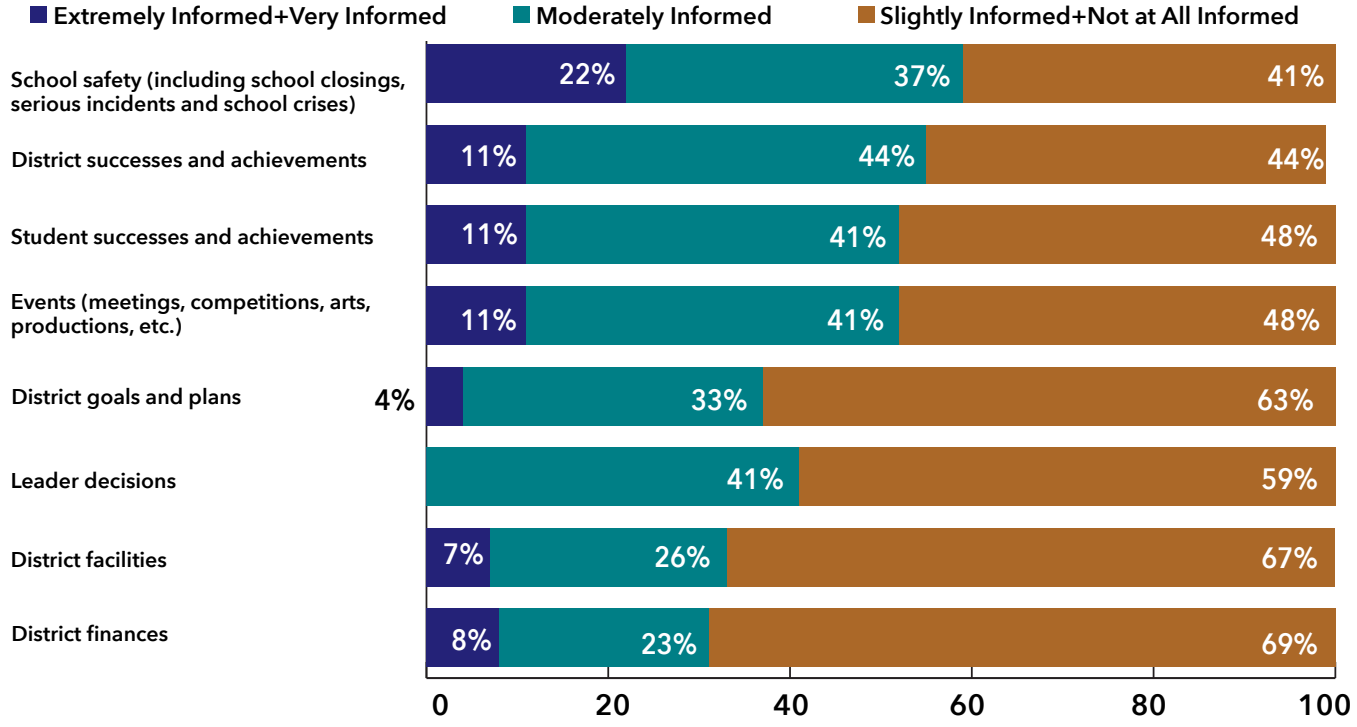
Level of Feeling Informed on Key Topics – *Parents*



Level of Feeling Informed on Key Topics – *Employees*



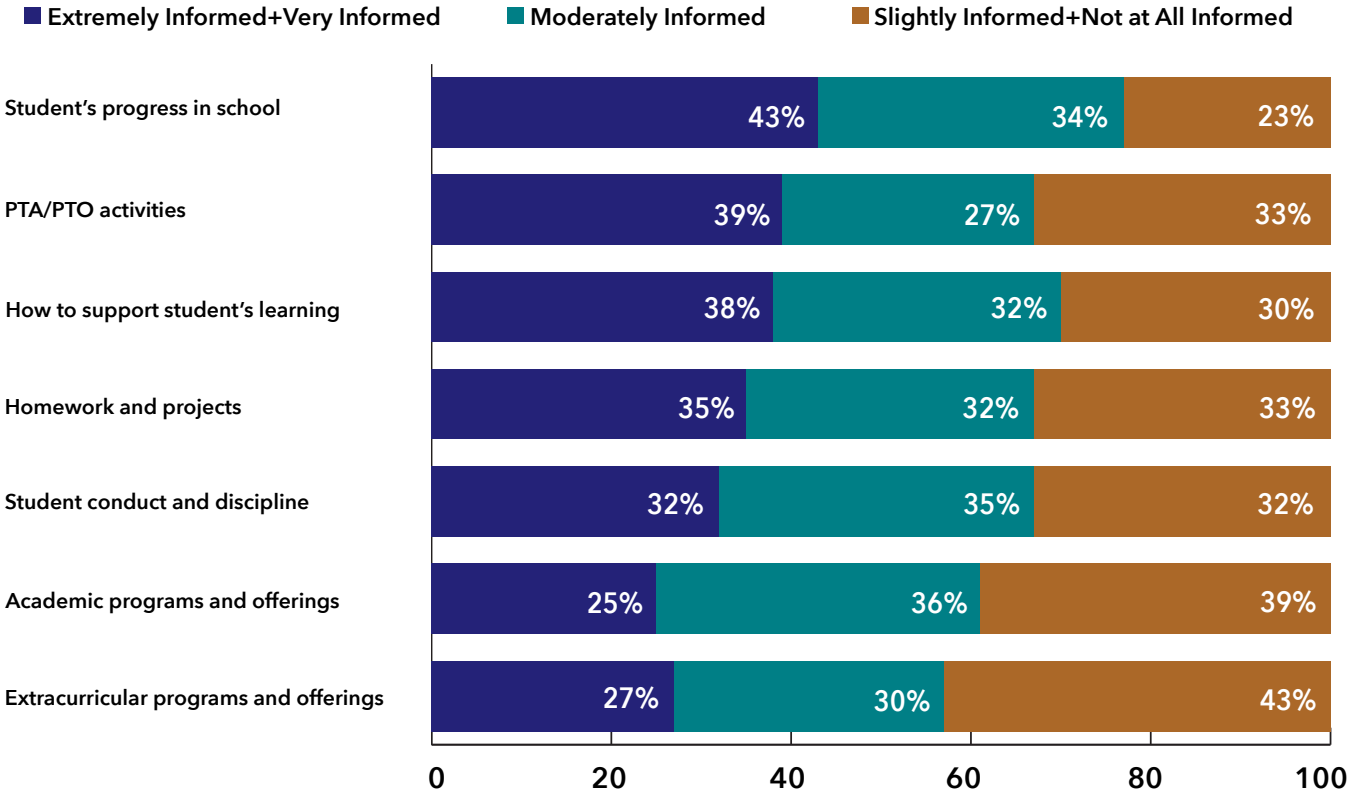
Level of Feeling Informed on Key Topics – *Community**



  - Many participants noted that crisis communication practices vary by school, particularly whether staff at one school are notified when incidents occur at other sites.

- Focus group participants believed that the district rarely communicates clearly or proactively about high-impact issues—such as funding, curriculum, staffing, policy and long-term plans—and when information does exist, it is hard to find and insufficiently explained.
  - Many described having to rely on "insider knowledge" or persistence to locate information, with some adding that the BoardBook platform (housing School Board meeting materials) is difficult to navigate.
  - A staff member described budget messaging as "surface level at best… just a single district number, positive or negative," adding that little effort seems to be made to educate stakeholders about where funding comes from or what it's used for.
  - An illustrative parent comment was a feeling that, "[District leaders] avoid the hard questions, and the information is nowhere to be found."
  - Across audiences, the district's perceived lack of transparent, plain-language communication about budgets, priorities and trade-offs was viewed as eroding confidence in leadership, limiting public understanding and reducing community willingness to support major decisions and initiatives.
- The SCOPE Survey asked parents to rate how informed they felt on topics related to their child. The results indicate that parents feel best informed about their child's individual experience in school.

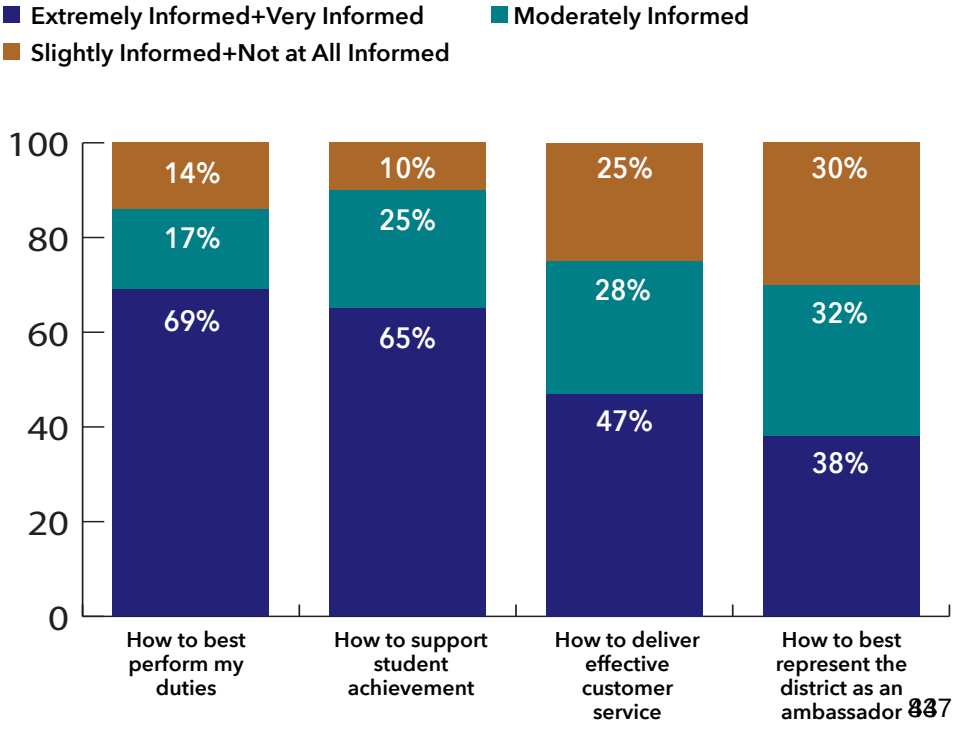
Level of Feeling Informed on Areas Pertaining to Role as Parent – *Parents*



- More than three quarters (77%) reported feeling at least moderately informed about their child's academic progress, including 43% who reported feeling very or extremely informed. A similar share (70%) reported feeling at least moderately informed about how to support their child's learning.
- Understanding declines as topics shift toward broader student programs, opportunities and expectations. About 4 in 10 parents reported feeling only slightly or not-at-all informed about academic programs and extracurricular offerings (39% and 43%, respectively).
- In their focus group, parents echoed a desire for more information about academic programs, with comments such as, "The main point of school is academics, and so much of the communication is not about that" and, "We all think different things are important, but academics has to be up there."

- When staff were asked to rate how informed they felt on topics pertaining to their jobs, findings show that employees feel well informed about their core responsibilities but less confident in their outward-facing roles.
  - Roughly 9 in 10 employees report feeling at least moderately informed about how to best perform their duties and how to support student achievement, with about two-thirds saying they feel extremely or very informed (69% and 65%, respectively).
  - By contrast, fewer than half of employees (47%) feel extremely or very informed about how to deliver effective customer service, while one quarter report feeling slightly or not-at-all informed.
  - Confidence is even lower when it comes to representing the district as an ambassador. Just 38% feel extremely or very informed, and 30% report feeling only slightly or not at all informed. Taken together, these findings point to gaps in how staff perceive their preparedness to communicate with families and the broader community.
- In focus group conversations, staff members described the flow of information from district leadership to frontline staff as "hit or miss" and highly dependent

Level of Feeling Informed on Areas Pertaining to Role as an Employee – ***Employees***

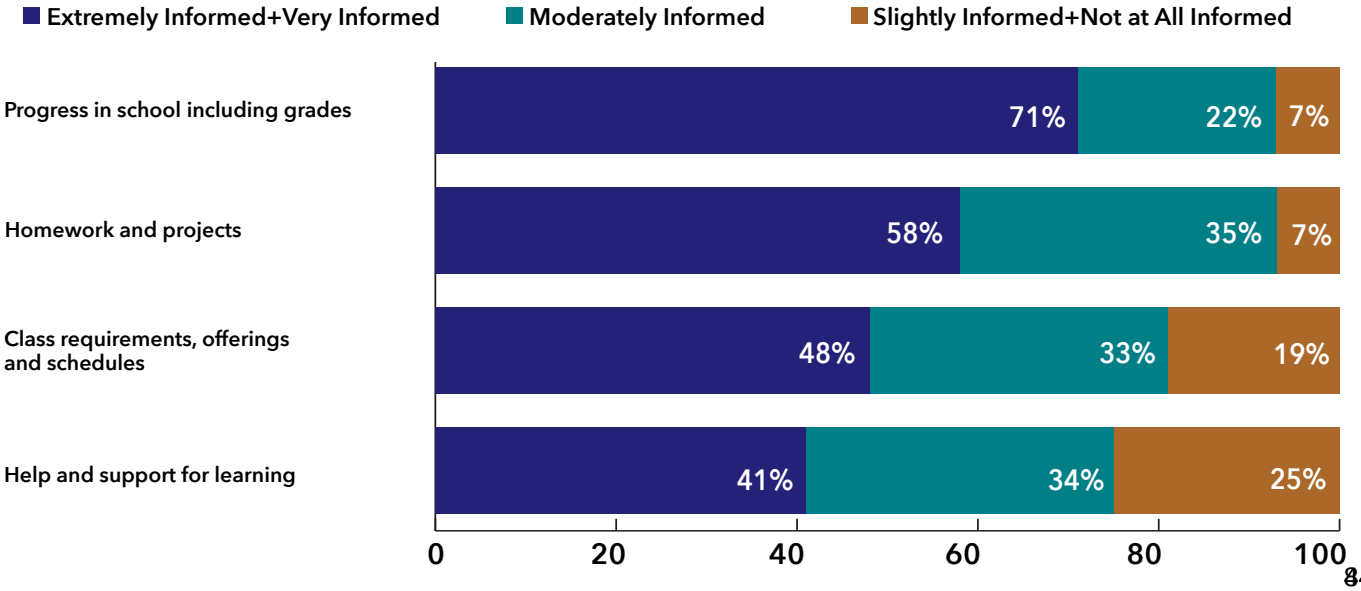


on individuals and how proactively they choose to communicate. Participants shared that "major breakdowns" can occur when those who were not present for discussions receive a "watered-down" version of information without sufficient context or clarity.

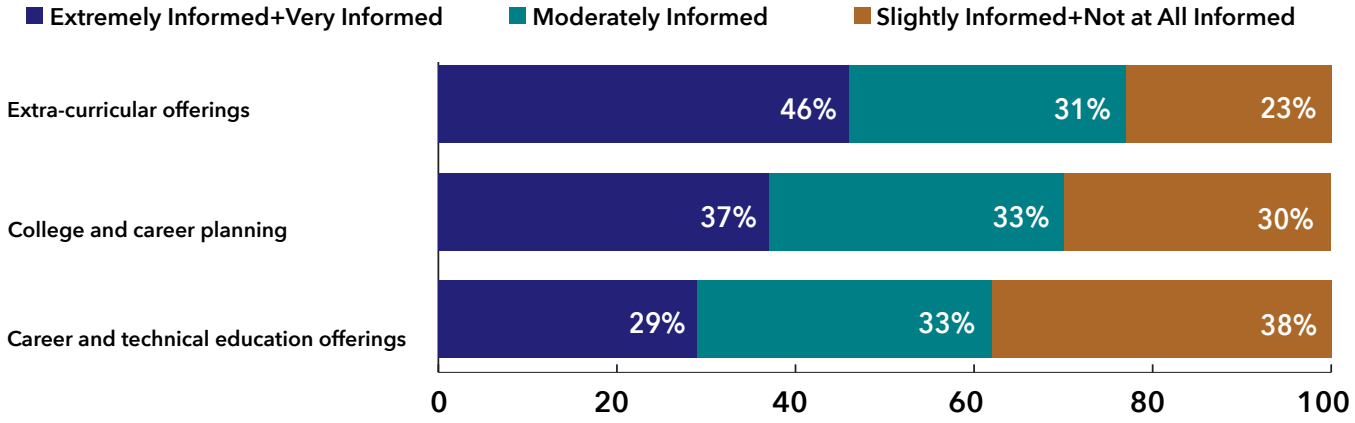
- Several non-certified staff comments reflected their feeling overlooked in information sharing and updates, despite being expected to implement procedures and support students day to day.
- Participants consistently described schools, departments and role groups operating in silos, with limited visibility into what is happening outside their own "bubbles." Some noted that innovative practices, changes or initiatives occurring in one school or department are not often shared across the district.
- Staff also described a lack of clarity within and across departments about who is responsible for communicating what information, to whom and through which channels, resulting in communication that is not consistently targeted to specific audiences. An example comment was, "I have trouble seeing what our through line is from directors all the way down to teachers."
- Several participants noted that in the absence of clear communication expectations or centralized coordination, individual departments often take it upon themselves to send newsletters or updates to staff. While intended to fill gaps, participants described this as contributing to a high volume of messages that is difficult to navigate, leading some to tune out district communications and creating confusion when messages from different departments contradict.

- Students were asked how informed they feel about topics related to their academic progress, school experiences and future opportunities. As shown below and on page 36:
  - Findings indicate that students feel most informed about aspects of school that affect them day to day. Almost all students (93%) said they felt at least moderately informed about their grades and progress in school, as well as about homework and projects.

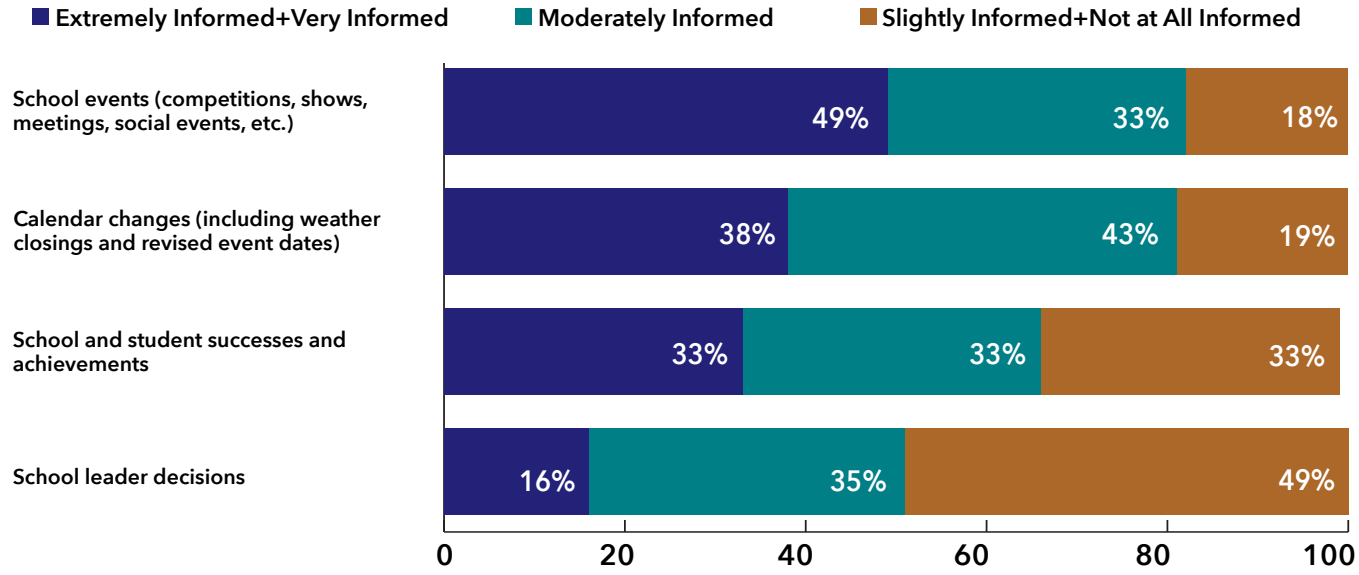
Level of Feeling Informed About Academic Progress, Class Requirements – *Students*



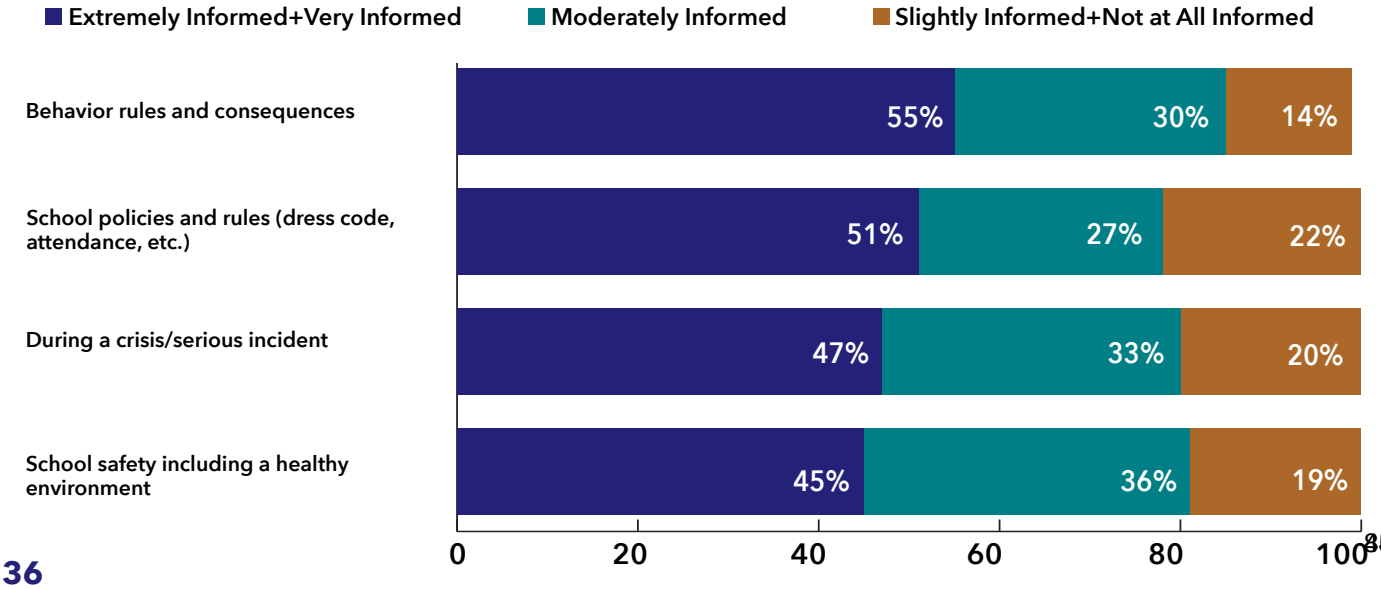
Level of Feeling Informed About Opportunities and Planning for the Future – *Students*



Level of Feeling Informed About Events and Issues That Affect Their School – *Students*



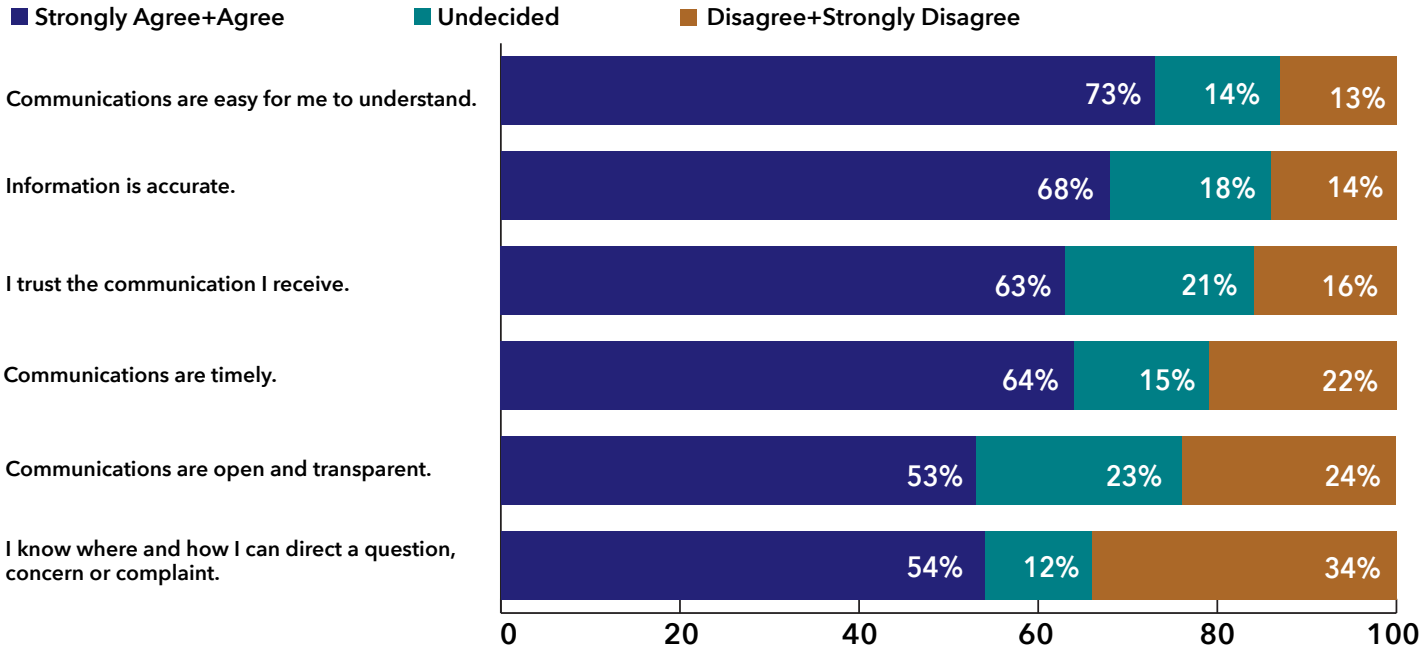
Level of Feeling Informed About School Rules and Issues Related to Safety – *Students*



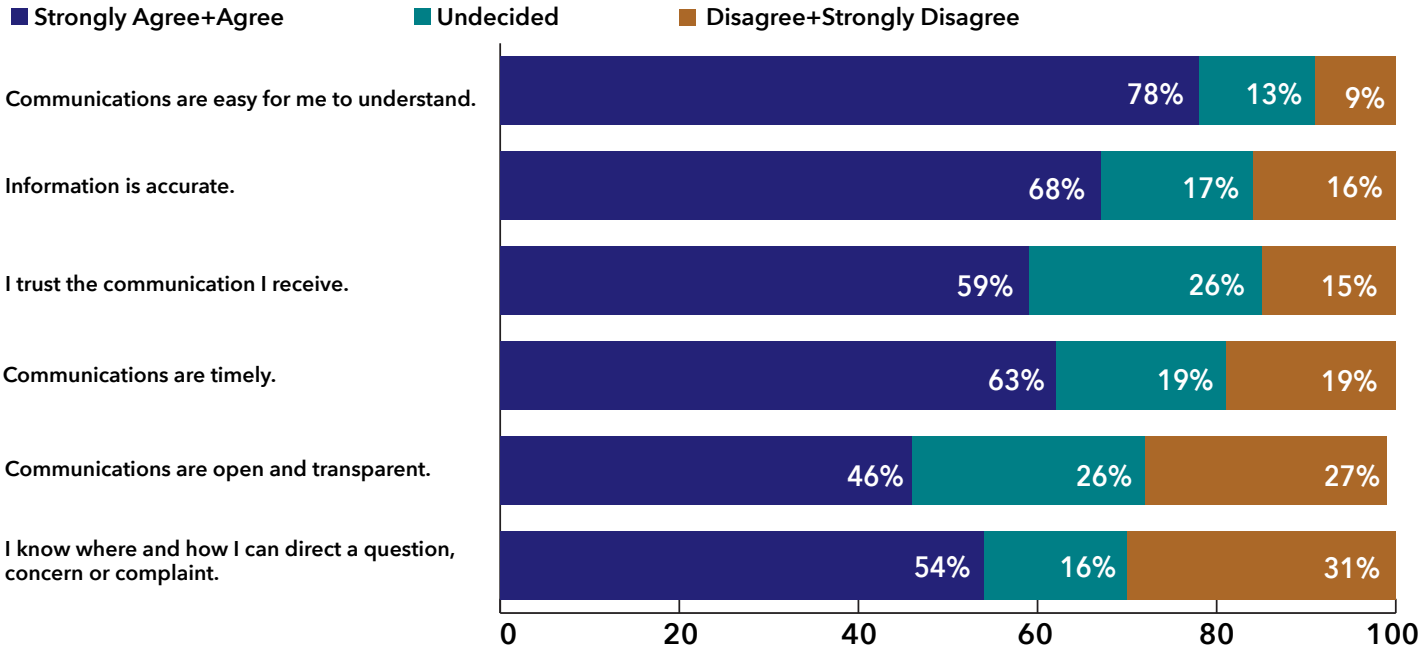
- Three quarters of students or more reported feeling at least moderately informed about a range of school procedures and supports, including behavior rules and consequences, school events and calendar changes, class requirements and offerings, school safety and crisis response, school policies, extracurricular activities and how to get help and support for their learning.
- Students reported lower levels of awareness in areas tied to long-term planning and leadership. At least 30% said they felt only slightly or not-at-all informed about college and career planning, school and student achievements, and career and technical education opportunities. Nearly half (49%) reported knowing little about decisions made by school leaders.

- In the SCOPE Survey, parents, employees, community members* and students were asked to rate their level of agreement with statements related to the quality of communication in ISD 709, with the results shown below and on pages 38-39.
  - Parents and employees report generally positive perceptions on communication fundamentals. About three quarters agree or strongly agree that district communications are easy to understand, and roughly two thirds agree they are accurate and timely.
  - Agreement drops when it comes to navigating the system for information—just over half of parents and employees (54% each) say they know where and how to direct questions, complaints or concerns.

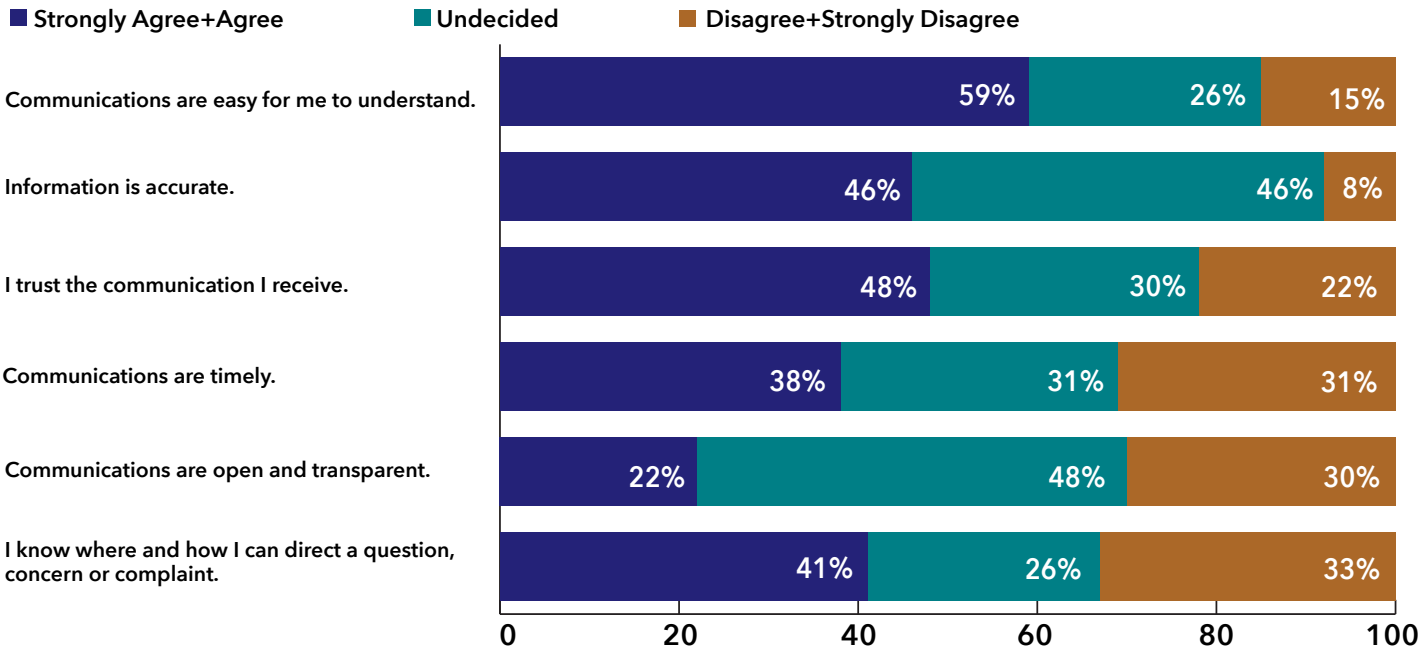
Level of Agreement With Statements About District Communication – *Parents*



Level of Agreement With Statements About **District Communication** – ***Employees***



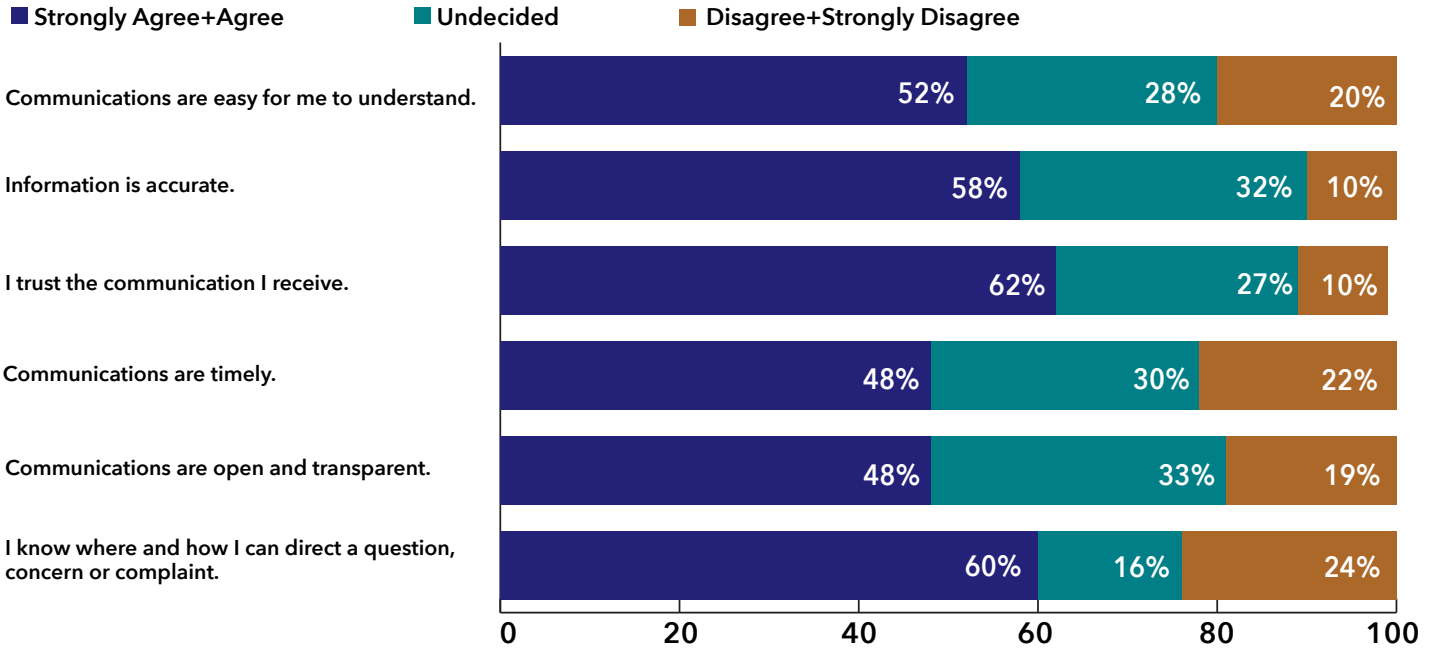
Level of Agreement With Statements About **District Communication** – ***Community****



- For both parents and employees, trust in district communications outpaces perceptions of openness and transparency. Among parents, 63% agree communications are trustworthy compared with 53% who agree they are open and transparent. The gap is wider among employees, where 59% agree communications are trustworthy, but fewer than half (46%) view them as open and transparent.
- Community member responses reflect weaker and less settled perceptions overall. While a majority agree that communications are easy to understand, fewer than half agree with any of the other statements. For most measures, undecided responses represent the largest share. Notably, nearly half of community members (48%) say they trust district communications, while fewer than one quarter (22%) agree they are open and transparent.
- Taken together, the findings indicate that for these audiences, communication is more often viewed as understandable and trustworthy than as transparent or easy to navigate.

- About half of students (48% each) agree that communications from their school are timely and transparent, but agreement is higher for trust, accuracy and knowing where to direct questions (62%, 58% and 60%, respectively), as shown below.

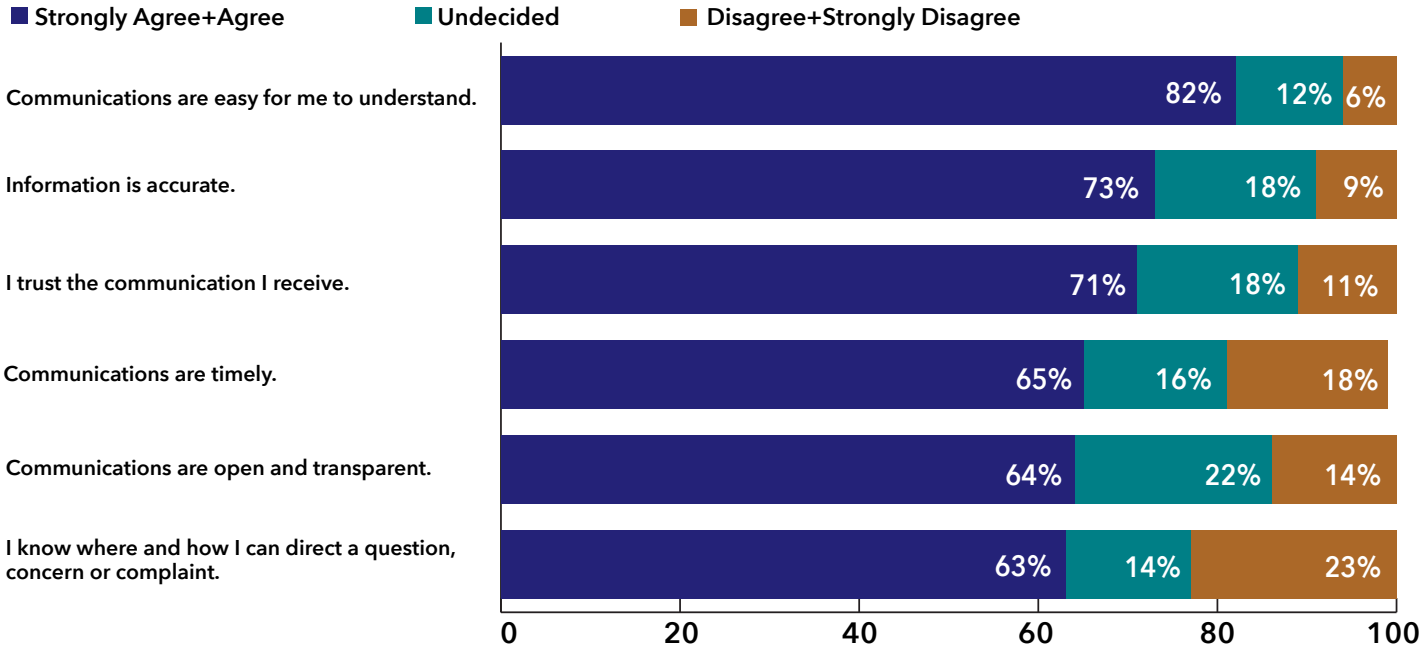
Level of Agreement With Statements About School Communication – *Students*



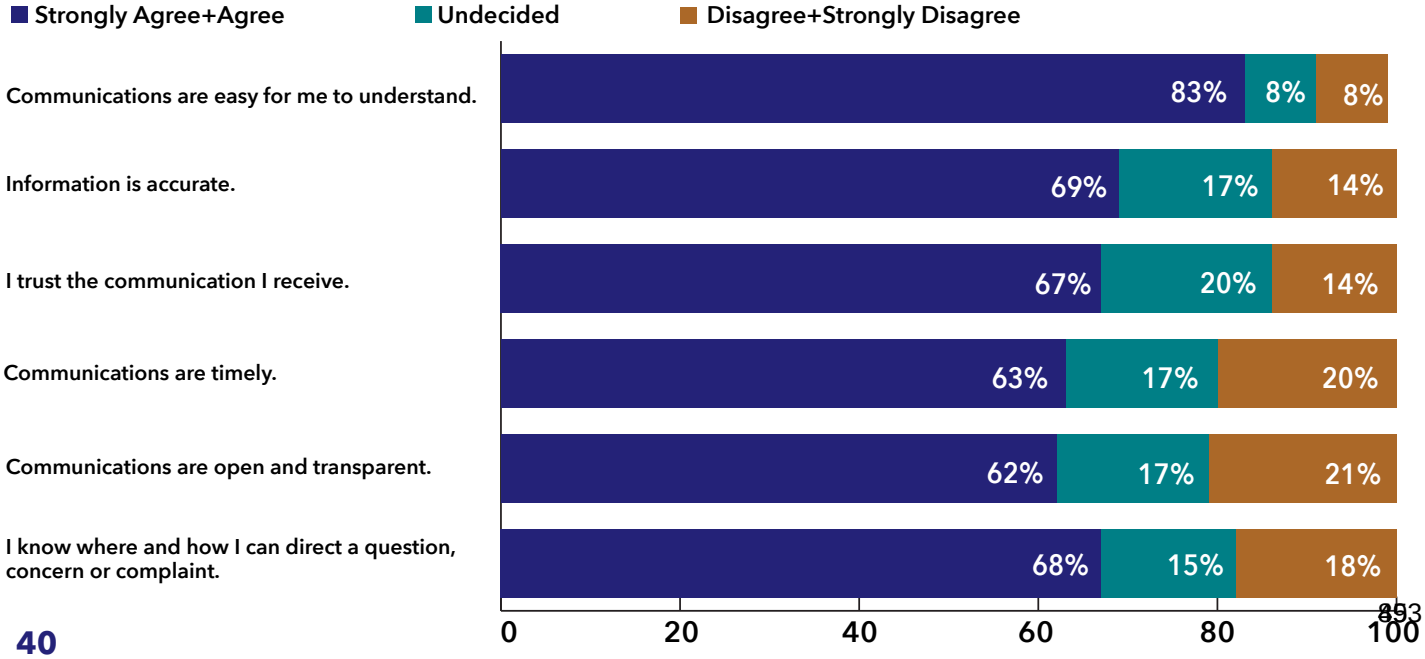
- Parents expressed slightly more favorable views of communication from their child's school than from the district overall, particularly in terms of clarity, accuracy, trust and knowing where to direct questions. Perceptions of timeliness were nearly identical across school and district communications.

- Employees expressed similar views of communication quality at the district and school/department levels across most measures. Where differences emerged, staff reported greater transparency and more clarity about where to direct questions and concerns within their school or department.

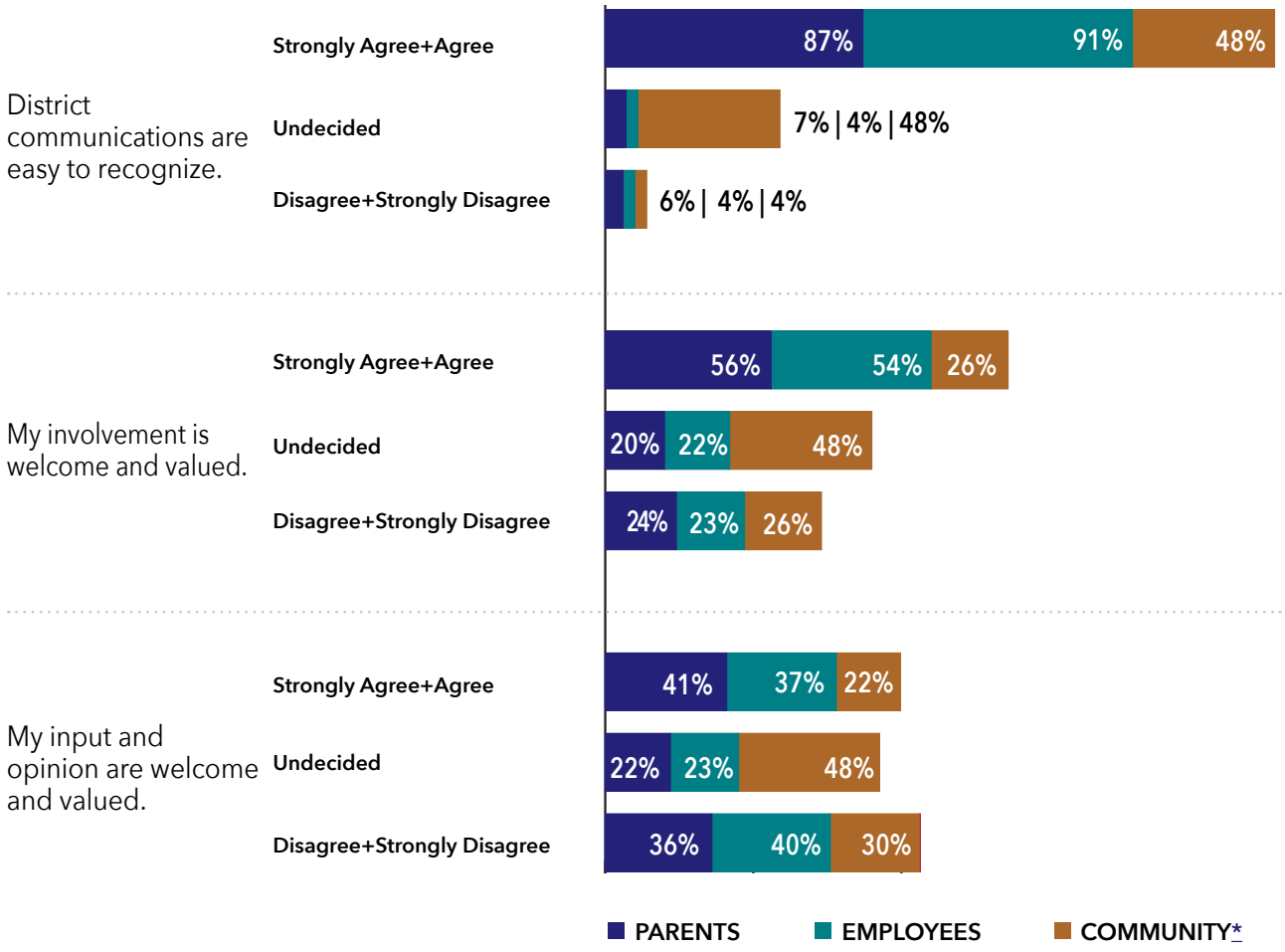
Level of Agreement With Statements About **School Communication** – ***Parents***



Level of Agreement With Statements About **Workplace Communication** – ***Employees***

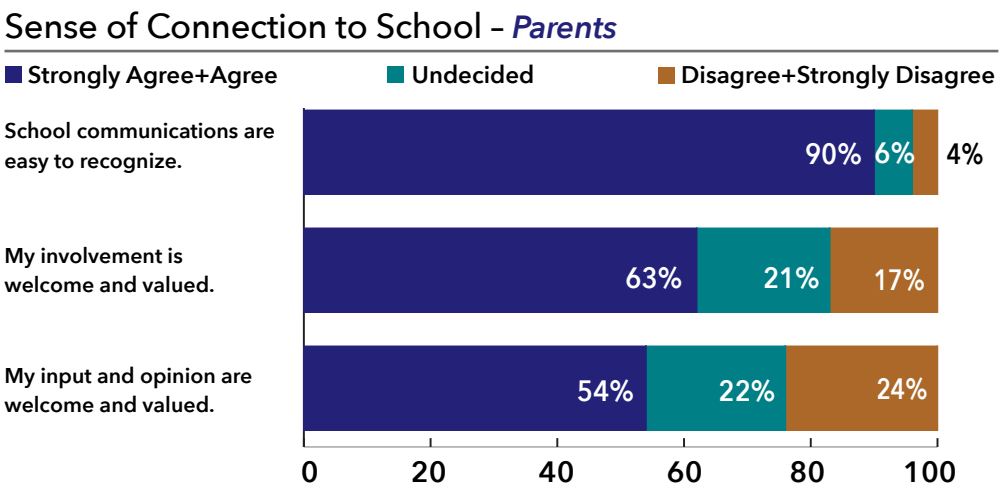


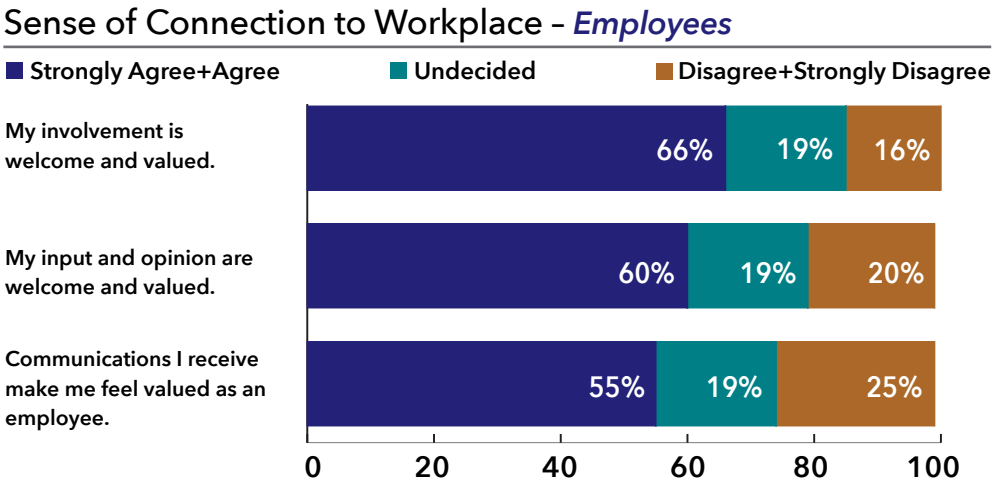
Sense of Connection with the District



- Survey respondents were also asked about their sense of connection to the district, or for students, to their school.
  - A majority of parents and employees agree or strongly agree that the district welcomes and values their involvement (54% and 56%, respectively), as shown in the chart above. However, agreement drops when these same respondents are asked whether their input and opinion are welcome and valued. Fewer than half agree, and disagreement is at 36% among parents and 40% among employees. This gap echoes themes elsewhere in the audit where stakeholders described being invited to participate but uncertain their input influenced decisions.
  - Among community members, nearly half (48%) are undecided on whether their involvement or input is welcome and valued, suggesting low clarity or confidence in how to contribute.
  - While 40% of students agree or strongly agree that their school welcomes and values their input and opinion, one quarter (26%) disagree, indicating an opportunity to invite more student voice.

- Parents and employees alike feel more connected at the school or department level than at the district level, as illustrated in the charts at right. While for both groups perceptions that their involvement is welcome are somewhat stronger at the school/ department level, the largest gains in agreement are seen in perceptions regarding input. Agreement that input and opinions are welcome rises from district ratings by 13 percentage points among parents and by 23 percentage points among employees at the school or department level, suggesting that stakeholders experience a greater sense of influence closer to where their day-to-day interactions occur.





- Frustration over unreliable internet and cell service within some school buildings surfaced in staff and community focus groups. Participants described these issues and the unavailability of guest Wi-Fi as frequently interfering with programming and support opportunities for families and community members.

Digital Communication Tools

District/ School Websites



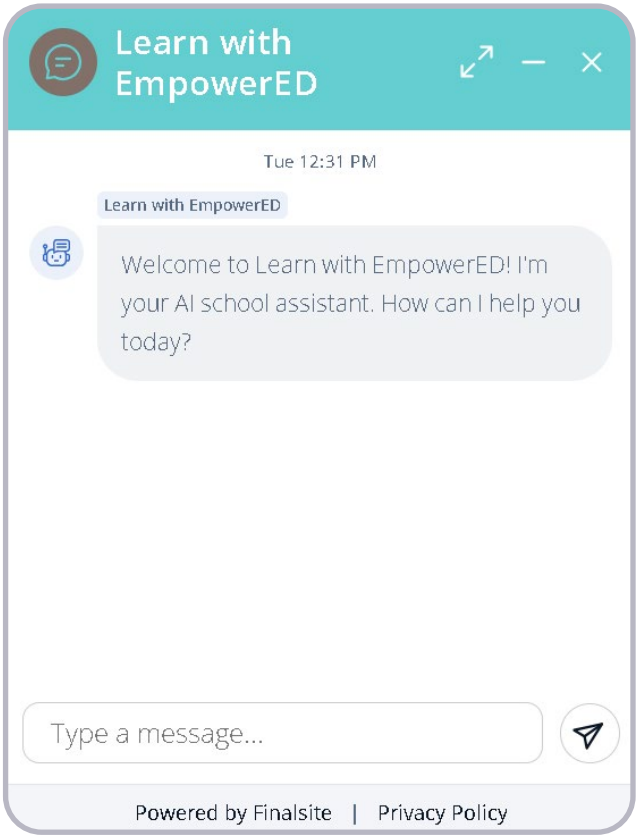
- The district uses Finalsite's content management platform for its website (https://www.isd709.org/). The Communications Officer serves as ISD 709's primary webmaster. District-level departments are expected to designate a staff member to update their webpages as part of their assigned responsibilities; however, the effectiveness of this approach varies.
- In practice, responsibility for maintaining department pages is often assigned informally—frequently to a department leader's administrative assistant—rather than through a deliberate assessment of staff capacity, technical skills, or access to current information. As a result, content updates can be inconsistent and delayed.
- Currently a staff member at each school—typically someone in a technology role—receives a stipend to maintain the school-level pages. (Auditors were informed that the district may eliminate stipends for this work next school year). The Finalsite platform includes a "duplicate across sites" feature that allows a single page's content to be automatically replicated across multiple other pages using different templates. For example, the district-level Communications Office page appears within individual school websites in their respective design formats. This functionality reduces the number of pages staff must maintain and promotes consistency of information.
- The auditor used the WebAIM website accessibility tool to assess the homepage and individual school homepages for accessibility issues. This tool checks for potential barriers that might affect users with disabilities, including visual, hearing, motor or cognitive impairments. Ten errors were found: five missing form labels (visually hidden but located at the bottom of the homepage) and five broken ARIA references—the labels that help screen readers interpret interactive features—within the embedded calendar. Additionally, the tool found one color contrast error involving the "Powered by Finalsite" icon.

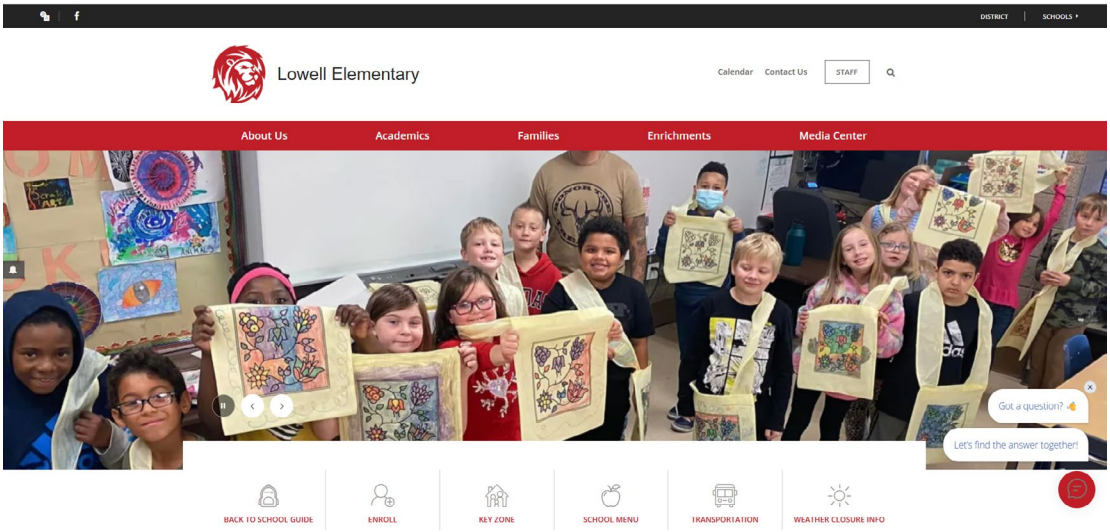
  The tool also identified 74 alerts, which indicate potential accessibility issues that require manual (i.e., human) review, including:

  - Six instances of long alternative text, in which image descriptions may be more detailed than necessary or duplicative of nearby text; and
  - More than 60 redundant links, which occur when multiple links on a page lead to the same destination.

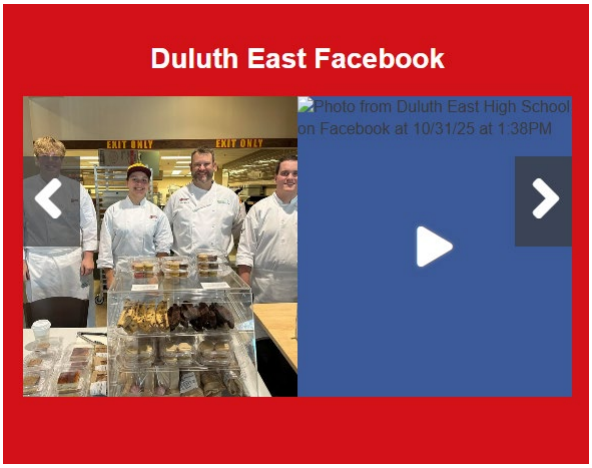
  Both may create unnecessary repetition for screen reader and keyboard users.

- WAVE also identified 32 accessibility features and 70 structural elements on the homepage, which are potentially helpful for accessibility but require contextual review to ensure they are correctly implemented and used consistently.
- Assessments of school homepages indicated the same errors related to missing form labels, broken ARIA references and color contrast, along with varying numbers of similar alerts, features and structural elements requiring manual review.
- A link to the district's website accessibility statement is easily found and appears in the footer of every page. The link opens a web page that displays the text of the School Board's outdated 2018 website accessibility policy, instead of the current one, revised and updated in 2025. The statement contains two links to a complaint form, both of which return "404 – Page Not Found" errors; however, the page text does include contact information for submitting complaints.
- Some content, e.g., policies, forms and instructional plans, is posted as PDFs rather than HTML, requiring users to download, open and zoom in to view the content on mobile devices. PDFs can also be less accessible to individuals using assistive technology such as screen readers.
- The inconsistent behavior of internal links—some open in new tabs while others open in the same tab—may cause confusion for visitors.
- Much of the content on district-level pages is "evergreen" content that provides useful reference information. The homepage has a prominent "News & Announcements" section; however, during much of the audit period, the same three stories appeared—one from December 2025, and two from October 2025—indicating that the website is not frequently updated with current news. A review of the News Archive confirmed this, with typically one or two news stories in a month and often several months between posted stories.
- An AI-powered chat bot (pictured below) was recently integrated into the district website in November 2025.
  - Based on several test questions posed by the auditor, the feature generally returned helpful information, along with direct links to relevant web pages.
  - Although focus group participants frequently referenced the website, none mentioned the chat bot feature, most likely due to the recency of its launch and limited time for stakeholder awareness.





- Branding is present and consistent throughout most district-level pages. Most school pages (example pictured above) feature a different color scheme and a school-specific logo or generic paw print logo in lieu of district branding elements. However, page layouts are very similar across schools, creating familiarity for users, and a link to the district homepage is displayed in the top right corner of each school homepage.
- School navigation is also similar across buildings serving the same grade levels (e.g., elementary), although some schools offer content in many more areas than others. Also, at least one school includes a navigation link that all other schools include, but the page has no content. That said, school pages share a consistent footer that provides easy access to most third-party platforms used by parents and/or staff.
- While some schools display a calendar specific to their events, other schools' calendars display only district meetings and events or nothing at all. Because the calendar feature is visible on each site, visitors may assume it reflects that school's activities; when no school events appear, it can suggest there are none scheduled rather than that the calendar is not being regularly updated.
- Text styles change throughout the school pages, using different fonts and text colors and changing text justification.
- Many of the school pages feature an embedded social media feed displaying the school's most recent Instagram or Facebook posts; however, many of the post visuals are not loading properly (example pictured.



- Some information on school pages is out of date. For example, the Principal pages on several school sites contain the same "welcome to the new principal" text that

was posted when the leader first came to the school.

- On many school pages, school news is difficult to locate and/or not timely. In many cases, the School News link takes the visitor to an archive of the school's newsletters, created in Smore, a platform for creating templated newsletters, and emailed to families through ParentSquare. In some cases, the most recent newsletter is from a prior school year. Other schools do not post news.
- Focus group and survey comments reveal that for them the district and school websites are not functioning as reliable, user-friendly hubs for information.
  - Staff and parents alike described the sites as unreliable for finding current information and "needlessly complicated" to navigate.
  - Participants said they primarily use the site to access links to third-party platforms because time-sensitive information is only pushed out through ParentSquare and rarely posted to the website for searching or later reference.
  - Parents frequently cited outdated pages, incorrect or incomplete calendars and broken or missing links across school websites, with some families reporting they no longer use the website at all.
- Although the current site is viewed as an improvement over the previous version, staff members expressed confusion over who has editing access, who is responsible for updates and whether authority sits at the school, department or district level.
  - Staff felt there has been no systematic training, guidance or scheduled review process to support consistent content management over time.
  - At the same time, the Communications Officer shared that when individuals are assigned website responsibilities, she reaches out to offer one-on-one support or training resources.
  - The difference between staff perceptions and this practice suggests a disconnect between existing procedures and staff awareness or experience of them.

District Staff-Only Website

- The district website has a "Staff" link, which takes employees to a password-protected staff-only website. Also built in Finalsite, the staff-only website uses the same page templates as the public-facing site, with a dedicated staff navigation menu embedded throughout.
- Each district department is responsible for maintaining its section of the staff site. Content updates appear inconsistent across departments. In some cases, pages are not regularly maintained due to competing priorities or staff turnover when responsibilities are not formally reassigned. In some instances, then, the task falls to the Communications Officer. A message on the landing page notes, "Please be aware that this side of the website is still being built out…"
- The auditor's review found many resources that are likely useful to employees, including information and forms related to business services, human resources, travel, immigration enforcement protocols, print shop services and grant proposals. However, much of the content is organized according to the district's departmental structure rather than according to how staff typically search for information. For example, reimbursement and professional leave forms are housed under "Business

Services" because that department oversees them, even though employees may not intuitively look there. In response to feedback that staff could not locate certain resources, the Communications Officer added direct links on the staff landing page to improve access.

- While a searchable staff directory exists within the staff site, the available contact information does not include job titles, limiting its usefulness when employees are trying to determine whom to contact for specific needs.

District/School Social Media

- ISD 709's social media presence is primarily managed by the Communications Officer. Although there are a few department-specific Facebook pages, the district is endeavoring to consolidate them with the district's official page.
- School social media pages are maintained by volunteer staff members—in some cases, the school principal—and some pages are more active than others, especially following a volunteer's departure from the district.
- The auditor analyzed the district's official social media pages for frequency of posts and engagement over two two-week periods (April 1-15, 2025, and October 1-15, 2025) and found the following:
  - **ISD 709's Facebook page** (https://www.facebook.com/duluthpublicschools) has more than 13,000 followers. Based on the two-week samplings, the district posts approximately 3-5 times per week with an average engagement rate of 1.7%. For the education industry, Hootsuite reports an average engagement rate per Facebook post of 2.2% in 2025.

    Posts typically announce school closures or upcoming events and opportunities, or they are celebratory in nature, often highlighting student and/or staff accomplishments as well as various holidays and educational appreciation days/months. Posts consistently include the familiar district hashtag #isd709EmpowerED, along with other descriptive hashtags. Posts that included a video or district-specific photo typically had higher engagement than other posts.
  - **ISD 709's Instagram page** (https://www.instagram.com/duluthpublicschools/) has 1,916 followers. Based on the sampling periods, the district posts up to 4 times per week with an average engagement





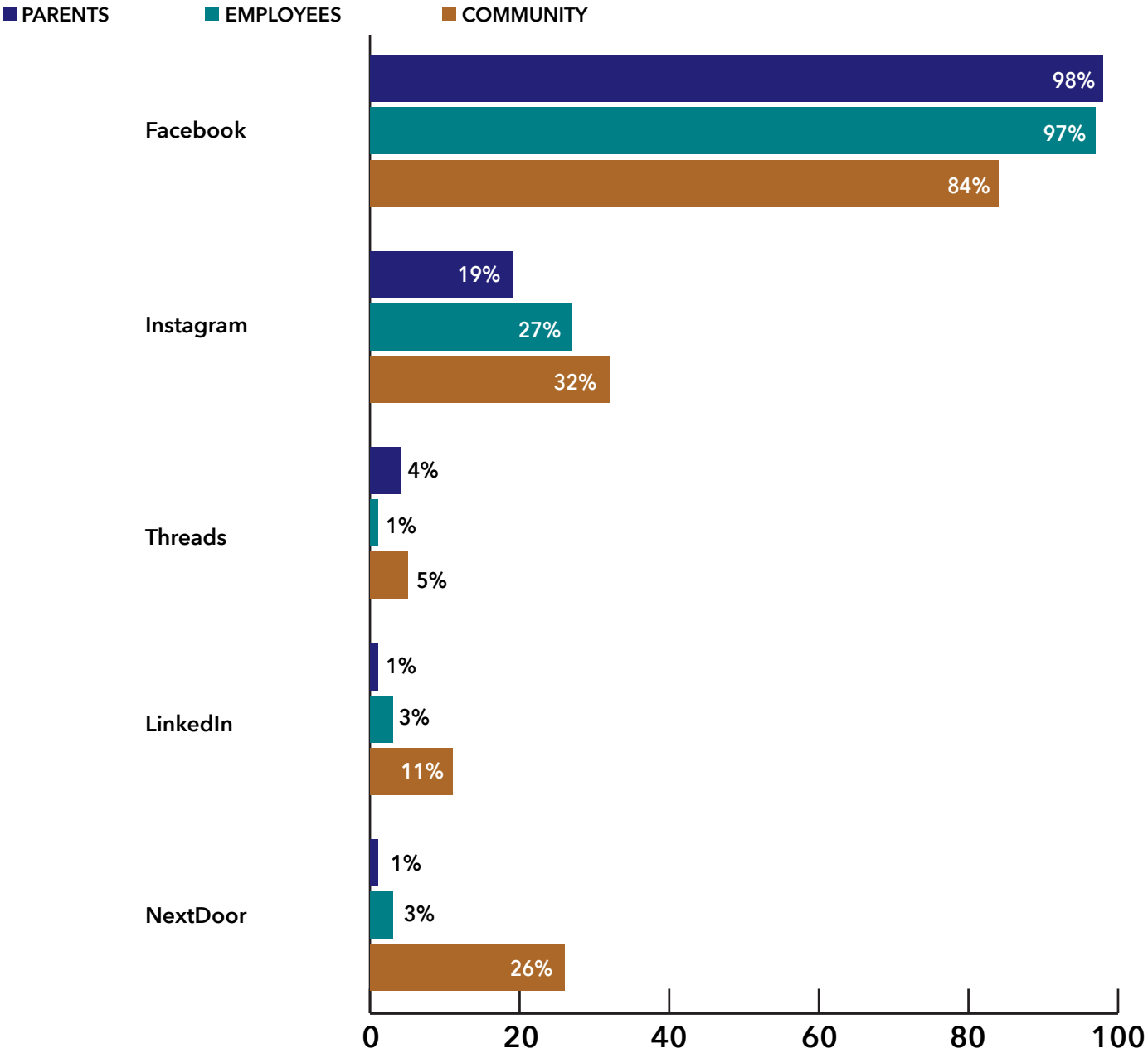
rate of 0.7%. For the education industry, Hootsuite reports an average engagement rate per Instagram post of 4.2% in 2025.

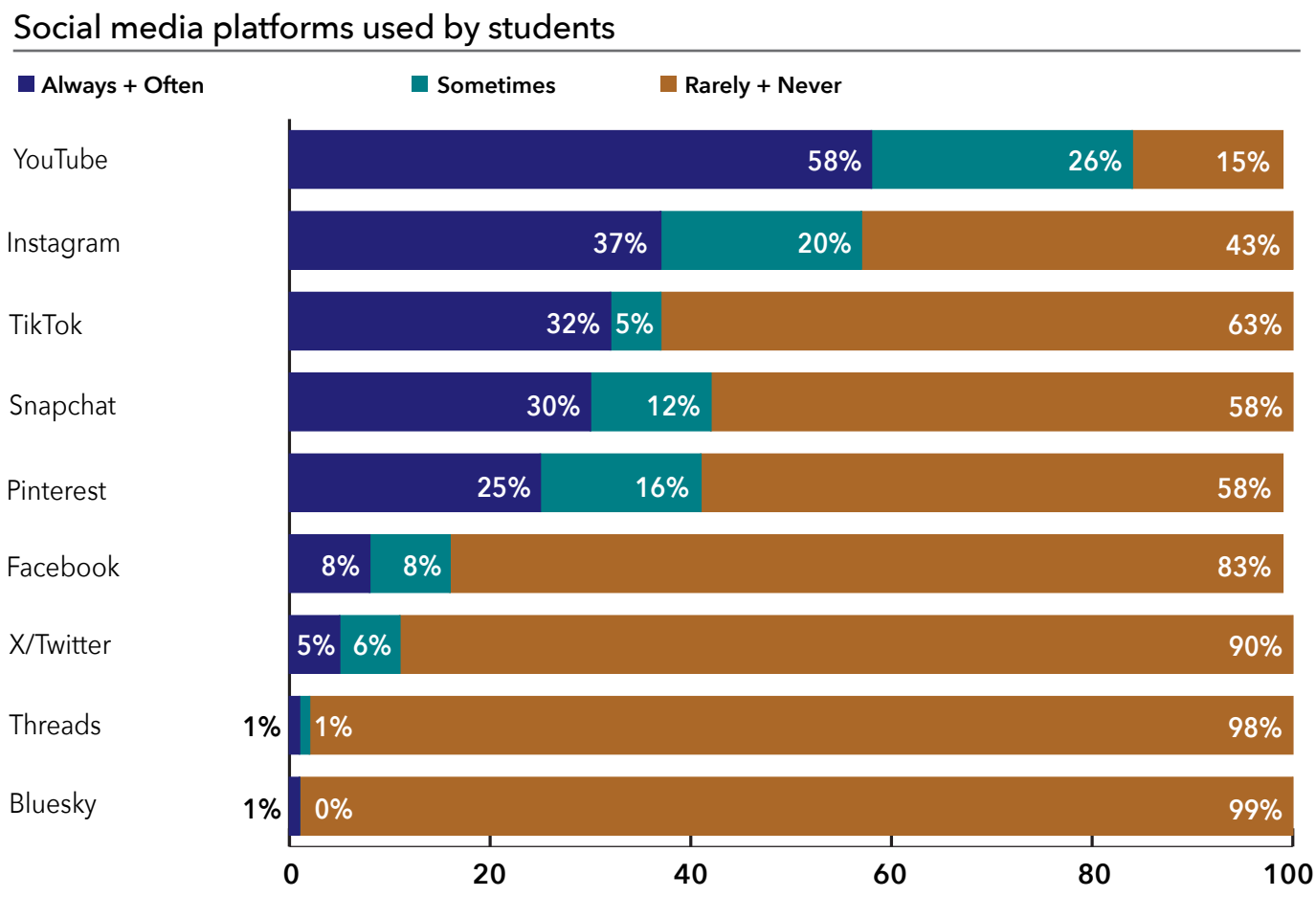
All of the posts in this sampling shared the same content featured in ISD 709's Facebook posts during the same time period. Many posts were images of flyers; however, accompanying post text typically summarized or repeated the information. Posts consistently included the hashtag #isd709EmpowerED, along with other descriptive hashtags.

- **ISD 709's LinkedIn page** (https://www.linkedin.com/company/duluth-public-schools/) has 487 followers. Based on the sampling periods, the district shares certain posts featured on other platforms. Engagement on most posts was minimal.
- The **district's Threads account** (https://www.threads.com/@duluthpublicschools) has 401 followers. Based on the sampling periods, the district posts infrequently—a few times per month--sharing certain posts featured on other platforms. Engagement on most posts was minimal.
- The **district's X account** (x.com/Duluth_Schools) has 1,542 followers; however, a "pinned" post alerts followers that the account is not updated regularly.

- In the SCOPE Survey, participants were asked which social media platforms they use for updates about ISD 709. Facebook was cited by 98% of parents, 97% of employees and 84% of community members, significantly outpacing all other platforms, including Instagram, Threads, LinkedIn and Nextdoor as shown in the chart on the next page.
- Although survey results show that 26% of community members report relying on Nextdoor for district information, this figure is based on just 27 total community responses. Open-ended comments indicate that many stakeholders are unfamiliar with Nextdoor altogether or do not think of it as a place to seek school district information, raising questions about the effectiveness of staff time spent maintaining it.
- When asked about their general social media use (not specifically for district information), students reported meaningful engagement with only two platforms. Eighty-four percent said they use YouTube at least sometimes, and 57% said the same for Instagram. For all other platforms, a majority indicated they rarely or never use them.
- Across focus group and survey comments, participants expressed mixed engagement with district and school social media, with some parents valuing it for visibility into day-to-day school activities and others not using it at all. It was most often described as supplementary and best suited for highlights and storytelling, rather than a preferred or reliable source for need-to-know communication.
- Comments also suggested that the district should leverage social media more to share positive stories, especially to reach community members who otherwise rely on local news media. Speaking to this, an employee commented, "We need to do more to get the good news and feel-good stories 'out there,' to be picked up by local media and on our own platforms."

Which social media platforms do you use for school related information?





District/School Video Channels

- **ISD 709's main YouTube channel** (https://www.youtube.com/@DuluthSchools) has 500 subscribers and 689 videos. As noted on the district's School Board webpage, the channel is used to broadcast live streams of school board meetings (run by the Technology Department) and to house recordings of board meetings, including listening sessions and committee meetings. At the time of the auditor's review, the two most recent recorded videos were of meetings from August 2025, and all other recorded videos were from 2024 or earlier.
- The Communications Office maintains a YouTube channel, but it is used for video storage and not promoted publicly.

Words that Best Describe the District:



SWOT Analysis

The auditor has identified the following items as specific internal strengths (S) and weaknesses (W) of the school system and external opportunities (O) and threats (T) in the wider environment—known as a SWOT analysis—affecting the ability of ISD 709 to achieve its communication goals. Each item is addressed, either as something to build on or try to mitigate, in the recommendations of this report.

	STRENGTHS	WEAKNESSES
INTERNAL	• District leaders and the Communications Officer acknowledge gaps in strategic communication and have demonstrated openness to improvement by engaging in a comprehensive audit to inform more planned and systematized practices. • Strong school-level relationships among staff, families and community partners create a foundation for effective communication and engagement with students and families. • ISD 709 offers a broad range of programs and opportunities for students, including diverse academic pathways, electives and specialized offerings that many families view as a distinguishing strength of the district. • Equity and inclusion are clearly embedded in district values and messaging, providing a consistent anchor for future communication efforts. • The district actively cultivates community partnerships to enhance programming quality, expand access to services and support students and families.	• The district does not yet have a strategic communication plan to guide priorities, messaging and audience targeting, though this audit report will aid in the development of such a plan. • The Communications Officer is not consistently included by leaders early in discussions and decisions on issues that affect families, staff and the community, limiting the district's ability to support clear and proactive communication. • Limited communication staffing and unclear expectations for shared communication responsibilities constrain the district's ability to expand or sustain highly effective communication efforts. • The district communicates inconsistently and with insufficient depth about high-stakes issues such as funding, staffing, curriculum and long-term plans. • Leadership turnover has contributed to communication practices that are driven by individuals rather than systems, resulting in inconsistency and unclear expectations. • Diffuse responsibility and unclear decision-making processes hinder timely information flow and leave frontline staff without sufficient context to communicate effectively.

EXTERNAL

OPPORTUNITIES	THREATS
• Values-based and community-focused content generates strong engagement, underscoring the need for clearer planning, framing and expectations for dialogue around complex or sensitive topics. • Strong pride in local schools and positive school-level relationships highlight a disconnect between first-hand, lived experiences and broader, negative district perceptions that could be addressed through more targeted, substantive and audience-centered communication. • Broad recognition of the district's people, programs and commitment to students provides a platform to more clearly articulate the district's value proposition and align communication with what families and community members value most. • Stakeholder expectations for clearer transparency and meaningful two-way communication create momentum for improving how feedback, decision making and follow-through are communicated.	• Limited direct communication with non-parent residents increases reliance on third-party narratives, reducing the district's ability to shape understanding and build support among community members and taxpayers. • Lingering distrust tied to historical leadership decisions and engagement approaches continues to influence how current communication is received, regardless of intent or content. • Mixed and often negative perceptions of the district—particularly among community members and students—pose an ongoing risk to credibility and public understanding if not addressed through clearer, more substantive communication. • Persistent perceptions of an east–west divide undermine confidence in equity efforts and complicate districtwide messaging about fairness, access and shared priorities. • Budget pressures and enrollment growth strain staff capacity and morale, reducing the district's ability to respond nimbly and consistently and, over time, threatening to erode trust and confidence among families and community members.

Benchmarking of Results

National Benchmark: SCOPE Survey Scores

As part of this communication audit, NSPRA conducted its proprietary, online School Communication Performance Evaluation (SCOPE) Survey to collect feedback from three stakeholder groups: parents/caregivers, employees (instructional, support and administrative staff) and community members. The auditor used this data to identify strengths and weaknesses of ISD 709's communication program, many of which are included in the Key Findings section of this report.

An additional value the SCOPE Survey brings is the ability to compare the district's survey results on issues that matter most in school communication with the results of surveys conducted by school districts across the United States. A sampling of ISD 709's results compared to the 150+ districts that have participated in the survey since its inception is presented in the SCOPE Scorecard on the next page.

Student responses, while collected, are not included on the scorecard due to a smaller comparable national dataset.

Interpreting Ratings

The rating numbers for each question, based on a 1-5 scale, correspond to the following descriptions depending on the type of question participants answered.

1. **When participants were asked to rate *how informed they feel* on specific topics, they responded using the following scale:**
   - 5 = Extremely informed
   - 4 = Very informed
   - 3 = Moderately Informed
   - 2 = Slightly informed
   - 1 = Not at all informed
2. **When participants were asked to rate *their level of agreement with* specific statements, they responded using the following scale:**
   - 5 = Strongly agree
   - 4 = Agree
   - 3 = Undecided
   - 2 = Disagree
   - 1 = Strongly disagree
3. **When participants were asked to provide ratings about their *perceptions of the district and their overall satisfaction with communications,* they responded using the following scale:**
   - 5 = Excellent
   - 4 = Above average
   - 3 = Average
   - 2 = Below average
   - 1 = Very poor

Interpreting Score Differences

With SCOPE Survey responses presented on a 5-point scale, a district's average score for a question is the average of all points, or responses, received for that particular question.

When comparing a district's unique score with the national average score, the meaningfulness of the difference depends on the context of the question and its response options.

A difference of 0.5 between one score and another—for example, between 3.0 and 3.5–represents a 10 percent difference in the response range. If two scores fall within the same numerical range (3 in this example), they might both suggest the same general sentiment ("moderately informed"). However, if two scores fall into different numerical ranges, they indicate very different sentiments (e.g., 3 is "moderately informed" but 2.5 is "slightly informed").

SCOPE Scorecard

		Duluth	Natl. Avg.	Natl. High	Natl. Low
PARENTS	**General Perceptions**				
	Overall perception of the district	3.3	3.8	4.7	2.6
	Overall satisfaction with communication	3.4	3.8	4.6	3.1
	Level of feeling informed:				
	About district events (meetings, competitions, arts, productions, etc.)	3.1	3.4	4.1	2.5
	About crises/serious incidents	3.5	3.6	4.2	2.8
	About my student's progress in school	3.3	3.7	4.4	3.1
	About how I can support my student's learning	3.1	3.4	4.1	2.4
	Agreement with statements about communication:				
	Trustworthiness of communication from the district	3.6	3.8	4.5	3.1
	Trustworthiness of communication from my child's school.	3.8	4.1	4.5	3.4
EMPLOYEES	**General Perceptions**				
	Overall perception of the district	3.2	3.7	4.5	2.3
	Overall satisfaction with communication	3.3	3.6	4.3	2.6
	Level of feeling informed:				
	About crises/serious incidents	3.6	3.5	4.2	2.8
	About how I can support student achievement	3.8	3.7	4.4	3.0
	About how I can best represent the district as an ambassador	3.1	3.3	4.0	2.4
	About topics that make me feel valued as an employee	3.4	3.3	4.1	2.3
	Agreement with statements about communication:				
	Trustworthiness of communication from the district	3.5	3.7	4.3	2.7
	Trustworthiness of communication from my school/department	3.7	4.0	4.5	3.3
COMMUNITY	**General perceptions:**				
	Overall perception of the district	3.0	3.4	4.5	2.1
	Overall satisfaction with communication	2.8	3.2	4.3	2.0
	Level of feeling informed:				
	About student success/achievements	2.5	3.0	4.2	2.0
	About district finances	2.2	2.5	3.6	1.7
	About school safety	2.8	2.9	4.0	1.7
	Agreement with statements about communication:				
	Trustworthiness of communication from the district	3.1	3.4	4.3	2.2

National Benchmark: *Rubrics of Practice and Suggested Measures*

In 2011, the National School Public Relations Association (NSPRA) embarked on a major undertaking to create a benchmarking framework for school public relations practice that members can use to assess their programs. To accomplish this, NSPRA sought to identify the characteristics that define a district's communication program as "emerging," "established" or "exemplary" in seven critical function areas.

To date, rubrics have been completed for the following critical function areas:

- Comprehensive Professional Communication Program
- Internal Communications
- Parent/Family Communications
- Marketing/Branding Communications
- Crisis Communications
- Bond/Finance Election Plans and Campaigns
- Diverse, Equitable and Inclusive Communications

Benchmarking against the rubrics differs from other parts of the communication audit process in that it is not measuring and making recommendations based on survey results, what an auditor heard in focus groups and interviews, or discovered in district materials. Instead, **it addresses how ISD 709's communication program compares to national, benchmarked standards of excellence in school public relations.**

Benchmarked Areas

CFA 1: Comprehensive Professional Communication Program is the basis for all communications deployed from a school district and is rooted in the communications function residing at the executive management level. Communications are systematic, transparent, two-way and comprehensive. They align with and support the district's goals and objectives. Ultimately, the foster dialogue, collaboration, understanding, engagement and trust to support student achievement.

CFA 2: Internal Communications recognizes the invaluable role of all personnel as representatives of the district. It includes having a proactive program for providing staff with the skills, information and resources they need to effectively serve as ambassadors.

CFA 3: Parent/Family Communications recognizes the relationship between family involvement/engagement and student success. It includes a proactive communications program to keep parents/caregivers informed about and involved in their children's education with the ultimate goal of building collaboration and trust to support student learning.

CFA 4: Marketing/Branding Communications acknowledges that increased competition, declining resources, changing demographics, news media scrutiny and the importance of public perceptions are just a few of the reasons districts need an effective marketing program. Having a well-defined and authentically experienced brand promise as part of the marketing strategy helps position a district in the community and supports the district vision.

CFA 5: Crisis Communications demonstrates that no better opportunity exists for districts to show the effectiveness of their leadership and communication than during a crisis. All eyes attention are focused on how a district handles and responds to crises at hand.

CFA 6: Bond/Finance Election Plans and Campaigns addresses specific instances in which districts must receive voter approval before spending the district's existing funds and/or levying a tax to raise funds for specific purposes. Before residents vote, there are foundational steps for building informed consent through communications on a district's operating budget, capital project proposal, millage increase or other bond/finance election campaign.

CFA 7: Diverse, Equitable and Inclusive Communications recognizes that implementing effective, equitable communications and engagement strategies—for daily communication efforts as well as for formal diversity, equity and inclusion initiatives—creates a respectful, inclusive culture that encourages individuals to share their thoughts and experiences without fear of backlash.

Benchmarking Scale

As noted previously, each benchmarked area is assessed on a progressive scale:

- **Emerging.** The program is in the early stages of development and largely responsive to immediate needs or problems, with minimal proactive planning. Goals, if articulated, are loosely defined with minimal alignment with district goals and objectives.
- **Established.** The program includes a series of defined approaches based on some research. Strategies, tactics and goals are defined. The program aligns with district goals and objectives. Some evaluation may occur.
- **Exemplary.** The program is conducted according to an articulated plan following the four-step strategic public relations planning process, a model of communications known by the acronym RPIE (Research, Plan, Implement, Evaluate). The program is aligned with and integrated into district strategic plans. It is supported through policy, training and resources. Ongoing evaluation to improve progress is embedded into operations.

ISD 709 and the *Rubrics of Practice*

When considering ISD 709's communication program in light of this benchmarking scale and the essential program components of each benchmarked area, as detailed in the *Rubrics of Practice*, the auditor found the district to be **emerging** in its Comprehensive Professional Communication Program, Internal Communications and Bond/Finance Election Plans and Campaigns; and **established** in its Parent/Family Communications, Marketing/Branding Communications, Crisis Communications and Diverse, Equitable and Inclusive Communications.

The Recommendations in this report provide insight and advice that will help ISD 709's communication program continue to enhance its efforts in each benchmarked area. However, the Communications Officer can regularly use the *Rubrics of Practice* to make comparisons against national benchmarks. That might involve including self-assessment via the rubrics as an evaluation measure in the strategic communication plan, for example.

If the district would like to compare its program in greater detail, the 2023 edition of the *Rubrics of Practice and Suggested Measures* is available in the NSPRA Online Store at https://www.nspra.org/PR-Resources/Books-and-Publications-Online-Store/Product-Info/productcd/RUBRICS-2023.

Recommendations

The findings of this audit suggest ISD 709 is at an inflection point: Strong communication instincts and leadership intent are in place, but greater coordination, consistency and capacity are needed to achieve lasting impact. Recent leadership transitions at the Cabinet level have shaped both internal dynamics and community perceptions, making this an especially critical time to build systems that endure.

The audit identified meaningful strengths on which the district can build. The Communications Officer demonstrates sound strategic instincts and has already introduced thoughtful processes, documentation and planning tools despite operating as a one-person shop. District leaders expressed a shared desire to build on these efforts by systematizing communication practices and elevating the role of communication in expanding reach, strengthening understanding and earning community trust and support. The district also actively cultivates partnerships with local organizations to enhance programming and student support, providing an additional foundation to amplify impact.

At the same time, the audit revealed structural constraints that limit how far these efforts can realistically extend. The scope and pace of district communication demands leave limited room for proactive planning, coordination and follow-through, particularly during periods of heightened activity or crisis. While some refinements and new approaches may be achievable within existing structures, many of the opportunities identified in this audit depend on having sufficient professional capacity to consistently support and maintain the systems the district is seeking to build.

Finally, findings underscore the importance of shared responsibility paired with clearer coordination. Staff widely recognize that communication is part of everyone's role; however, internal communication practices are often shaped by individual preferences about timing, channels and level of detail rather than districtwide norms. Fully capitalizing on this shared responsibility will require clearer expectations, common standards and coordination so communication efforts reinforce one another and support the district's broader goal of building understanding, trust and confidence over time.

The following recommendations are listed in a suggested order of priority and are accompanied by action steps that provide tactical ideas for how these recommendations might be accomplished. However, the district may choose to address these recommendations through tactics other than those outlined here.

Some of these recommendations can be implemented immediately, and others may take several years. Generally speaking, a district should not try to address more than two to three recommendations each school year, while also continuing to deliver existing programs and services. This is a long-term effort, and new communication components will need to be introduced as budget, resources and staff capacity allow.

Summary of Recommendations

1. Align communication staffing and capacity with district expectations and stakeholder needs.

2. Develop and implement a strategic communication plan that includes measurable objectives focused on moving the district toward achieving its goals.

3. Strengthen internal communication systems to improve information flow and staff readiness.

4. Increase transparency around decision-making processes and the role of stakeholder input to build and sustain trust in district leadership.

5. Shift district communication toward more targeted, substantive and audience-centered content.

6. Streamline and clarify the district's communication ecosystem to reduce overload and improve access.

Recommendation 1:

Align communication staffing and capacity with district expectations and stakeholder needs.

The communication demands of ISD 709 and its stakeholders exceed the realistic capacity of a single, full-time district communications position. The district's size, operational complexity and highly engaged stakeholder environment require sustained attention to routine communications, strategic planning and crisis response—often simultaneously.

In interviews, the Communications Officer described a near-constant crisis environment, noting that the longest recent stretch without a crisis was approximately two weeks. The auditor found that routine communications, such as website updates and planned initiatives, often pause for days or weeks when high-stakes events arise. During the audit period alone, the Communications Officer managed communications related to a wildlife sighting on campus, a serious medical incident at a school and the local impacts of federal immigration enforcement activity, while also responding to media inquiries, issuing official statements, addressing community concerns, managing threatening messages and coordinating logistics for a visit from a sitting U.S. senator. As these urgent responsibilities accumulated, numerous routine and strategic projects were necessarily deferred.

This constant triage environment also limits the district's ability to move from reactive to proactive communication. Focus group participants consistently praised the Communications Officer's efforts and professionalism while also emphasizing that the current level of communication staffing constrains what the district can reasonably deliver or sustain over time.

Audit findings reinforce this concern. Employees reported fragmented information flow, inconsistent messaging and uncertainty about where to go for timely, accurate updates, challenges that are exacerbated when communication responsibilities are dispersed across departments without centralized coordination. As an employee observed, "We don't have a lot of people working in communication. So much is owned by a lot of different people." The resulting piecemeal approach places additional strain on the Communications Officer and has not produced consistently reliable outcomes.

ISD 709 leadership has taken steps to strengthen community engagement efforts, as demonstrated by recent investments in platforms such as ThoughtExchange, SchoolMint and ParentSquare. These tools reflect a meaningful commitment to expanding outreach and modernizing communication channels. However, technology alone cannot carry the work. Effective use requires strategic oversight, content development, coordination and consistent follow-through. Without sufficient staff capacity to manage, monitor and refine these efforts, even well-intentioned investments risk underperforming and limiting the district's ability to fully realize their value. For example, the Communications Officer recently had to intervene when two leaders planned to launch overlapping stakeholder feedback exchanges to avoid stakeholder confusion and message fatigue.

This capacity concern is not new. In 2021, prior to hiring the current Communications Officer, the district received a communications structure analysis outlining staffing options. The consultants' review noted that maintaining a single-position model would likely require narrowing the scope of work, describing the role's existing responsibilities as a "full plate." Alternatively, it recommended adding a second position to carry the existing scope of work and expand the function. Ultimately,

the district retained a single-position model without narrowing expectations. As a result, the gap between desired outcomes and available capacity persists.

While there is no national staffing standard for school communications, comparative data provide helpful context. Results from the 2024 NSPRA Membership Profile Survey (https://www.nspra.org/Membership/NSPRA-Member-Survey-Reports/2024-NSPRA-Membership-Profile-Survey-Results) indicate that ISD 709's staffing model is atypical for districts of similar size and budget:

- Among districts enrolling 5,000–9,999 students, 57% employ between two and seven communications staff, while 42% operate with a single staff member.
- 61% of one-person communication departments are found in districts enrolling fewer than 5,000 students.
- Just 11% of districts with annual budgets of more than $150 million rely on a single communications professional, while 86% employ between two and 15 communications staff members—and half employ at least five staff members.
- Only 9% of one-person communication departments serve districts with budgets of $150 million or more.
- Among districts with budgets of at least $150 million, 63% allocate more than $150,000 annually to communications. (The current-year budget for the Communications Office in ISD 709 is approximately $123,000.)
- Of districts that allocate $50,000–$149,000 annually to communications, 68% have total district budgets under $150 million, while just 17% have budgets of $150 million or more.

#1

Align communication staffing and capacity with district expectations and stakeholder needs.

Collectively, these comparisons show that ISD 709's communications staffing and investment are more typical of much smaller districts, highlighting the need for additional capacity to strengthen strategic goals and reduce risk, such as delayed time-sensitive updates, missed opportunities for engagement and temporary gaps during staff absences.

Action Step 1.1



Create a specialist position to support the work of the Communications Office.

To create meaningful additional capacity, the district should consider adding a specialist position focused on tactical communication execution. This role should support day-to-day content production and digital communications, allowing the Communications Officer to concentrate more on strategic communication planning, leadership advisement and high-stakes communications.

In many districts, communications or digital communications specialists handle responsibilities such as website content management, social media publishing, photography, video production and newsletter coordination. Adding this capacity would allow routine communication work to continue even when the Communications Officer is managing

major initiatives or responding to crises. It would also create opportunities to expand into more proactive and engaging tactics, such as increasing the use of video storytelling so the district's YouTube channel becomes a regularly updated resource rather than primarily a host for board meeting live streams. Notably, the Pew Research Center reported in 2025 that more U.S. adults (85%) use YouTube than any other social media platform.

Following is a potential division of responsibilities to consider:

Communications Officer

- Manages and directs department operations and budget
- Leads development and execution of the strategic communication plan
- Advises district leadership on communication implications of decisions
- Serves as primary district spokesperson and media contact
- Oversees high-stakes editorial content
- Leads crisis communication preparedness and response

Communications/Digital Communications Specialist

- Gathers news from schools and departments
- Prepares routine news releases and serves as backup media contact
- Coordinates district-level newsletters
- Supports website content development and maintenance
- Manages social media posting and monitoring
- Provides photography and basic video support for events and storytelling

Sample job descriptions and staffing models are available on NSPRA's website in the members-only Samples and Resources (Gold Mine) subsection on Staffing and Supporting Communications at https://www.nspra.org/PR-Resources/Samples-and-Resources-Gold-Mine/Staffing-and-Supporting-Communications.

Action Step 1.2



Formalize and strengthen a districtwide network of communications liaisons to improve coordination, consistency and adherence to district communication expectations.

To address inconsistent information flow and fragmented routine communications, ISD 709 should formalize and better coordinate existing school- and department-based communication leads. In many cases, responsibilities such as maintaining school webpages or contributing resources to the staff website are already embedded in job descriptions. With stipends for school-based web updates being eliminated, the district should identify an individual at each school whose existing responsibilities naturally align with maintaining basic announcements and event updates. Collectively, these individuals represent a natural foundation for a districtwide liaison network that works in partnership with the Communications Office.

At present, schools and departments manage communications independently, using different tools, timelines and approaches. This decentralized model has contributed to uneven practices, information gaps and uncertainty about where staff and families should look for accurate, up-to-date information. By formally recognizing and convening these individuals

as a coordinated network, the district can align expectations and practices over time while still honoring site-level differences in need and capacity.

With training, guidance and ongoing support from the Communications Office, liaisons would serve as consistent points of contact within their school or department. They would help implement district standards, elevate local needs and manage routine communication tasks that cannot realistically sit solely within the Communications Office.

Responsibilities for liaisons may include:

- Coordinating timely submission of schedule, event and operational updates
- Maintaining accurate web calendars and core web pages for their school or department (See Action Step 6.3)
- Supporting consistent use of district communication tools and features to improve readability and usability (e.g., effective formatting of school e-newsletters as described in Action Step 6.5)
- Coordinating collection of department or school information for publication or submission to the Communications Office, based on district-defined workflows (See Action Step 3.4)
- Serving as a point person or "champion" for their school's or department's section of the staff intranet (See Action Step 3.3)

This model creates a practical bridge between districtwide communication expectations and school- and department-level execution. The Communications Office—perhaps the specialist position—would support this network by providing training, templates, timelines and best-practice guidance, helping liaisons understand not only how to share information, but what information is most important to share, when it should be communicated and where it should live.

Over time, it positions the district to reduce redundancy, increase consistency and make more intentional decisions about communication channels, while improving staff confidence that routine information is accurate, current and easy to access.

To be effective, this school/department liaison role should typically be assigned to a staff member who is closely connected to day-to-day operations and routine communications and who has the capacity to participate consistently, rather than a senior leader whose responsibilities may limit availability.

Find insights into elements of an effective liaison network in this guidance document from Alexandria City (Va.) Public Schools: https://nspra.co/4aE0MMm.

Action Step 1.3

Expand storytelling capacity through high-quality, student-generated content.

In addition to staffing and structural solutions, ISD 709 can expand storytelling capacity by strategically leveraging student-generated content and, in doing so, elevate authentic student voice. As published in the 2025 NSPRA research report *Elevating Student Voice in School Communications: A Data-Informed Look at Emerging Practices in School PR*, approximately half of districts currently share student stories in students' own words, and among those that evaluate engagement, 61% report higher engagement with student-led content than with staff-created content.

Given current capacity constraints, this approach should focus on practical, well-defined contributions that support routine communication needs, particularly social media storytelling and basic content production, rather than creating a full-fledged student program. Under appropriate supervision, students

can learn valuable skills while assisting with capturing photos and short videos at school events, drafting captions or short features and completing routine communications tasks that free staff time for higher-stakes work.

Two scalable models may be most appropriate:

- **Supervised student support for social media storytelling.** Interested students with skills in photography, video or writing could contribute content on an as-needed basis, coordinated through building administrators or teachers. Students should receive basic guidance on style, ethics and permissions, with final editorial decisions remaining with the Communications Officer.
- **A limited student communication internship.** One or a few high school students could serve as unpaid interns providing supervised assistance with routine communications tasks such as drafting articles, updating website pages and supporting social media content creation. Internships should emphasize skill development while maintaining realistic expectations for staff supervision.

NSPRA's report on student voice (available at https://nspra.informz.net/NSPRA/pages/Student_Voice_Report) outlines considerations and best practices for incorporating student work into district communications.

Members also have access to NSPRA Plus (https://plus.nspra.org), NSPRA's first-of-its-kind on-demand learning library for school communicators. Searching "student voice" on the platform returns several webinars that offer considerations and examples for how student storytelling has been implemented in practice.

When exploring the possibility of a limited internship or student storytelling initiative, it is important to note that ensuring student-generated content meets district standards, board policies and legal requirements requires staff oversight. Involving a supervising teacher—such as one connected to a relevant career education pathway—is recommended unless Communications Office staffing is expanded.

Recommendation 2:

Develop and implement a strategic communication plan that includes measurable objectives focused on moving the district toward achieving its goals.

The day-to-day demands of a busy school district—particularly in a one-person communications office—can easily crowd out time for planning and evaluation. As noted in Recommendation 1, capacity constraints have required the Communications Officer to prioritize immediate needs over longer-term planning. When this happens, communications tend to become reactive, with significant effort spent responding to urgent requests rather than advancing clear priorities, reinforcing key messages or intentionally engaging stakeholders.

The Communications Officer demonstrates strong strategic thinking and consistently considers long-term goals and potential outcomes. However, the pace and volume of daily responsibilities limit the time available to translate that strategic insight into a formal, measurable plan. Without protected time for planning, alignment and evaluation, communications risk producing high output without a shared framework to guide decisions about audiences, messages and timing.

Feedback from the SCOPE Survey and focus groups suggests that ISD 709 is experiencing these challenges. Stakeholders described reactive communication, initiative churn and inconsistent messaging, along with perceptions that the district is not sufficiently transparent about important issues or decisions. Even if these perceptions are not accurate, they represent a public relations challenge that must be addressed. In requesting this audit, district leadership and the Communications Officer acknowledged that too much communication is starting from scratch rather than building on a shared strategic foundation.

Without a clear framework to guide decisions about audiences, messages and timing, communication can become overwhelmed by volume and urgency, resulting in significant activity without clear purpose. As a result, opportunities are missed for proactive outreach that strengthens the district's brand, supports educational goals and builds trust over time. In the absence of a strategic communication plan, districts also risk losing control of their story—allowing outdated or incomplete perceptions to persist and shape public understanding, even as conditions, leadership and priorities evolve.

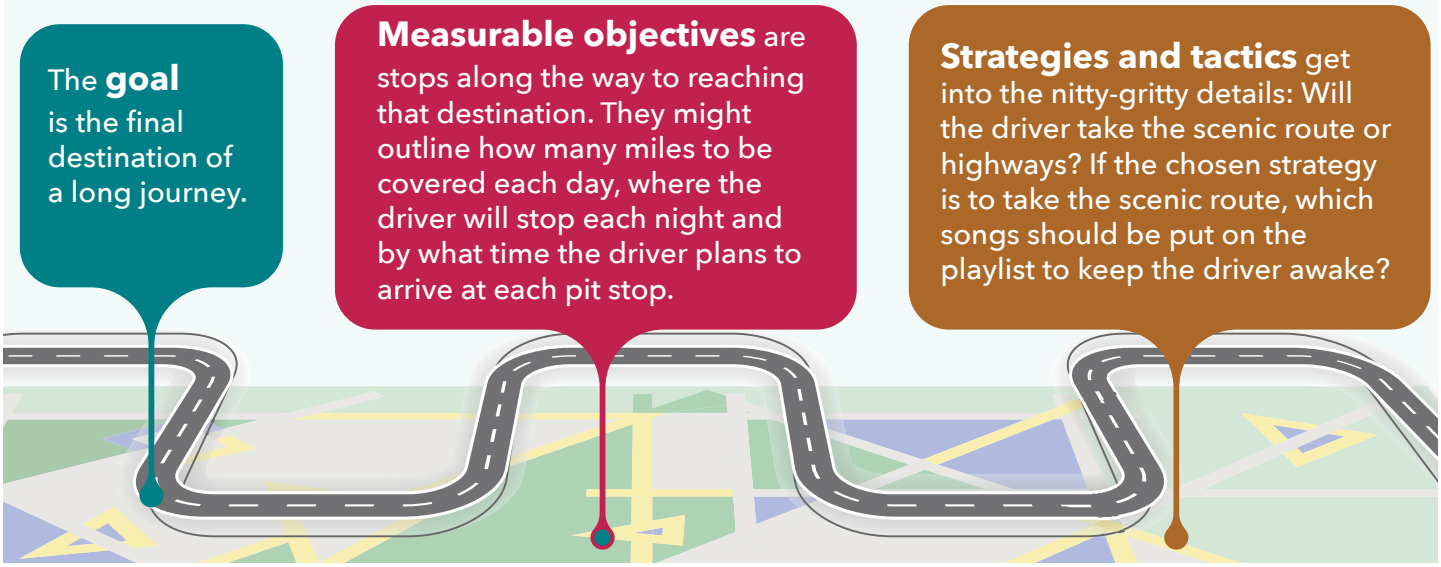
With the addition of the recommended specialist position, ISD 709 will have an opportunity not only to increase output but to better delineate and coordinate responsibilities. A formal, written strategic communication plan should clarify key audiences, core messages, measurable objectives and roles, outlining how the Communications Officer and the recommended specialist position will collaborate to maximize impact. This structure will help ensure that expanded capacity translates into greater focus, consistency and effectiveness rather than simply more activity.

To align with both current and future capacity, the strategic communication plan should also explicitly identify which communication activities are priorities—and which are not. Establishing clear criteria for when the Communications Office will lead, support or decline requests will help prevent overload and reduce the cycle of reactive work that stakeholders described.

The following action steps are designed to help ISD 709 embed strategic communications into its daily work, shift from reactive to proactive practices and strengthen stakeholder confidence and trust.

Get on the Road to Achieving Communication Goals

It can be challenging to distinguish between goals, objectives, strategies and tactics in part because some industries use the words interchangeably. For their use within the field of school communications, an analogy that can be helpful is to think of the terms in the context of traveling to a desired destination.



Action Step 2.1

Follow the four-step strategic public relations planning process.

Developing a strategic communication plan helps to maximize the number of stakeholders who are receiving information while also impacting their attitudes and actions. In school communications today, the most effective plans focus on engaging stakeholders with key messages, as well as informing them, because simply generating more communications does not guarantee understanding.

There are a variety of styles for writing a formal communication plan, but following the four-step strategic communication planning process of research, plan, implement, evaluate (known as RPIE) has proven successful for many school districts and is a best practice for accredited public relations practitioners. In addition to goals and objectives, the plan should include specific strategies, target audiences, key messages, timelines, staff responsibilities, desired outcomes and specific evaluation criteria for each initiative. Making time to create such a plan will provide a "road map" (illustrated above) to increase the efficiency and effectiveness of all district communications.

Research

Research and analyze the situations facing the district, including stakeholders' needs and wants as identified through this report. When writing the plan, summarize any relevant, top-line findings from that research in a few paragraphs at the beginning of the plan. This NSPRA Communication Audit Report, including the SCOPE Survey data, will be an excellent starting point, providing a deeper understanding of communication sources, preferences and perceptions than the district had prior to conducting the audit.

NSPRA regularly issues research papers on hot topics in school communications, but following are some additional data sources worth researching when creating a strategic communication plan:

- **Reports specific to the school system:** Enrollment, student poverty, tax base growth/decline, school climate survey results, analytics for current communication tools, state school report cards, school ratings by news media and specialized websites, etc.
- **Local community demographics:** National Center for Education Statistics (https://nces.ed.gov/), the U.S. Census Bureau (https://data.census.gov/) and local county/city/town websites.
- **National public opinion on schools:** PDK Poll of the Public's Attitudes Toward Public Schools (https://pdkpoll.org/), Gallup polls on education (https://www.gallup.com/topic/category-education.aspx) and EdChoice Schooling in America Poll (https://www.edchoice.org/schooling-in-america-survey-dashboard/).
- **Global communication trends:** Pew Research Center (https://www.pewresearch.org/) and Gallup Workplace Insights (https://www.gallup.com/topic/workplace.aspx).

As part of the research phase, identify all communication, public relations, marketing and engagement activities currently happening in ISD 709. The materials gathered and provided to the auditor for this audit report are an excellent starting point. Include ongoing communication activities and tactics, such as managing website content, district e-newsletters, building e-newsletters, social media postings, parent and staff emergency notifications, news releases, crisis communication, etc. Be sure to also include any regular staff efforts to build relationships with internal and external stakeholders: parent conferences, advisory groups, business partnerships, open house programs, news media relations, participation in community organizations, etc.

The compilation of this research will provide an accurate picture of how communication is currently integrated into district and school operations. It also will provide a realistic look at the scope of responsibilities related to the communications function and help determine where (and if) they fit into the overall plan.

#2

Develop and implement a strategic communication plan that includes measurable objectives focused on moving the district toward achieving its goals.

Plan

Planning is the foundation of the RPIE process. This may be the heavy-lifting phase of creating a communication plan, but completing the following steps will help keep communications staff and district leaders aligned on department priorities throughout the year:

- **Set measurable objectives:** Start the planning phase by outlining your big picture goal (a future ideal state of being relevant to ISD 709 and achievable through communications), and then break that down into shorter-term measurable objectives that focus on the changes you want to see in awareness/knowledge,

opinions/perceptions and behaviors among your key audiences. Think of objectives as the desired outcomes, stated in a way that can be measured later. Objectives should be SMART (specific, measurable, achievable, relevant and time-bound). For example, a measurable objective for ISD 709 might be:

- ***Objective:*** By the end of the 2026-27 school year, at least 60% of all stakeholder groups will say they are moderately to extremely informed about the district's finances.

- **Identify stakeholder groups:** Stakeholder groups, or target audiences, are the individuals who are interested in and/or impacted by the district and its initiatives. A strategic communication plan often has a unique set of strategies, tactics and key messages for each stakeholder group. While it may not be necessary to include all of these potential audiences, some common stakeholders for districts include:
  - Parents broken down by grade levels or another identifier such as "active/involved" or "non-English-speaking"
  - Employees, sub-grouped into teachers, principals, operational support staff, instructional support staff, directors, department heads, etc.
  - Business and community partners, including civic and faith community leaders, vendors/boosters, scholarship providers, real estate agents and others active in the school community
  - Non-parents, including empty nesters, retirees and community members without children in schools
  - Students, such as seniors or those participating in student government
  - Elected officials
  - Media representatives

  To deepen audience understanding, consider developing simple stakeholder personas—fictional, representative profiles based on real stakeholder types. These personas can help clarify communication needs, emotional triggers and preferred channels. For example, a "busy parent" persona might rely heavily on mobile-friendly updates and quick visuals, while a "support staff" persona might prefer consistent updates via printed materials or supervisor reminders. Using personas encourages empathy and can help ensure communication is truly designed with the audience in mind.

- **Determine strategies for each objective:** Strategies describe broad approaches to how you will achieve your objectives, while tactics specify the particular elements (e.g., tools, activities) that will be used to implement each strategy. Distinguishing between strategies and tactics and organizing them under the measurable objectives will make the plan easier to implement and evaluate for effectiveness. Example strategies for the prior example objective might be:
  - ***Strategy:*** Make easy-to-understand, contextual financial information available via multiple communication channels.
  - ***Strategy:*** Tell the district's financial story through student programs and opportunities to demonstrate how community investment translates into meaningful outcomes for students.

- **Create key messages for each audience:** For each target audience, determine what that stakeholder group should come away knowing, doing or believing because of the communications, and use that information to build targeted key messages. People's attention spans and time are limited, so messages that are

short, narrowly focused and repeated consistently have a better chance of being noticed and absorbed. For the strategies in the prior bullet, following are example key messages:

- ***Key message:*** To respect our community's investment in their local schools, the district is committed to ensuring that our financial information is easily accessible and understandable.
- ***Key message:*** District funding supports student programs and opportunities that directly benefit students and prepare them for their future in a global community.

- **Determine tools and tactics:** For each strategy and stakeholder group, identify the most effective tactics and tools for communication deployment. Sample tactics for the previously shared example strategies might be:
  - ***Tactic:*** Design an infographic that illustrates the budget story and post it prominently on the website and in all district publications.
  - ***Tactic:*** Create a short video explaining the budget and how it is developed.
  - ***Tactic:*** Develop a recurring "Your Investment at Work" feature across district channels that highlights a specific student program or learning opportunity and explains, in plain language, how district funding supports it and the impact on students.

  Be sure to consider the target audience when selecting communication tactics; for example, if school staff meetings don't include all employees, consider sharing the information in the employee newsletter or inviting all staff directly.

  Assess any resources that may need to be acquired or budgetary funds that may need to be allocated. Example expenditures in a year-round communication plan include digital equipment, communication software, service subscriptions, office supplies, publication printing, advertising (print and digital), contracted translation services and professional development.

  Consider the needs of families whose primary language is other than English. The district already uses web and newsletter platforms with built-in translation capabilities and contracts with a professional language translation service to support student-specific family needs, such as providing an interpreter for school meetings with a parent. To increase equitable access to information, consider also using this service to translate public-facing documents and publications intended for diverse community audiences.

  A good rule of thumb is to offer translations if 10% or more of the population living in an area speaks the same non-English language. (This aligns with the federal threshold for translations related to the healthcare industry.)

- **Set timelines:** To ensure effective and efficient delivery of information, create timelines that include starting dates for actions to be taken, dates for objectives to be reached and dates for evaluation. Formal evaluation will come at the end of implementation, but the plan should also identify key times to assess progress during the implementation phase to see if modifications are necessary.

- **Assign responsibility:** For each tactic, determine who will be responsible for deployment. Keep in mind that responsibility for communication is not solely the responsibility of the Communications Office; other district and

school staff may need designated roles to reach communication goals. In ISD 709, where directors and principals often serve as both decision-makers and frontline communicators, the plan should spell out when and how leaders at each level are expected to communicate decisions and what support they can expect from the Communications Office. It should also clarify when engaging the Family and Community Engagement Specialist is appropriate.

As ISD 709 works through the planning process, ensure that the following questions are addressed for every major initiative the district undertakes:

- Who needs to know?
- What do they need to know?
- Why do they need to know?
- When do they need to know?
- How are we going to tell them?
- What do we want them to do with the information they receive?
- How will we track and measure what they have learned and done as a result of our communication efforts? How will we measure success?

Implement

As part of the communication planning process, implementation focuses on who will do what, when, where and how in relation to the strategies and tactics identified during the previous planning stage. Once a plan is developed and ready to roll out, though, implementation is when communicators take action on the plan.

Planning for Communication Equity

Equity in school communications means ensuring that all key stakeholders—regardless of language, role, ability or access to technology—can receive, understand and act on school or district information that is relevant to them.

As part of its planning process, the Communications Office could develop and adopt a communication equity checklist to assess each message or initiative before deployment. This includes reviewing whether materials are translated when appropriate, available in accessible formats and distributed across platforms that reach both digital and off-line audiences

Evaluate

When creating the strategic communication plan, identify evaluative measures to be used later to determine success in achieving the stated goals and objectives. Those evaluative measures might take the form of survey responses, participation numbers, election results, user analytics, etc. This data can inform future updates to the communication plan.

As work begins to develop the strategic communication plan:

- Visit NSPRA Plus at https://plus.nspra.org/ to watch the webinar "A (Not-So) Secret Recipe for an RPIE Strategic Communication Plan," presented by an award-winning and accredited school communicator.
- Visit the Strategic Communication Plans section of NSPRA's Gold Mine at https://www.nspra.org/PR-Resources/Samples-and-Resources-Gold-Mine/Strategic-Communication-Plans to find strategic

communication plan templates, including one for use with an audit report.

- Review these NSPRA Gold Medallion Award-winning strategic communication plans for reference and inspiration:
  - **Alexandria City (Va.) Public Schools** – https://resources.finalsite.net/images/v1675894676/acpsk12vaus/k7wz2y76pwuxfu1fuj78/ACPSStrategicCommunications%20andCommunityEngagementPlan.pdf
  - **Shelby County (Al.) Schools** – https://nspra.co/4rGJLJ3
  - **Rockwood (Mo.) School District** – https://www.rsdmo.org/departments/communications/comprehensive-communications-plan

Action Step 2.2

Include proactive issues management as a component of communication planning.

A deliberate effort to understand and foresee community sentiment around potentially controversial topics can help build understanding and support for key initiatives by allowing the district to explain proactively before controversy breaks down trust.

Issues management creates the ability to anticipate and prepare for a potential crisis before it occurs by monitoring trends. It is a proactive exercise in which communicators listen carefully and help shape the outcomes instead of waiting to react after an issue has erupted into a crisis. This means consistently including the Communications Officer in high-level leadership meetings to identify communication opportunities that might otherwise be overlooked. While this inclusion occurs at times, it should become an automatic, early step in the process.

Proactive issues management is an integral part of any well-planned, strategic communications program. It not only helps school systems avoid crises, but it also helps build trust and goodwill by demonstrating awareness of and concern for stakeholders' priorities.

As demonstrated in the previous examples for objectives, strategies and tactics, consider adding an objective related to issues management to the strategic communication plan. By proactively addressing issues on the horizon and equipping district, department and school leaders with talking points to start the conversation, the district can frame the conversation about itself on its own terms rather than allowing others to do so first.

Action Step 2.3

Focus strategies on increasing stakeholder understanding and engagement.



During focus group discussions, many parents noted feeling overwhelmed by the volume of communications they sift through daily, including often lengthy e-newsletters. For some, this led to missing important messages.

As the Communications Officer plans her work and as other leaders consider their communications to internal and external audiences, focus on achieving desired outcomes with these stakeholders rather than on delivering more information. While stakeholders often need to see a message multiple times before they act on it, a greater volume of communications does not necessarily translate to stakeholder action when that volume is seen as overwhelming, distracting or unfocused. When key messages need to be delivered, start with the audience in mind and consider the following:

- What does the intended audience want and need to know?
- What is their current level of understanding?
- What do they need to do with the information?

Prioritize using tools for communication that have been shown to secure the greatest level of stakeholder engagement. A communication tactic should be used because it is the best tool for the job, not just because it is available. To guide this effort, use data from the Key Findings on which communication tools are most effective in reaching different audiences.

Action Step 2.4

Include crisis communications as a component of strategic communication planning.

Formal crisis communication planning is a hallmark of highly effective school communication programs. As part of its strategic communication planning efforts, the district should consider incorporating a dedicated crisis communication component within the overall plan or developing a separate, robust crisis communication plan that complements the district's broader crisis management protocols.

SCOPE Survey results indicate that stakeholders feel more informed about school safety issues than about many other district topics, reflecting the district's efforts to communicate during and following school incidents. However, interviews and focus groups surfaced some confusion about communication roles during crises, particularly the division of responsibilities between the Communications Office and school-level staff.

To prepare this report, the auditor reviewed a draft Crisis Communication Handbook that already includes several strong foundational elements, such as guiding principles, a matrix outlining communication channels for different types of incidents, and draft message templates and scripts. The document remains unfinished, however, largely due to capacity constraints typical of a one-person communications office.

Notably absent are clear decision-making and approval protocols, role delineation and expectations for who drafts, reviews, approves and disseminates messages, and guidance on when and how others should be consulted to inform messaging. These are precisely the elements that benefit most from intentional planning and shared agreement and understanding in advance of a crisis. For these reasons, the district should consider formalizing and completing this work through the strategic communication plan and/or by strengthening the communications components of the district's crisis response plan.

The plan should also expand upon the varied communication demands of different types of crises, ranging from urgent, short-term incidents (e.g., a bomb threat or intruder) to longer-term events with sustained impacts (e.g., severe weather, natural disasters or cyberattacks). Clear protocols for communicating with parents and families are especially important, including guidance on how to explain delays or limits on information sharing when privacy concerns or emergency response priorities require restraint.

Be sure to explore these elements when completing the crisis communication plan to facilitate quicker and more streamlined dissemination of information:

- **Assign specific crisis communication responsibilities.** Clearly define communication responsibilities at both the district and building levels and outline the expected sequence and flow of information. Doing so allows

administrators and educators to focus on managing the crisis itself, while ensuring the Communications Officer can focus on timely, accurate information sharing or activate a clear process for delegating tasks when appropriate.

The district's Initial Incident Notification Expectation flow chart provides a strong foundation by clarifying the initial contact chain and sequence; however, expanding this guidance to address communication roles and responsibilities beyond the initial notification would ensure greater clarity for all involved throughout the duration of a crisis.

The organizational structure of an emergency response team may vary depending on the type of crisis, but team members should still be designated to take charge of specific communication responsibilities, including:

- Leadership advisement
- Internal communication
- External communication
- News media relations
- Communication command center operations
- Electronic communications (website and social media posts and monitoring)
- Research and media monitoring
- Donations and volunteer management
- Special events (e.g., memorial services)

While the Communications Office should take the lead in many of these areas, assistance from other departments may be needed in a crisis situation. Make it clear within the organization where responsibility lies for each of the above areas of communication and who will act as backup in the event of a crisis.

- **Expand the definition of affected stakeholders:** Beyond those enrolled or working at a specific location, when a crisis happens at a school, the impact often goes beyond that one location. In focus groups, participants shared that they sometimes heard about incidents at other schools through the grapevine or local media rather than directly from the district. Keep in mind that multiple situations make an incident at one location a concern for many across the district: Students in a single family may attend multiple schools, relatives may work in other schools and staff may travel from one school to another.

  Early, proactive and broad communication to staff, parents and community members during a crisis reduces the void that others may fill with erroneous information. Following are ways to expand who can access crisis information without overwhelming the email boxes of those who are less directly affected and potentially less interested in the crisis:

  - Develop and promote a crisis alert list that people can sign up for to receive school crisis information. When a school-specific crisis occurs, send targeted communications to directly affected staff and families, and send an email to the crisis alert list instead of the entire district.
  - Develop and promote a crisis alert webpage that is activated only during a crisis. Maintain the same URL for consistency. Let people know where they can find the latest updates on active or recent school crises. Share the link via social media for direct access to updates.

- **Set expectations for staff communications:** Staff members can be important information ambassadors during a crisis. Employees should be

updated and, if possible, they should hear what is happening before messages are sent to parents and the community. People will expect that they know what is happening. Uninformed employees will eat away at the community's confidence and trust in the school's response.

While all crises are unique, and therefore will be responded to differently, a carefully crafted and frequently updated crisis communication plan would build on the Communications Officer's work to date, reduce uncertainty during high-pressure situations and establish consistent expectations around roles, responsibilities and timing. Over time, this clarity helps position the district as a credible and reliable source of information when tensions are high and trust matters most.

NSPRA provides extensive resources to support crisis communication planning in the Crisis, Health, and Safety Communications section of its Gold Mine (https://www.nspra.org/PR-Resources/Samples-and-Resources-Gold-Mine/Crisis-and-Safety-Communications). Resources include an award-winning crisis communication plan, templates and samples for use during crisis events and examples of how to share safety information on websites.

NSPRA Plus (https://plus.nspra.org) also features hundreds of webinars and workshops on topics such as crisis communications, strategic planning and stakeholder engagement, offering practical guidance to support the district's communication plan and other recommendations in this report.

Action Step 2.5

Review the communication plan with administrators.



Responsibility for the daily exchange of information extends beyond the official work of the Communications Officer, so it is important to clarify and delineate communication roles, responsibilities and the expected flow of information for administrators, who also serve as communicators in their leadership roles.

The auditor recommends that the Communications Officer review the strategic communication plan with administrators—including directors, program managers, coordinators and school-level leaders—to familiarize them with and engage them in understanding, supporting and endorsing the communication strategies.

Periodically, the Communications Officer should also use part of leadership meetings to review progress toward meeting the measurable objectives of the plan. This will keep communications staff energized on impactful communications work and help administrators understand why the Communications Office may sometimes have to decline new projects or ideas that are less aligned with the plan and/or beyond current capacity.

Action Step 2.6

Provide regular updates on the communication plan to the school board.

When the strategic communication plan is finalized—and following annual updates—consider having the Communications Officer discuss it at a school board meeting. Highlight the plan's major components and, later, the progress made toward achieving the objectives. This helps school board members stay informed about communication strategies and activities and their alignment with district goals. It also reinforces transparency and signals publicly the district's commitment to communication with its stakeholders.

Recommendation 3:

Strengthen internal communication systems to improve information flow and staff readiness.

Feedback from ISD 709 employees in focus groups and on the SCOPE Survey revealed persistent challenges with the flow of information across the district. Employees described receiving messages from multiple departments and levels, at varying times and levels of detail, with no single, trusted source they could rely on for current and accurate information. As one employee noted, "I'd love a resource explaining whom to contact for specific needs. Right now I ask the person who's worked here the longest." Another shared, "I often go to the news to look things up because I hear something happened but don't receive internal updates."

These inconsistencies contribute to frustration, information overload and a lack of confidence among staff in knowing what they are expected to understand, share or act upon. They also undermine employees' ability to serve as effective communicators with families and the broader community, a critical role in a district where staff are trusted sources of information.

Clear internal communication systems are especially important during periods of leadership transition or organizational change, when staff rely more heavily on consistent processes than informal norms or institutional memory.

Maintaining a districtwide culture of communication that prioritizes clarity, consistency and timeliness in internal communications is foundational to improving external engagement. When employees trust that they will receive accurate information, understand decision-making context and know where to go for answers, they are better equipped to support district initiatives, reinforce key messages and contribute to a more informed and confident community.

Action Step 3.1

Consistently take an employees-first approach to disseminating information.



Timeliness, context and message consistency are critical to developing an effective internal communication program. When employees feel they are "the last to know" or learn about district issues first through non-district channels (e.g., news media, parent conversations), they feel less valued and are less prepared to serve as district and school ambassadors.

Highly effective communication programs, by contrast, prioritize ensuring that staff receive timely, accurate information. By recognizing the important role employees play as communicators and supporting them in that role with targeted messages and updates, the district can expand its communication outreach while building trust and credibility both internally and externally.

Following are suggestions for maintaining an employees-first communication process:

- **Communicate key messages internally first:** Make timely communication to staff a high priority. Employees are frontline communicators and should receive important information, particularly about issues that affect their jobs and workplaces, before the media and families whenever possible. Allow sufficient time for employees to receive and read the information before public distribution, and schedule communications for times

where most staff are likely to have access to email.

- **Include administrative assistants and office managers in the communication loop:** Particularly during crisis situations, these employees become a trusted source of information because of their frequent interactions with staff. As the first point of contact for many employees, parents and visitors, they can influence communication flow and the climate of a building as much as a principal or department administrator.
- **Use the most effective vehicles, based on the urgency of the message:** Key Findings data on employee communication preferences and the urgency of the message should guide channel selection. Regular meetings and email are appropriate for ongoing or upcoming issues, while text notifications may be more appropriate for urgent announcements.
- **Share information in staff settings that allow for questions and discussion:** Unless employees understand the rationale behind an issue or decision, it is difficult for them to become advocates. Complex topics, such as policy changes or program adjustments, are often better communicated in staff meetings where questions can be asked and answered for an entire group at the same time.

Action Step 3.2

Establish and follow a consistent process for how key information is shared with staff.

Clear, consistent internal communication processes help reduce confusion, improve message clarity and ensure that important information moves efficiently through the organization. Focus group participants described wide variation in how information is shared depending on location and supervisor, differences that directly affect staff understanding and, ultimately, communication with families and the community.

#3

Strengthen internal communication systems to improve information flow and staff readiness.

In their 2023 book, *Writing for Busy Readers: Communicate More Effectively in the Real World*, Harvard researchers found that every time a reader encounters written content—including emails, texts and articles—they go through a four-step decision-making process:

1. Deciding whether to engage with the written content
2. If they decide to engage, deciding whether to engage now or later
3. Deciding how much time and attention to allocate to reading the content
4. Deciding whether to respond or react to the content

That's a lot of decisions for each email that comes through, and it reinforces the need for stronger signaling and structure in internal messages so staff can quickly understand the purpose of the message, whether it applies to them and whether action or sharing is expected. Research on communication for busy readers reinforces that when ISD 709 employees open a message, they are rapidly

deciding whether to engage, when to engage and how much attention to give—making clarity and prioritization essential, not optional.

Using consistent message structure—including brief summaries, clear headings, bulleted information and explicit calls to action—reduces cognitive load and improves message retention, particularly for staff managing high volumes of communication. Simple design standards, such as consistent headers, spacing and emphasis, further support clarity and help employees quickly identify priority information. Structure is not bureaucracy, but instead, is a tool for efficiency and understanding.

To support this approach, internal messages should use subject lines that clearly identify both the topic and intended audience (e.g., "Calendar Changes for Elementary Staff" rather than "Newsflash" or "Update from Administration"). Messages should also begin with a brief summary of key points before expanding on details, allowing readers to grasp the essentials even if they have limited time to review the message.

While the Communications Officer can support consistency by working with senior leadership to clarify internal communication processes and preferred channels, improving internal communication practices is not solely the responsibility of communications staff.

Audit findings and focus group feedback suggest that communication habits vary across departments and schools, underscoring the need for shared expectations and leadership modeling at all levels. Consistent tone and language across internal messages will help staff feel confident sharing information externally and help reduce the risk of mixed, incomplete or inaccurate messaging during high-stakes situations. These outcomes are best achieved when expectations are embedded in clear, shared leader communication processes rather than left to individual interpretation.

Communication process guidance for leaders may include:

- **Defined roles and channels:** All district, department and school leaders should be able to articulate their communication roles and prioritize sharing relevant and time-sensitive information with their staff. Communication expectations should be developed, articulated in writing and discussed at meetings of district and school administrators so there is no question about the collaborative nature of communications.
- **Clear delineation of responsibilities:** Audit observations and survey data indicate that stakeholders do not believe that information consistently flows efficiently. A visual chart defining communication roles and responsibilities for administrators and departments (see example on page 79) can help address this.
- **Use of meeting-level communication cues:** Another simple way to reinforce communication expectations is to add checkboxes—"FYI," "To Be Shared," and "Confidential"—to meeting agenda items. The facilitator for each topic should clarify how attendees are expected to use the information. For items marked "To Be Shared," leaders should specify when, how and by whom the information will be communicated. By labeling agenda items this way, leaders reduce ambiguity, prevent unintentional information bottlenecks and help leaders understand when they are expected to amplify a message (see example on page 78).
- **Consistent development of talking points for all major initiatives:** A standardized process for developing and vetting talking points for leaders around major initiatives can ensure their staff receive consistent information, including context about decision making and anticipated impacts.

Example: Meeting-Level Communication Cues

Agenda Item / Topic	FYI	To Be Shared	Confidential	Sharing Responsibility
Budget development update		☑		Directors, assistant superintendent share with direct reports and ensure team-level follow-up; Communications Office prepares FAQ for newsletters, website
New director appointed	☑			Communication Office and HR handling announcement
Community partnership proposal			☑	For meeting discussion only until feasibility and MOU draft are reviewed
Enrollment marketing campaign	☑			Communication Office to launch and announce districtwide next month

The points can be drafted by those responsible for the issues, but they should then go through the Communications Office to check for ease of understanding and to coordinate distribution.

- **Clear timing expectations:** Setting expectations for the timing of communications will support more consistent practices across buildings and alleviate anxiety about when information can be expected. Following are types of expectations that should be considered:
  - Staff should receive important information at least 30 minutes before parents/caregivers and the community so that they can serve as front-line communicators and ambassadors for the schools and district.
  - Information employees need to know should be delivered at least 48 hours before they need to act on it.
  - Some staff have limited opportunities to check their work email and/or cell phone during the day while school is in session, so try to schedule communications to staff for when they are most likely to be able to read and respond to the information.
  - Consider also the timing of nonessential messages. Employees said the district often sends emails/newsletters on Sundays, when they want to spend time with family or not focus on their job. Scheduling those staff messages for Monday morning may result in higher readership.

At least annually, share the communication protocols with all administrators to help ensure future information is provided to staff in a timely fashion. Following are two examples of guides for administrators that set clear communication expectations. More can be found in NSPRA's Samples and Resources (Gold Mine) at https://www.nspra.org/PR-Resources/Samples-and-Resources-Gold-Mine/Training-Administrators-Board-Members-Staff.

- Administrators Guide to Communications and Public Relations, Brenham (Texas) Independent School – https://nspra.co/3OnlicK
- Communication Guide for School-Based Administrators, Collier County (Fla.) Public Schools – https://nspra.co/4rnNgne

Useful resources for strengthening communication practices are also available on

Example: Administrator Communication Roles Chart

Staff Position	Type of Information To Be Communicated	Communication Channel(s) Used
Communications Office	District-level updates on: • Routine matters that impact more than one school • Urgent matters that impact any school • Major district wide initiatives Staff and student stories that illustrate the district mission, vision and goals	District-level tools for internal and external audiences: • Emails • Automated messages • Text messages • Website • Print/digital newsletters • Social media • News releases to media • Paid ad placements Annual Report Tool kits for administrators
Superintendent + Board President	School Board decisions	Board meetings Email/phone/in-person responses to community members' inquiries Website (News & Announcements)
Superintendent's Executive Assistant	School Board meeting agendas School Board policy changes	School Board webpages
Chief Academic Officer	Academic/curriculum updates and changes	Curriculum webpage Emails to staff Administrative and staff meetings Community meetings District newsletter
Chief Business Official	Budget and finance updates	Business office/budget webpages Administrative and staff meetings Emails to staff Board meeting presentations Annual Report
Director of Facilities	Bond/capital project updates	Facilities project webpage Administrative and staff meetings Emails to staff Board meeting presentations Annual Report
Director of Human Resources	Employee benefits and resources Job openings Compensation-related items	HR webpages Emails to staff Administrative and staff meetings Board meetings
Principals	School-level updates on: • School-specific routine matters • School-specific urgent matters • Major district-wide initiatives (using tool kit provided)	School-level tools for internal and external audiences: • Emails • Automated messages • Text messages • Website • Print/digital newsletters • Social media

NSPRA Plus at https://plus.nspra.org, including the 2025 "Comm Camp for District and School Leaders" PR Power Hour recording.

Action Step 3.3

Develop a more robust, true staff intranet to provide targeted, up-to-date information to all employees.

Staff intranets can be a valuable internal communication tool when done well, particularly when they function as a must-visit destination that balances essential information with engaging, timely content.

ISD 709 currently maintains a staff-only website connected to its public site. The platform includes useful functionality as a document repository, with features that support consistency and accuracy such as document version control. However, SCOPE Survey data indicate that the current staff site is not functioning as the primary internal communications hub. Only 6% of employees identified it as a preferred method for receiving work-related information, and it was not mentioned in staff focus group discussions.

Instead, employees consistently described difficulty locating current and accurate information, noting that information "lives in too many places" and that "one department says one thing, and another says something else." These comments suggest that staff do not see the existing internal systems as providing a reliable, centralized source for district information.

Although email remains employees' preferred method for receiving information, reliance on mass email alone—particularly in a district with nearly 1,800 employees across varied roles and locations—limits the district's ability to effectively target messages or support later retrieval. Staff noted that communication is more effective when it is tailored to specific groups, explaining that "we do a better job when we can chunk into groups," rather than relying on mass communications that attempt to serve everyone at once. In addition, referring back to information shared via a staff e-newsletter can be difficult without remembering exactly which issue contained the original message.

A true staff intranet is not simply a password-protected website or document repository, but a secure, integrated platform that combines well-organized workplace resources with "news feed" features that highlight key district messages and reinforce internal culture. Effective intranets are typically permissions-based, allowing content to be targeted by role, department or location to support problem solving, reduce silos and increase engagement.

Based on audit findings, intranet features that ISD 709 could most benefit from include:

- **A dynamic, districtwide staff directory** linked to Human Resources systems for regular updates, providing a reliable way for employees to identify job titles, roles, locations and contact information and to stay informed about new hires
- **Department- and school-owned content areas** that allow staff closest to the work to add and update news, announcements and resources without relying on communications or technology staff
- **Ad-hoc collaborative team spaces** that connect employees to shared communications and resources regardless of physical location
- **Push-notification options** that alert employees via email when new or updated intranet content is posted

Dedicated intranet platforms such as ThoughtFarmer, Unily, Simpplr and similar tools are designed specifically to support role-based targeting, content governance and internal

engagement, capabilities that are difficult to replicate using basic document repositories or static internal websites. District leaders and the Communications Officer may also find value in reviewing these effective intranet models implemented by other organizations:

- The effort by Mutual of Omaha, outlined in the PRSA Silver Anvil Award Application "Taking Workplace Solutions to the Next Level Through Internal Communications," was undertaken to combat research showing that internal communication at this large employer was falling short in its effectiveness (https://www.prsa.org/conferences-and-awards/awards/search-silver-anvil-case-studies).
- The 2017 NSPRA Gold Medallion winning entry "BOCES Employee Resource Tool (BERT): Using a social intranet to increase employee engagement" describes Capital Region BOCES' successful effort to improve internal communications and staff collaboration—after many ill-fated attempts—by launching an intranet (https://nspra.co/4tHOw6o).

Action Step 3.4

Rethink the staff e-newsletter to better prioritize and curate internal information.



As the district works to strengthen its intranet as a centralized source for staff information, the staff newsletter can be refocused to emphasize clarity, prioritization and shared values rather than completeness.

Reviewing the structure and purpose of the staff newsletter can help reduce redundancy, improve readability and elevate the most important internal messages. Focus group feedback and survey comments indicate that newsletters containing too many unrelated items or duplicative updates contribute to information overload rather than clarity.

Rather than functioning as a comprehensive repository, the newsletter is most effective when designed as a curated gateway that highlights priority topics and directs employees to additional detail housed elsewhere, such as intranet or website pages, department resources or relevant family-facing communications. Information intended primarily for parents or the community can be summarized only as needed for staff context, helping to reduce duplication and keep staff-specific information front and center.

Consistency and message quality are best supported through a clear process for collecting, vetting and scheduling department contributions, with the goal of consolidating information into a single, well-coordinated staff newsletter rather than multiple department-specific publications.

For recurring or annual topics, a shared content calendar can guide planning, with a single, appropriate point person from each relevant department (not necessarily the most senior leader) responsible for submitting and maintaining information. Aligning this role with ownership of corresponding intranet or resource pages helps ensure accuracy and consistency across internal communication channels.

Regardless of the pace or scope of intranet improvements, a more intentional, curated approach to the staff newsletter strengthens internal communication by helping employees more easily identify priority information, shared values and expectations.

Find inspiration in some of the NSPRA Award of Excellence-winning internal newsletters available at https://www.nspra.org/Awards/Award-Winners/Publications-and-Digital-Media-Excellence-Winners-2025#newsletter.

Action Step 3.5

Establish baseline communication expectations and resources for new and existing employees.



While employees are often viewed as ambassadors for the district, focus group feedback and SCOPE Survey data indicate that many staff do not feel adequately informed or prepared to represent the district in conversations with families or the community. Rather than creating a formal ambassador program, ISD 709 can focus on providing all employees with clear, foundational information about how district communications work and where to find accurate information.

Collaborating with Human Resources to incorporate a concise communication orientation component into onboarding for new employees and periodically refreshing this information for existing staff supports clarity without adding significant workload for a one-person communications department.

Core elements may include:

- An overview of official communication channels and platforms, their purpose and available training opportunities
- A link to the expanded staff directory on the intranet
- Where to find accurate information on district initiatives or emerging issues, including the district's strategic plan
- Basic expectations for sharing information and responding to questions
- Media relations and social media guidelines
- How and when to notify the Communications Office of newsworthy activities
- General information about the district and local community history

Providing this shared baseline supports a more consistent internal communication culture and helps employees feel more confident answering questions and reinforcing district messages in their daily interactions.

Download an employee communications training slides template, which was shared by NSPRA at the October 2025 conference of the American Association of School Personnel Administrators, at the following links:

- Canva - https://bit.ly/4lblRmg
- PowerPoint (go to File > Download > .pptx) -https://bit.ly/4reBzOM

Recommendation 4:

Increase transparency around decision-making processes and the role of stakeholder input to build trust in district leadership.

As noted in the Key Findings, stakeholders generally view district communication as trustworthy, but are less likely to describe it as open or transparent. Many respondents across all groups also disagreed that the district consistently values or welcomes their input. Focus group feedback reinforced these perceptions, with participants expressing a desire for clearer information about how decisions are made, who is involved and how stakeholder input influences outcomes.

While transparency is often discussed in terms of external communication, audit findings in ISD 709 indicate that internal clarity around decision-making authority and delegation is closely tied to public trust as well. Employees described uncertainty about where decisions are made and how that authority is distributed across the organization. This uncertainty was raised by both central office staff and school-based leaders during focus group discussions. At the same time, some district leaders expressed a belief that decision making is routinely delegated. This disconnect contributes to frustration, delays and perceptions that meaningful decisions are made by a small, centralized group. Families echoed related concerns, expressing a desire for more decisions to be made by school leaders they know and trust.

Communication researchers, as well as NSPRA auditors, have found that it is rarely possible to satisfy the desires of all interested groups when organization leaders must make decisions that affect multiple stakeholder groups with diverse perspectives. However, organizations that prioritize informed consent around the decision-making process can reduce perceptions of winners and losers. In other words, stakeholders are more likely to accept decisions they may not fully support when they believe the process was fair, transparent and reasonable.

Building confidence in a school district's decision-making processes is not without challenges, and struggles to ensure that all voices are heard are not unique to ISD 709. NSPRA auditors consistently hear from parents and staff in many districts that they question whether their input is genuinely wanted or meaningfully considered, even when invited through surveys or meetings. Increasing transparency around decision-making processes, both internally and externally, is one of the most effective ways to minimize divisiveness, reduce delays and build shared understanding and trust.

The following action steps are intended to strengthen transparency by improving communications clarity and consistency in the decision-making process, both internally and externally, while also reinforcing appropriate delegation and leadership at the school and department levels.

This work, which should become part of the strategic communication plan, does not need to be completed all at once. ISD 709 should view the strategic communication plan as a living document, developed in phases and refined over time as capacity allows. These practices are most effective when implemented consistently over time and scaled to available leadership and communication capacity, rather than launched all at once.

#4

Increase transparency around decision-making processes and the role of stakeholder input to build trust in district leadership.

Action Step 4.1

With all major decisions, consider first how best to include stakeholders in the decision-making process.

Not all decisions in ISD 709 require stakeholder input, but when deciding whether and how best to include stakeholders in the decision-making process, leaders should first ensure internal clarity about decision ownership and the purpose of stakeholder input—including whether stakeholders are being asked to inform, shape or react to a decision—before engagement begins. With that foundation in place, keep these general tips in mind:

- **If a decision has already been made, do not ask for input from stakeholders.** Stakeholders will feel their input doesn't matter when they perceive that district leaders have already decided on a direction for a particular issue.
  - The more controversial a decision is likely to be, the more likely it is that the district should involve its stakeholders in the decision-making process.
  - If a decision is routine, innocuous or predetermined due to state or federal mandates or budget constraints, it is less likely to require input. Instead, focus messaging on building understanding around the situation that led to the particular decision, why it was made and how it will benefit stakeholders.
- **Give input appropriate consideration in shaping decisions.** Asking for input and then appearing to ignore it is one of the quickest ways to cause stakeholders to disengage from their schools. Respect stakeholders and give their input due consideration.
  - If they suggest alternatives, research their ideas and give feedback regarding what those ideas would cost to implement. Provide the costs of the district's preferred option for comparison, and help stakeholders see for themselves why that would be the best decision.
  - If stakeholders' alternatives are not actionable, explain why and the rationale for the final decision.
  - When reflecting on public input, always be considerate of those who provide it, whether they represent a small or large part of the community.
- **Clarify where the final decision authority lies when seeking input.** Confusion and frustration may arise if those asked to offer input mistakenly believe they are making the final decision. Explain why the group's input is being sought, how it will be used and whether decision authority rests at the district, department or school level.

Action Step 4.2

Clarify and consistently communicate decision-making roles and expectations.

Audit findings suggest that perceptions of centralized decision making and stalled progress in ISD 709 are often rooted less in the decisions themselves than in how clearly decision-making roles and expectations are communicated across the organization. When staff and school leaders are unsure where authority resides or whether they are empowered to act, hesitation and frustration can follow, even when leadership intends decisions to be made closer to students and classrooms.

ISD 709 should take intentional steps to improve how decision-making roles and expectations are communicated internally, ensuring greater alignment between leadership intent and staff experience. This may include:

- Clearly articulating, in accessible and consistent ways, which types of decisions are typically made at the district, department and school levels, and which require broader consultation or approval.
- Communicating expectations about when school and department leaders are empowered to make decisions independently, versus when their role is to provide input or implement direction.
- Establishing and communicating clear escalation norms so staff understand when issues should be resolved locally and when they should move to district leadership.
- Reinforcing these expectations through existing communication channels, leadership meetings and onboarding processes so they are understood as shared norms rather than informal knowledge.

By improving clarity and consistency in how decision-making roles are communicated, the district can reduce unnecessary delays, strengthen leadership at all levels and create conditions that support more timely, transparent and trusted decision making.

As part of this effort, the district may find it helpful to broadly categorize decisions (e.g., instructional, operational, budgetary, student experience) and clarify typical ownership and input expectations for each category.

Action Step 4.3

Establish consistent systems for communicating pending decisions.



Organization leaders may hesitate to share details about a decision or initiative before those details are fully formed, aiming to appear decisive and avoid raising expectations around ideas that may not advance.

However, the process of keeping stakeholders informed begins before the decision-making process has begun and continues during and after the decision is made. If stakeholders don't know a change is being considered, they can't offer input. Moreover, gaining support for a specific solution depends first on establishing a shared understanding that a problem exists and warrants attention. Seeking input and informed consent starts with sharing information.

Communicating about pending decisions also provides an opportunity to reinforce clarity about decision ownership. As issues and options are shared, leaders should be transparent about who is responsible for advancing the decision, where input is being gathered and at what level the final determination will be made.

- **Consider incorporating communication protocol questions into discussions of major decisions at ISD 709.** Using a consistent set of questions helps leaders approach decisions through a shared communication lens, reducing last-minute confusion, duplicated effort, and the perception that communication expectations are subjective or situational. This approach can be piloted during Cabinet meetings and adapted for department, school-level and committee meetings. When discussing potential decisions, leaders should ask the group to consider:
  - *What is the issue, problem or opportunity?* Discuss and clearly identify the core issue and the specifics that stakeholders need to know about it.
  - *How does this issue affect stakeholders?* Consider how a particular issue will affect various stakeholder groups or impact other issues or concerns facing the district. Identify the stakeholder groups that are the primary audiences for the issue. They are the ones directly (or perceived to be directly) affected by it.
  - *Who owns this decision, and what role do other leaders or stakeholder groups play in informing it?* Clarify whether the decision will be made at the district, department or school level, and communicate that distinction consistently.
  - *What are the key messages that must be communicated about the issue?* Identify the key points that stakeholders need to know about the issue, including the rationale behind decisions to date. Focus on three to five key messages or talking points.
  - *How will this issue be communicated?* Consider how the district will outline and present the issue to stakeholders. Identify the strategies that will be used to communicate with identified stakeholders, as well as who is responsible for communicating with each stakeholder group. Develop a timeline for response and communication efforts.
  - *Who is the main spokesperson on this issue?* Identify who will serve as the main spokesperson with news media, staff and other stakeholder groups.

  Consider creating a reusable discussion guide that includes these questions, so leaders across departments consistently approach decisions through a communication lens.

- **Develop and implement feedback loops.** Consider creating "What We Heard" features in various district and school communications to highlight the status, results and next steps regarding pending or recent public input requests. These could take the form of brief videos on websites and social media or encouraging principals, directors and other district leaders to share "What We Heard" information with their staff during meetings. These updates should include information on how stakeholders are, were or can be involved in the decision-making process as well as how their input has been or will be used.

  Beyond reassuring those who gave feedback that their input was heard, this approach also provides ongoing opportunities to raise awareness among all stakeholders about the issue or opportunity being discussed, potentially mitigating any 11th-hour opposition from those who feel "blindsided" by the eventual decision.

Action Step 4.4

When gathering input, seek a variety of voices and perspectives.

One of the challenges of effective engagement is to broaden the voices that are included in any engagement process. It is tempting to seek out supporters or go back to the same people who always respond when a request for input is made rather than to seek new and different voices from people that are otherwise less likely to get involved. However, with the goal of honoring all voices, it is important for ISD 709 to be intentional about who is invited to participate in its decision-making processes.

It is also important to engage all types of employees and parents/families. With employees, that may be remembering to seek input from non-certified staff, not just teachers. While support staff may not have input to share on certain curricular topics, there are many other topics where they can participate and provide depth and breadth in the type of input that is collected. With parents/families, it may mean having staff translators place phone calls to non-English-speaking parents to invite their participation and ask them how participation can be made convenient for them.

When engaging in a decision-making process, consider which stakeholders may be directly affected by the decision, as well as those who may perceive themselves or those they care about to be affected by it, directly or indirectly. Make sure representatives of those stakeholder groups are reflected among the voices heard during input-gathering stages.

Action Step 4.5

When announcing a decision, highlight how feedback and data shaped it.



Make sure that the announcement of any major decision in ISD 709 is accompanied by information about the feedback that was collected in the decision-making process—beyond a generic "thank you" to those who gave their input—as well as the data used to make the decision.

The rationale for a decision should be provided in clear, easy-to-understand language and can be communicated using traditional means such as news articles or emails. In addition, consider using infographics or short videos, particularly when the information to be shared is more complex. A consistent practice of explaining to stakeholders the genesis for specific actions, keeping them apprised of next steps and reporting on outcomes helps maintain trust and confidence in leadership.

A strong example of this practice recently occurred following the district's first use of ThoughtExchange to gather input on the school calendar. Rather than simply announcing the final calendar, the follow-up message explicitly linked community feedback from the exchange to specific calendar decisions, demonstrating how input shaped the final outcome. By connecting engagement to action, the Communications Officer reinforced that participation mattered. This example illustrates the type of transparent, feedback-informed communication described in this action step and demonstrates that, when time and capacity allow, the district is well positioned to operate in a more strategic, impact-oriented manner.

As stakeholders see evidence of their input being valued, rather than simply being told that it is, they also will be more willing to answer

future requests for input. Sharing the results of this communication audit report with, at least, all focus group participants is a great step for ISD 709 to show its use of communications input.

Action Step 4.6

For quick and informal staff input, try rounding conversations.

The practice of "rounding" is not scientific like a survey, but it is a quick way to gather first-hand input from staff while demonstrating that leadership cares about staff members and their input. Rounding conversations are useful for major decisions, but can also be used successfully for smaller issues that may only affect a single department or school.

Here is how rounding conversations work:

- The district, department or school leadership team develops two or three questions where the answers would provide helpful staff insight into an issue.
- Principals, directors and/or department leaders informally ask 5-10 staff members these questions.
- Responses are shared with the applicable leadership team for consideration in their decision-making process.

Action Step 4.7

Raise awareness of feedback channels and how to use them most effectively.



SCOPE Survey data and focus group feedback indicate that many employees, parents and community members are unsure where and how to direct questions, concerns or ideas, contributing to perceptions that issues must be escalated to district leadership to receive attention.

ISD 709 should clearly and consistently communicate how stakeholders can share feedback on routine issues, including which types of concerns are best addressed at the school, department or district level. Doing so helps ensure feedback reaches the individuals best positioned to respond and reduces unnecessary escalation or delays.

This information should be shared at least annually through existing communication channels and incorporated into onboarding materials for new employees and families. Clear guidance on feedback pathways supports timely responses, reinforces trust in school- and department-level leadership and improves stakeholders' experience navigating the district.

Following are examples of school district webpages that outline whom to contact with concerns or questions:

- District Communication Pathways, Ramsey School District, New Jersey – https://www.ramsey.k12.nj.us/page/communication-pathways
- Protocol for Parent to School Communication, West Aurora School District 129, Illinois – https://www.sd129.org/district/departments/community-affairs/parent-communication-protocol
- Report a Concern, Highline Public Schools, Washington – https://www.highlineschools.org/departments/student-support/report-a-concern

Recommendation 5:

Shift district communication toward more targeted, substantive and audience-centered content.

Findings from the SCOPE Survey, focus groups and the website review indicate that while ISD 709 communicates frequently, stakeholders often feel underinformed about complex, high-impact issues that shape their experience with the district. Parents, staff and community members consistently expressed a desire for clearer explanations of why decisions are made, how processes work and what changes mean for students, schools and the community. Topics such as budgeting, facilities planning, curriculum changes and policy development are frequently perceived as lightly or not at all addressed, difficult to find on existing channels or shared too late to support understanding.

This recommendation responds directly to those findings by shifting communication efforts from primarily event-driven or celebratory content to more intentional, audience-centered messaging on high-impact issues. These actions emphasize planning for understanding rather than volume, enabling the Communications Officer to focus limited capacity on the issues that matter most, present information in accessible and relevant ways, and give stakeholders the context they need to engage constructively. Taken together, they support broader community understanding, reduce misinformation, and help rebuild trust around critical district matters.

Action Step 5.1

Incorporate planning principles into communication initiatives that improve stakeholder understanding and awareness of important district matters.

In addition to developing an annual or multi-year strategic communication plan, the Communications Officer should use a streamlined, mini planning template to guide communication around specific high-impact issues, projects or initiatives, such as policy or curriculum changes, facilities planning, boundary studies or leadership transitions. These focused, topic-specific plans support clarity and intentionality, ensuring stakeholders receive timely, relevant information about issues that affect them.

These brief planning tools are not full campaigns but practical guides to structure conversations with administrators and departments, clarify communication objectives and align messaging with stakeholder needs. They help prioritize meaningful content over routine updates, moving beyond posting documents or procedural notices to provide context, explain purpose and highlight implications in plain language.

A streamlined, issue-based plan may include:

- The primary communication goal or intended impact
- One or two measurable objectives tied to understanding or awareness
- Priority audiences affected by or interested in the issue
- Available communication tools and channels

- A simple chart outlining strategies, tactics, responsibilities and timing, as needed

Survey and focus group feedback suggest stakeholders want more than basic announcements; they are seeking insight into how decisions are made and why they matter. When complex information is shared only through board agendas, minutes or technical documents, it often goes unseen or unabsorbed. Using a focused planning approach encourages the district to translate "business documents" into accessible, feature-style content—such as newsletter or web articles that summarize key points, highlight trade-offs and explicitly answer the "so what?" for families and staff (see Action Step 2.3).

Several high-impact topics emerged repeatedly in survey results, focus groups and the auditor's materials review as areas where more intentional, issue-based communication would support understanding:

- **Curriculum or program changes:** Parents expressed limited awareness of what their children are learning and where to find clear, accessible information, indicating a potential need for brief, plain-language explanations and ongoing context.
- **Facilities planning and enrollment-related decisions:** Nearly half of parents and staff reported feeling underinformed, suggesting the need for proactive communication that explains the purpose, process and implications of facilities planning—not just final outcomes. The Communication Officer's plan to use ThoughtExchange to facilitate public engagement around these issues is a strong one.
- **Middle school transitions:** Parents and students described uncertainty and anxiety about the transition process, signaling an opportunity for targeted communication that clarifies expectations and supports readiness. For example, a focused plan might identify parents of incoming sixth graders as the audience, clarify key milestones and expectations, provide resources for readiness and promote upcoming information sessions.
- **Community partnerships and initiatives:** Focus group participants noted general awareness of partnerships but limited understanding of specific initiatives or their benefits. This suggests an opportunity for more intentional storytelling that connects partnerships to expanded student access and clear community value. For example, the district could feature the PORT CARD initiative, which provides electronic library cards to all ISD 709 students, allowing them to borrow books and other materials from the Duluth Public Library. Highlighting the experience of a student whose access to books sparked a new interest in reading would help make the initiative's impact concrete and relatable.

#5

Shift district communication toward more targeted, substantive and audience-centered content.

The goal is not to over-communicate every issue, but to ensure that even minimal communication about significant matters is intentional, understandable and audience-centered. Applied selectively, this approach helps prevent confusion, reduce misinformation and support informed engagement around

issues that most impact students, families or employees.

For several examples of project-specific communication plans, check out the 2025 NSPRA Gold Medallion and Golden Achievement Award winners' entries at https://www.nspra.org/Awards/Award-Winners.

Action Step 5.2

Create and implement a comprehensive, year-round budget communication strategy.

In nearly every communication audit NSPRA conducts, stakeholders consistently feel least informed about district finances compared with other key topics. This pattern holds true for ISD 709. In the SCOPE Survey, 58% of parents, 56% of staff and 69% of community members reported being only slightly or not at all informed about district finances.

While stakeholders are rarely well informed about school finance—sometimes by choice—public school districts rely on sustained community understanding and support to maintain operations and educational quality. Budget communication, therefore, is not optional or episodic; it is a core leadership responsibility, particularly during periods of financial pressure or change.

For ISD 709, this challenge is compounded by lingering distrust tied to past financial decisions and a perception among some community members that financial information is limited, difficult to locate or shared only after key decisions are made. Focus group participants described feeling disconnected from budget discussions, noting that "very little finance information is shared" and that even when they seek it out, it is not easy to find or understand. As one participant observed, "A public that doesn't understand it is not going to support it."

To address these conditions, the district should adopt a proactive, year-round budget communication strategy as a defined component of its strategic communication plan (see Recommendation 2). Treat financial information as a high-stakes topic requiring clarity, consistency and relevance—not just during budget season, but throughout the year.

At a minimum, this should include the following integrated elements:

- **Build a baseline understanding of district finances over time.** Rather than relying on dense documents or one-time presentations, the district should consistently share accessible financial information in manageable pieces. This includes explaining where funding comes from, how dollars are allocated and what constraints or trade-offs exist. Tactics may include short financial "quick facts," infographics, brief videos and recurring budget content embedded into existing district communication channels such as newsletters, social media and the website.
- **Clearly explain the budget development and decision-making process.** Demystifying how the budget is built—and when and how decisions are made—can significantly improve trust. The district should publish a clear, visual budget timeline that highlights key milestones, decision points and opportunities for input. Plain-language budget summaries and visuals should be used to explain changes from year to year and the rationale behind major priorities.
- **Make financial information easy to find and easy to use.** The auditor observed basic budget information on the district website. The district should expand its budget webpage to serve as a single, trusted source for comprehensive financial information. This page should

house budget summaries and priorities, timelines, infographics and expanded FAQs. All budget-related communications should consistently link back to this resource.

At the same time, the district should not rely solely on stakeholders to seek out financial information on their own. The current Q&A on the budget webpage directs community members to "check the website" or review monthly committee updates embedded within board documents to stay informed about the district's financial status—an approach that is unlikely to generate meaningful awareness or engagement. Key budget updates should instead be proactively disseminated through existing district communication channels, including the proposed community-focused version of the *District Digest* (see Action Step 6.4), so that financial information is regularly delivered to families and community members rather than merely available.

- **Connect financial decisions to student experience and community values.** Numbers alone do not build understanding. Budget communication should explicitly connect financial realities to student learning, staffing, programs and services the community cares about. Using stories, examples and visuals to show the real-world impact of budget decisions helps stakeholders understand not just what is happening, but why it matters.
- **Equip leaders and staff to serve as credible budget communicators.** Board members, district leaders and school administrators should receive clear talking points and concise "quick facts" so they feel prepared to answer questions and address misinformation consistently. When leaders share aligned messages and practical examples, confidence and credibility increase.

Over time, stakeholders experience budget communication as transparent, accessible and relevant, resulting in greater understanding of the district's financial realities, increased confidence in decision making and improved readiness to engage constructively around high-stakes financial issues. Sustained, proactive communication also helps reduce the influence of lingering mistrust or outdated narratives by replacing speculation with consistent, factual information.

This one-page poster from Chesapeake (Va.) Public Schools is an effective example of presenting financial information with infographics: https://nspra.co/3OdOaEr

This brochure from Broadalbin-Perth (N.Y.) Central School District is a special budget edition newsletter that combines compelling infographics with a more thorough narrative dive into the district's finances: https://nspra.co/3NXOlOD

More resources and sample communications can be found on NSPRA Plus by applying the "Finance Communications" filter (https://plus.nspra.org) and in the members-only Samples and Resources (Gold Mine) section of the NSPRA website under Budget Communications (https://www.nspra.org/PR-Resources/Samples-and-Resources-Gold-Mine/Budget-Communications).

Action Step 5.3

Create an editorial calendar to plan ahead for storytelling around high-impact, high-stakes issues.

For a one-person communications operation, planning ahead is essential. An editorial calendar provides a practical, time-saving tool to anticipate when and how major issues, decisions and milestones will require proactive communication, reducing last-minute pressure

and helping the Communications Officer focus effort where it adds the most value.

Rather than serving only as a scheduling tool for events or celebrations, the editorial calendar should be used to map out storytelling opportunities tied to high-impact topics such as budgeting, facilities planning, enrollment shifts, program changes or strategic initiatives. Planning these moments in advance allows the district to sequence information thoughtfully and provide context before questions or concerns escalate.

Using a storytelling approach helps translate complex or factual information into messages that are understandable, memorable and relevant. By pairing key facts with real-world examples (e.g., how a decision affects classrooms, staffing, student opportunities or community priorities), the district can connect information to shared values and lived experience. This approach adds meaning without adding volume.

In developing the editorial calendar, the Communications Officer should:

- Identify predictable decision points, milestones and pressure moments for major initiatives.
- Plan when explanatory, context-setting content should be shared in advance of formal actions.
- Align stories to priority audiences and communication objectives.
- Balance factual updates with narrative elements that explain purpose and impact.

Used this way, the editorial calendar becomes a strategic efficiency tool, helping the district consistently deliver value-centered communication on the issues that matter most, while making the best use of limited communications capacity.

In the NSPRA Connect online member community at https://connect.nspra.org/, there are numerous posts with discussions about editorial calendars and workflow management. An NSPRA Mini Labs webinar on workflow management tools is also viewable on NSPRA Plus at https://plus.nspra.org/.

Recommendation 6:

Streamline and clarify the district's communication ecosystem to reduce overload and improve access.

As noted earlier in the Benchmarking of Results section of this report, ISD 709's parent and family communications reflect an established level of practice, with a solid foundation in place. District-wide adoption of ParentSquare, consistent delivery of the *District Digest* and SCOPE Survey results showing strong recognition of district messaging indicate that these efforts are working. The opportunity now is to build on that foundation by steering communications from volume to value so families can more easily find, understand and act on what matters most.

Survey data in the Key Findings show that most parents do not want less information from the district, their child's school or their child's teacher. At the same time, focus groups revealed persistent frustration with how information is delivered—specifically, the number of platforms families must monitor and the difficulty of finding information again once it has been shared. This is a common challenge in many school districts.

A 2024 study by the communications platform SchoolStatus found that half of parents use three or more platforms to communicate with their child's school. In the 2025 *Today's Parent* essay "My Inbox Is Full of School Emails And I Can't Take It Anymore," one parent wrote, "We receive all the information, but we only need about 20 percent of it. And because of the overload, we're missing the stuff that actually matters. There has to be a better way."

Parents are juggling many responsibilities beyond their relationships with a school, and each comes with its own communication tools and frequent messages. As a result, parents can get overwhelmed, start to tune out communications and miss something important from their child's school. They want to be informed and support their children's education, but they need communications that are relevant, predictable and easy to access when they choose to engage.

Addressing these concerns requires greater consistency and intentionality across school and district communication systems. The following action steps focus on clarifying expectations, standardizing practices and making information easier to find and reuse without increasing message volume.

Action Step 6.1

Use SCOPE Survey findings to establish a common framework for parent communications.

Survey data on stakeholders' communication preferences (see Key Findings) should be used to guide school and district staff in the purposeful use of communication channels. It's important to use this data not only to see which channels to use, but which channels not to use. One culprit for the overload with communications appears to be the tendency to send the same message on every available channel.

While parents have varied preferences for where they access information, most do not want repeated messages from multiple sources. Consistent, thoughtful use of selected tools will help ensure messages are noticed and valued. This framework should also include recommended timelines for releasing information and responding to inquiries.

To support implementation, this guidance should be reviewed with principals, assistant principals and department leaders and

reinforced annually during back-to-school meetings. In addition, the Communications Officer should convene school and department communication liaisons at least twice a school year to reinforce expectations, share best practices and support coordination, consistent with the liaison network described in Recommendation 1.

For a reference, see the Osceola School District's "School Communication Guidelines" on when to use what communications platform, available in NSPRA's Samples and Resources (Gold Mine) section on "Training - Administrators, Board Members, Staff" at https://nspra.co/4c19K8T.

Action Step 6.2

Clarify and communicate expectations for updates to parent portals and other parent communication platforms.

Parent portals such as Infinite Campus and Canvas are essential communication tools, but their effectiveness depends on clear, shared expectations for how they are used. As noted in the Key Findings, parents and staff described confusion stemming from inconsistent practices across schools, such as differences in whether grades are communicated through Infinite Campus or Canvas, and variability in where information is posted within the same platform.

If expectations already exist for how educators should use parent portals and other classroom-level tools, they should be reviewed for clarity, specificity and consistency—and reinforced regularly. If expectations are unclear or unevenly understood, the district should convene a small working group of teachers, parents and administrators to define practical, shared guidance that clearly specifies which platforms are used for which purposes and what families can expect to find in each.

#6

Streamline and clarify the district's communication ecosystem to reduce overload and improve access.

Once established, these expectations should be communicated clearly to families through school websites, parent handbooks and other commonly used channels, and updated promptly when changes occur. Documenting these platform-specific decisions in the district's strategic communication plan will help ensure expectations are clear, consistently communicated and updated intentionally, rather than relying on informal directives or one-off reminders.

Action Step 6.3

Expand use of district and school websites as centralized repositories for key information.



Stakeholders repeatedly described how difficult it can be to refer back later to useful information that has been shared in a school or district e-newsletter. While email is effective for sharing timely updates, it is not well suited for long-term reference, especially when messages are buried in inboxes. A more permanent, organized approach to housing key information would make it easier for families and staff to find what they need when they need it, while also reducing the need for schools to resend or re-explain the same information.

Similar to the recommended use of an intranet as a centralized repository for staff information, school and district websites should serve as the primary, long-term home for key news updates intended for families. High-priority information should be posted as news stories on district and/or school web pages and then pushed out through e-newsletters or other channels to place the information in front of readers. This allows schools and departments to resurface the same information when needed by linking back to the original web posting, offering a timely reminder and easy access without crowding out newer or more localized updates.

Consistent use of a communications-defined taxonomy or category tagging system when posting announcements will further improve searchability and usability for visitors, supporting both day-to-day access and longer-term reference.

From Ad Hoc Updates to Structured Oversight

ISD 709 has established roles for maintaining school and department website pages—including stipend-supported school webmasters and designated department staff—but the current structure relies heavily on informal delegation rather than coordinated oversight.

Responsibility for maintaining accurate and timely content should remain distributed at the school and department level. At the same time, the district can better leverage existing effort by aligning website responsibilities with the communications liaison network (Action Step 1.2) and formalizing routine touch points with the Communications Office. The goal is not to centralize all work in Communications, but to move from ad hoc maintenance to a more intentional management model.

With support from the recommended specialist position (Action Step 1.1), the Communications Office could:

- Develop a concise website reference manual outlining roles, accessibility standards and posting expectations.
- Offer structured onboarding and periodic refresher training for all staff with editing access.
- Establish a scheduled annual (or ideally semiannual) website review cycle to remove outdated content, verify links and assess accessibility compliance.

These efforts would create predictable checkpoints without transferring ownership of content to the Communications Office.

This coordination becomes especially important in light of upcoming ADA Title II digital accessibility deadlines requiring compliance with WCAG 2.1 Level AA standards. One success strategy outlined in NSPRA's report *From Compliance to Culture: Advancing Digital Accessibility in K-12 Education* (https://www.nspra.org/News/new-report-examines-the-state-of-digital-accessibility-in-k-12-education) is to prioritize remediation of high-traffic webpages and essential family resources while building long-term systems for compliance. Particularly for document-heavy pages, consider implementing DocAccess, a web accessibility tool that automatically converts PDFs into screen reader-friendly HTML transcripts aligned with the required standards. Although such tools do not guarantee full legal compliance, they can reduce manual remediation workload, improve navigation and searchability, and support accessibility while the district develops permanent solutions for accessible document creation.

Taken together, these steps toward clear expectations, shared standards and regular review will help ensure that web-based information remains accurate, accessible and aligned across schools and departments.

Action Step 6.4

Provide clear, proactive guidance for families and the community on where and how to find information.

Many participants shared that they are unsure where to look for information and often stop checking certain platforms altogether. As communication practices are clarified or updated, the district should actively explain these changes rather than assuming stakeholders will notice them.

Consider simple, repeatable tactics to guide families and community members, such as:

- A brief "How We Communicate" overview included in new family welcome materials
- An expanded Communications Office webpage explaining which channels are used for different types of information
- Simple infographics that schools can include in newsletters or post online

This guidance should mirror the district's successful promotion of ParentSquare, where the purpose and use of the tool are clearly explained across the district and school websites. Applying this same clarity to all communication channels will help stakeholders—and staff responding to questions—quickly identify the right source.

Find examples of this type of guide at the following links:

- "How We Communicate With Families" flyer, Lake Stevens School District, Washington – https://nspra.co/3OVAXjK
- "How We Communicate" webpage, Arlington Heights School District 25, Illinois – https://www.sd25.org/parent-letters-newsletters/how-we-communicate

The auditor further recommends developing a simple web-based form that enables community members to request inclusion on the *District Digest* distribution list. Subscribers could receive a community-focused version that excludes family-only updates. Once implemented, the district should widely promote this option to ensure broad awareness and access among community stakeholders.

Action Step 6.5

Make information easier for audiences to consume.

Even with clearer infrastructure and reduced redundancy, communications will be less effective if messages are difficult to scan or organized around internal content categories rather than reader needs. High-volume communications, such as district and school newsletters, should be structured to help readers quickly understand what is new, what is important and what, if anything, requires action.

Rather than organizing newsletters primarily by standing topic categories, consider grouping information in ways that reflect how audiences read and prioritize information. For example, newsletters may include:

- A consolidated section for new or time-sensitive updates
- A brief reminders section for previously shared information that families may need to revisit
- A clearly labeled upcoming events or dates section

To further support skimming, newsletters should include a clear list of articles or topics at the top of the message that functions as a table of contents. The abbreviated list of stories that appears in the ParentSquare email header when a new newsletter is sent provides a useful model. For schools using platforms such as

Smore, use built-in table-of-contents features to generate this list automatically. In all cases, item titles should be written as clear, specific headlines (e.g., Tips to Help Your Child Avoid the Flu) rather than generic labels (e.g., From the Nurse's Office), allowing readers to quickly identify content that is relevant to them.

These expectations should be documented in the staff communications guidance described in Action Step 6.1 and reinforced through the communication liaison network (Action Step 1.2), which can serve as a practical forum for sharing examples, troubleshooting challenges and supporting consistent implementation across schools.

Appendix

Focus Group Discussion Questions 100

What Is NSPRA? 101

Audit Team Vitae 103

Focus Group Discussion Questions

All Participants

1. What do you see as the school system's strengths? What areas could be improved?
2. How would you describe the school system's image in the community?
    a. What would you tell someone new to the area about the district?
3. How well does the school system communicate about important issues like school funding, legislation, curriculum or operational changes?
    a. Where could it improve?
    b. Are there topics you'd like more information about?
4. How effectively does the school system communicate during serious incidents or crises (e.g., bomb threats, employee misconduct, protests)?
    a. How could this be improved?
5. When district or school leaders are considering major issues that may affect you, do you feel that your input is welcome and valued?
    a. What makes you feel that way?
    b. How would you prefer to share your input?
6. What does the school system do well when it comes to communicating with you? In what ways can it improve to better meet your preferences or needs?
    a. Is information delivered in a timely manner?
    b. Are the newsletters helpful and informative?
    c. Do the school or district websites provide the information you need? Are they easy to navigate?
    d. Do the district's social media channels meet your information needs? What could make them more useful or engaging?
7. What do you see as the biggest communication challenge the district faces?

Additional Questions: Staff

1. How does information flow from district and school leaders – such as chief officers, directors and principals – to employees?
    a. Is the flow of information generally smooth and timely?
    b. If not, what happens as a result of the breakdowns or delays in communication?
    c. What about between departments (e.g., administration, transportation, food services)?
2. When you need a decision or approval to move forward on something, what is that process like for you?
    a. What helps that happen efficiently—and what sometimes gets in the way?
    b. How do you think the district's approach to making decisions affects the staff you work with?"
3. What do you see as your role in communicating with families, staff and the wider community? Is that role clearly defined so that you understand your responsibilities?

What Is NSPRA?

Since 1935, the National School Public Relations Association (NSPRA) has been providing school communication training and services to school leaders throughout the United States, Canada and the U.S. Department of Defense Education Activity (DoDEA) schools worldwide. NSPRA's mission is to develop professionals to communicate strategically, build trust and foster positive relationships in support of their school communities. That mission is accomplished by developing and providing a variety of diverse products, services and professional development activities to association members as well as to other education leaders interested in improving their communication efforts.

NSPRA members:

- **Connect and Grow:** This unique professional community includes the NSPRA Connect online forum, Mentor Match, APR Learning Cohort and national leadership and service opportunities.
- **Expand and Elevate:** Through digital e-newsletters and alerts, free PR Power Hour webinars on tactics, free Leaders Learn webinars on strategies, on-demand learning and National Seminar scholarships, members expand their knowledge and elevate their work.
- **Share and Learn:** Members have access to best practices at www.nspra.org, including the NSPRA Gold Mine, topic-specific resources (crises, budget/finance, communication training, strategic communications plans, etc.), salary and career surveys and more. Members also enjoy access to NSPRA Plus (https://plus.nspra.org/), an exclusive on-demand learning library for school communicators that features hundreds of webinars and workshops to support ongoing professional growth.

With more than 90 years of experience, NSPRA is known for providing proven, practical approaches to solving school district and education agency communication problems. The association offers useful communication products and programs as well as an annual NSPRA National Seminar, the most comprehensive school communication conference in North America. NSPRA also offers a National School Communication Awards program, which recognizes individuals, districts and education agencies for excellence in communication.

In keeping with its mission, NSPRA also provides school public relations/communications counsel and assistance to school districts, state departments of education, regional service agencies and state and national associations. For many of these organizations, NSPRA has completed comprehensive communication audits to analyze the effectiveness of their overall communication programs and to recommend strategies for improving and enhancing efforts.

NSPRA has more than 30 chapters across the United States that provide local professional development and networking opportunities. NSPRA is a member of the Learning First Alliance and the Universal Accreditation Board. The association also maintains collaborative working relationships with other national education associations and corporate communication professionals.

The Flag of Learning and Liberty is a national education symbol developed by NSPRA during its 50th Anniversary Year. On July 4, 1985, the Flag of Learning and Liberty flew over the state houses of all 50 states to symbolize America's commitment to education and a democratic, free society.

Join NSPRA

To join this vibrant, national association and reap the benefits of being an NSPRA member, visit www.nspra.org/membership.

Audit Team Vitae

ISD 709's NSPRA Communication Audit Report was developed by a team with extensive background in developing and managing communication and public relations programs for school districts and education agencies. Following are brief descriptions of their backgrounds and experience.

Jessica Scheckton, APR, PMP



NSPRA Communication Research Specialist

Lead Auditor

Jessica supports NSPRA's audit and research services through her work in project management, survey design, data analysis and communication audit development. She draws on extensive experience from her tenure with the Capital Region BOCES Communications Service, where she led and supported district-wide research initiatives, audits and strategic communication plans. Her combined strengths in project management and school PR ensure audit processes are thorough, efficient and grounded in real-world district challenges. A two-time NSPRA Gold Medallion winner and past chapter president, Jessica brings a practitioner-focused, data-driven lens to every engagement.

Learn more about Jessica at https://www.nspra.org/About-Us/Staff/Communication-Research-Specialist.

Mellissa Braham, APR, CAE



NSPRA Associate Director

Mellissa oversees NSPRA's research services and leads the team responsible for delivering high-quality communication audits, stakeholder surveys and data reports for school systems across the U.S. and Canada. With more than 25 years of experience in strategic communication across education and healthcare, she guides core association functions—staff management, National Seminar programming, chapter relations and member resource development. Her leadership ensures every audit reflects strong methodology, thoughtful analysis and a deep understanding of how districts build trust, strengthen engagement and communicate with purpose.

Learn more about Mellissa at https://www.nspra.org/About-Us/Contact-and-Staff/Associate-Director.

Alyssa Teribury



NSPRA Communication Research Manager

Alyssa develops and manages NSPRA's communication audits, stakeholder surveys, data reports and white papers, helping districts turn complex information into clear, actionable insights. With more than a decade of school PR experience, she brings both research expertise and a practitioner's understanding of district needs. Alyssa specializes in analyzing stakeholder perceptions, assessing communication systems and presenting findings in ways that support strategic decision-making. Her work blends data literacy, storytelling and practical recommendations that school teams can confidently put into action.

Learn more about Alyssa at https://www.nspra.org/About-Us/Contact-and-Staff/Communication-Research-Manager.



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COW Agenda Cover Sheet

Meeting Date: June 9, 2026

Topic: Duluth Public Schools - Area Learning Center
Corrective Action Plan Dashboard

Presenter(s): Jen Larva

Attachment: Yes

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

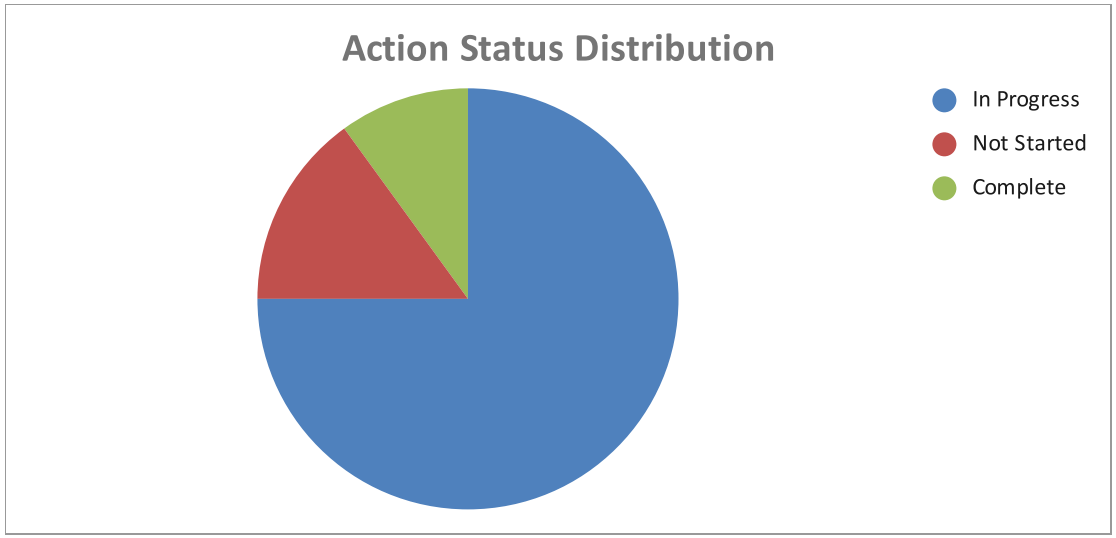
Monthly update on the progress made toward our ALC compliance project.

This Requires School Board Approval : No

Duluth Public Schools - Area Learning Center
Corrective Action Plan Dashboard

Submitted to: Minnesota Department of Eduction
Prepared by: Jen Larva, Director of Secondary Education

Total Actions	20
In Progress	15
Not Started	3
Complete	2



Critical Element I — Organization and Administration

Finding	Corrective Action Steps	Evidence	Timeline	Responsible Party	Status	Notes
4-day week without approval	Seeking 1 year extension; Flexible Learning Year application submitted; determine compliant calendar	Application; Board calendar	By 26-27 SY	Superintendent; Director	In Progress	Met with Ms. Shorter at MDE. Supt will receive an email at 45-days regarding the issuance of a provisional extension for 1 year. No public meetings need to be held.
Blending seat-based and IS models	Separate School 611 and 616; redesign schedule with 450 minutes daily instruction; eliminate digital learning blocks	Master schedule	Fall 2026	Director; IC and MARSS Coordinators	In Progress	Phil and Danielle are working on School Org set-ups. Schedule is being worked on.
IS tied to contact hours	IS moved outside of seat-based school day; Align attendace to MDE requirements	MARSS docs	Fall 2026	MARSS Coordinator	In Progress	No IS until appication is submitted.
IS structure unclear	Define teacher access through office hours, conferencing, and structured student engagement systems	Logs; schedules	Fall 2026	Director and Redesign Committee	In Progress	No IS until application is submitted. Redesigning how IS modules are designed for more teacher access through office hours and student engagement around learning (not seat time or completing check-in forms)
Recordkeeping inadequate	Redesign of tracking systems to align ADM, coursework, and enrollment reporting	Protocols; audits	Summer-Fall 2026	Director, IC and MARSS Coordinators	In Progress	
Course catalog misalignment	Full audit and alignment of course catalog with transcripts and IS reporting	Catalog; audit	June 2026	Director and C&I Coordinator	In Progress	Redesigned course catalog to align with district catalog and IC reporting.

Critical Element II — Admissions (CLP Compliance)

Finding	Corrective Action Steps	Evidence	Timeline	Responsible Party	Status	Notes:
CLPs not compliant	Implement compliant CLP template	Template; samples	Summer 2026	Director	In Progress	Developed new CLPs for Middle School. Using new CLP for summer programming. Will revise CLP for fall this summer.
CLPs missing elements	CLP included graduation requiremnts, course plans, and progress monitoring measures; record in IC	Completed CLPs	Fall 2026	Director, IC Coordinator	In Progress	Working on the redesign of CLPs to include graduation requirements for HS, goals for students, action plans, and progress reporting measured. Will ensure all CLPS are uploaded into IC, including the elementary CLPs for Targeted Services.
Lack of collaboration and signatures	CLP requires student, parent/guardian, and staff signatures prior to enrollment.	Signed CLPs	Summer 2026 onward	Director, ALC counselor, Case Managers	In Progress	It has been communicated with school counselors that all CLPs require signatures before students are able to attend programming. Clarified there isn't a signature required for the referral. Just the CLP with goals and an action plan.
Improper use of referral forms	Elimination of referral-based process; CLP required prior to enrollment	Enrollment Protocols	Immediate	Director, ALC counselor	In Progress	

Critical Element III — Programming

Finding	Corrective Action Steps	Evidence	Timeline	Responsible Party	Status	Notes:
Google form attendance practice	Practice eliminated 25-26 School Yr.; replaced with structured engagement and monitoring systems within Canvas modules	Engagement logs in Grade Guardian	Complete	Director; ALC attendance clerical	Complete	Redesigning the Canvas modules to be based on the learning not seat-time or task completion.
IS / online engagement unclear	Implementation of structured engagement systems including MEIRS, Advisory, and Orientation	Engagement logs; program documentation	Fall 2026	Director; ALC Admin	In Progress	Redesigning the Canvas modules to be based on the learning not seat-time or task completion. Embedding office hours, learning check-ins with teachers, in-person completion of assessments, etc.
Unlicensed staff	Audit of teaching assignments; reassignment or suspension of courses until licensed staff secured; seek OFPs for qualified staff	Licensure audit; staffing assignments	Immediate audit started; full compliance by Aug 2026	Director; Human Resources	Complete	All OFPs for the 2025-26 school year and summer school have been acquired. Posting for Fall openings and will follow state protocol for 2026-27.
Course delivery misaligned to licensure	Alignment of course offerings to appropriately licensed staff	Staffing plan, HR documentation	Fall 2026	Director; Human Resources	In Progress	Posted open positions for Fall (6.4.26) and will begin hiring process per state guidelines.
Online instruction compliance	Alignment of online learning practices to MDE requirements with defined instructional oversight and student engagement	Canvas course modules; onlnine procedures	Fall 2026	Director; ALC Admin	In Progress	Working with teachers to start with the summer course offerings and then will expand into the fall courses. Teachers will be addressing the need to ensure learning check-ins and projects are embedded into the course modules.
Reapplication requirements	Completion of ALC, IS, and Targeted Services applications with MDE collaboration	Applications	TBD	Director	In Progress	Met with an ALC application committee on May 14 and June 1. The ALC staff met on May 14 to review the application requirements. Have not started the ALC-IS appication. A team met to discuss the needs for the targeted services application.

Cross-Cutting System Improvements

Finding	Corrective Action Steps	Evidence	Timeline	Responsible Party	Status
Staff training	Training on CLP, IS compliance, ADM, and instructional models.	Training materials; staff development course catalog	September 2026	Director; ALC Admin	Not Started
Monitoring Systems	Monthly compliance reviews and use of MEIRS teams for monitoring	Meeting notes; intervention logs	Ongoing starting fall 2026	Director; ALC Admin	Not Started
Student engagement systems	Realignment of MEIRS and advisory systems	Program documentation	Fall 2026	ALC Admin	In Progress
Program redesign and alignment	Alignment of ALC structure with SAAP statutory requirement upon application approval	Program model documentation	Upon approval	Director	Not Started

COW Agenda Cover Sheet

Meeting Date: Tuesday, June 9, 2026

Topic: 2027 Proposed Budget

Presenter(s): Simone Zunich, Executive Director of Finance & Business Services

Attachment: Yes - 06.09.26 COW.FINAL.FY27 Proposed Budget

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

Simone Zunich will be presenting the FY 27 Proposed Budget Summary in anticipation of budget approval at the Regular School Board Meeting on Tuesday, June 16, 2026.

This Requires School Board Approval :

Yes

Duluth Public Schools #709 - COW Budget 06.09.26 (3rd Reading)
Proposed Budget Summary - Fiscal Year 2027 (FY27)

Overview/Definitions:

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

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

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

Review of Budget provisions made for FY27:

- **Strive for Fiscal Stability & Sustainability for future years**
  We will continue to prioritize fund balance growth to meet the District Policy of 8% of the General Fund. This will be supported by district-wide operational budget realignments and reductions.
- **Local Levy**
  Increase of 13.75%, $2,359,004.47 (General fund)
- **State Aid Increase**
  Due to a 2.69% increase over last year the district will receive a Basic Formula Allowance increase of $2,734,592.00 The basic formula amount per adm for next year is $7,683.00
- **American Indian Education aid**
  $413,000 (Fy 26 funding, Fy 27 TBD by MDE)
- **Literacy Incentive Aid**
  $388,659
- **Title funding: 14% decrease over FY 26: Total FY 27: Approximately $2,747,058**
- **MTSS grant**
  No grant for FY 27
- **ADSIS state funding - 55% reimbursement of expenditures: Approximately FY 27 $581,245.37**
- **Paraprofessional Training**
  $65,589.05
- **Hourly Worker Unemployment:** $670,718.77

FY 27 Pupil Counts are estimated at 8175, an increase of 50 adjusted enrollment over FY 26 which was 8125.

Food and Nutrition: Free breakfast and lunch for all students will continue in FY27- the Application for Educational Benefits (Free and Reduced Meal Form) are mostly direct certified. Applications are still required. There is a permanent decrease in state funding beginning July 1, 2026 by .06 cents per meal.

Other local revenues are estimated by prior year funding amounts.

Notes:

- Local revenue includes property tax levy, miscellaneous tax revenues, county apportionment, tuition, fees, admissions, medical assistance, interest earnings, rent, gifts & bequests, insurance recovery, sale of materials and equipment, and other miscellaneous revenues.
- State revenue includes payments by the MN Dept. of Education, and other state agencies.
- Federal revenue includes aids awarded through state agencies or directly from federal sources.

Restricted Revenues require a reserved fund balance if funding is not all spent in the allocated fiscal year. Most restricted revenues are intended to be spent in full in the allocated fiscal year. Restricted/Reserved Revenues come from state and local sources (aid and levy).

Undesignated Revenues come from federal, state, and local sources, the largest of which is the basic formula allowance (General Education Aid). Undesignated Revenues may have individual calculations, but do not have a required reserve fund balance.

Federal Sources are often reimbursements and have allowable carryover provisions to subsequent fiscal years. Use of federal funds has limitations.

Duluth Public Schools

Timeline

● Jan-Feb, 2026 | Individual board member meetings occurred to review the 5-year forecast and preliminary budget

● April 7, 2026 | Committee of the Whole – Budget First reading Public Meeting Agenda: April 7, 2026 at 4:30 PM - Monthly Committee of the Whole Board Meeting

●May 5, 2026 | Committee of the Whole - Budget Second reading Public Meeting Agenda: May 5, 2026 at 4:30 PM - Monthly Committee of the Whole Board Meeting

●June 8, 2026 | HR/Business Services - present budget adoption resolution

● June 9, 2026 / Committee of the Whole –Budget Third reading (include categorical aid breakdowns and basic formula aid update)

●June 16, 2026 | Regular Board Meeting – Budget Adoption

Projected Enrollment for FY27

•Analysis completed May 2026
•Due to FY25 final counts of 8,255.88, we are using the ADM count of 8,175 for FY27 budget planning

	Actual ADM			Projected ADM			
	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Early Childhood/VPK	174.64	182.53	187.70	**169.67**	**173.94**	**177.70**	**178.30**
Grades K-5	3,583.41	3,586.28	3,555.77	**3,582.80**	**3,534.86**	**3,484.26**	**3,450.12**
Grades 6-8	1,671.25	1,758.80	1,771.33	**1,824.20**	**1,807.19**	**1,812.11**	**1,769.01**
Grades 9-12	2,690.77	2,709.13	2,741.08	**2,653.71**	**2,671.97**	**2,699.36**	**2,756.88**
Total ADM	8,120.07	8,236.74	8,255.88	**8,230.38**	**8,187.96**	**8,173.43**	**8,154.31**
Change		116.67	19.14	**-25.50**	**-42.42**	**-14.53**	**-19.12**
% Change		1.44%	0.23%	**-0.31%**	**-0.52%**	**-0.18%**	**-0.23%**
ADMWE	8,000	8,000	8,050	**8,100**	**8,175**	**8,200**	**8,243**

Revenue Budget Summary - General Fund Categorical Aid FY27	
Undesignated	$68,117,478.00
Federal Programs	$5,936,058.00
Special Education	$32,955,988.74
Transportation	$4,863,404.21
Telecom Access	$140,000.00
American Indian	$413,000.00
Medical Assistance	$1,200,000.00
Literacy Incentive Aid	$388,659.82
	$114,014,588.77

Restricted/Reserved:	
Staff Development	$1,361,951.58
Operating Capital	$1,990,996.31
Basic Skills & Comp Ed.	$9,379,085.44
Gifted & Talented	$115,258.00
Learning & Dev.	$1,977,552.00
Alt. Learning Ctr.	$1,245.09
LTFM	$2,403,836.17
Achiev. & Integrat.	$1,671,452.51
Safe Schools	$330,246.00
Total Restricted:	$19,231,623.10
Total General Fund:	**$133,246,211.87**

Duluth Public Schools

PROPOSED FISCAL YEAR 2026/2027 BUDGET

REVENUES	Proposed FY 2027 Budget
01 General Fund	$154,322,705.00
02 Food Service	$6,283,279.00
04 Community Service	$7,983,518.00
06 Construction	
07 Debt Service	$28,913,419.00
08 Trust (Insurance)	$305,000.00
20 Internal Service (Dent	$1,201,126.00
79 Student Activities	$523,886.00
Subtotal - Revenues	$199,532,933.00

EXPENDITURES	Proposed FY 2027 Budget
01 General Fund	$158,179,470.00
02 Food Service	$6,365,884.00
04 Community Service	$7,855,857.00
06 Construction	
07 Debt Service	$28,453,464.00
08 Trust	$285,842.00
20 Internal Service	$1,309,828.00
79 Student Activities	$438,705.00
Subtotal - Expenditures	$202,889,050.00

Dollar Change	Estimated budget reductions
-$3,856,765	$4,200,000.00
-$82,605	
$127,661	
$0	
$459,955	
$19,158	
-$108,702	
$85,181	
-$3,356,117	

FY27 Proposed Budget - Finances at a Glance

View Filters

No filters selected

$199,009,047
2027 Proposed Revenues

$202,450,346
2027 Proposed Expenses

$15,100,674
Fund Balance as of 6/30/25

$53,409,919
2027 Revenues - Local Sources

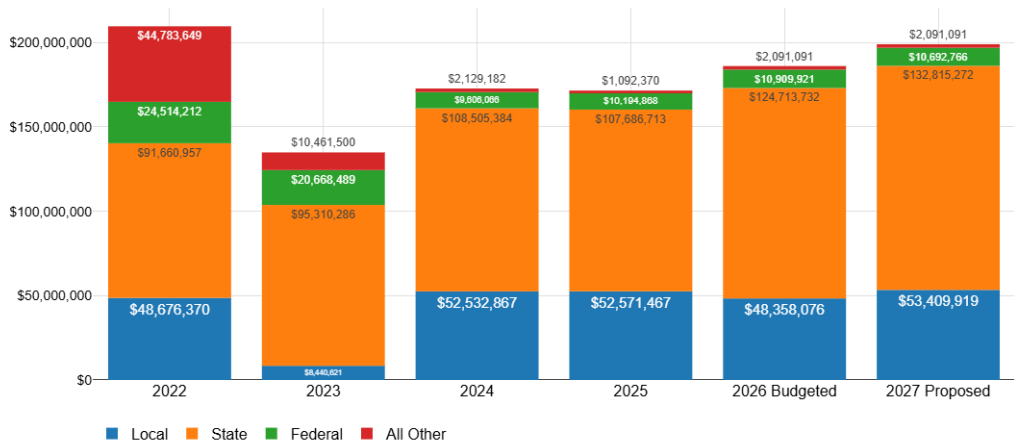
$132,815,272
2027 Revenues - State Sources

$100,551,782
2027 Expenses - Salaries

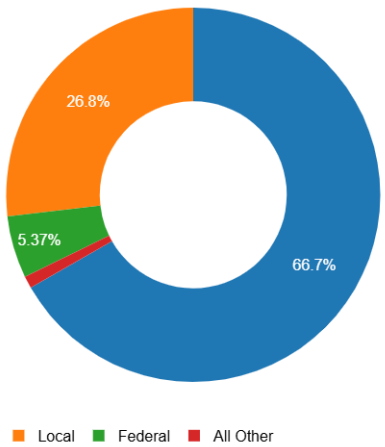
$47,284,485
2027 Expenses - Benefits

$15,785,588
FY27 Expenses - Purchased Serv.

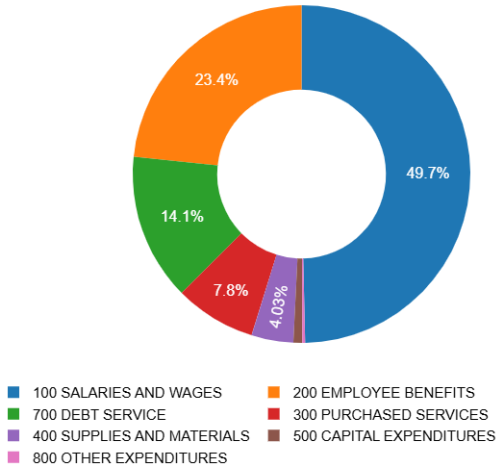
Revenues by Source



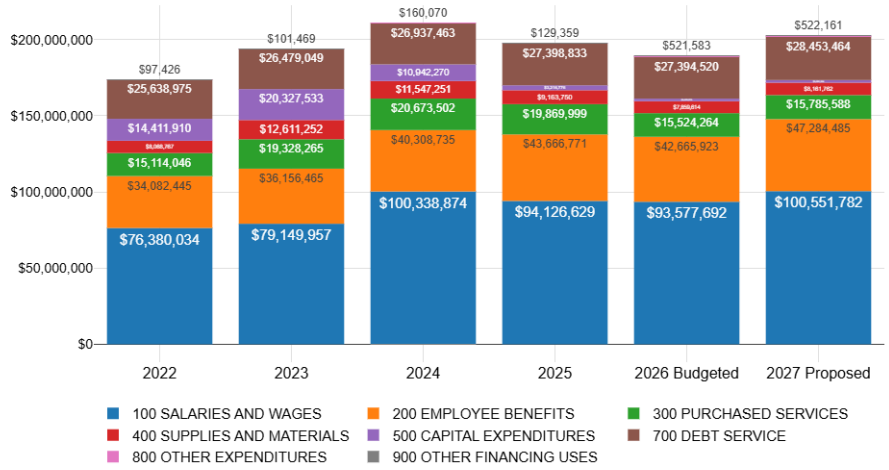
Proposed Budget Revenues by Source



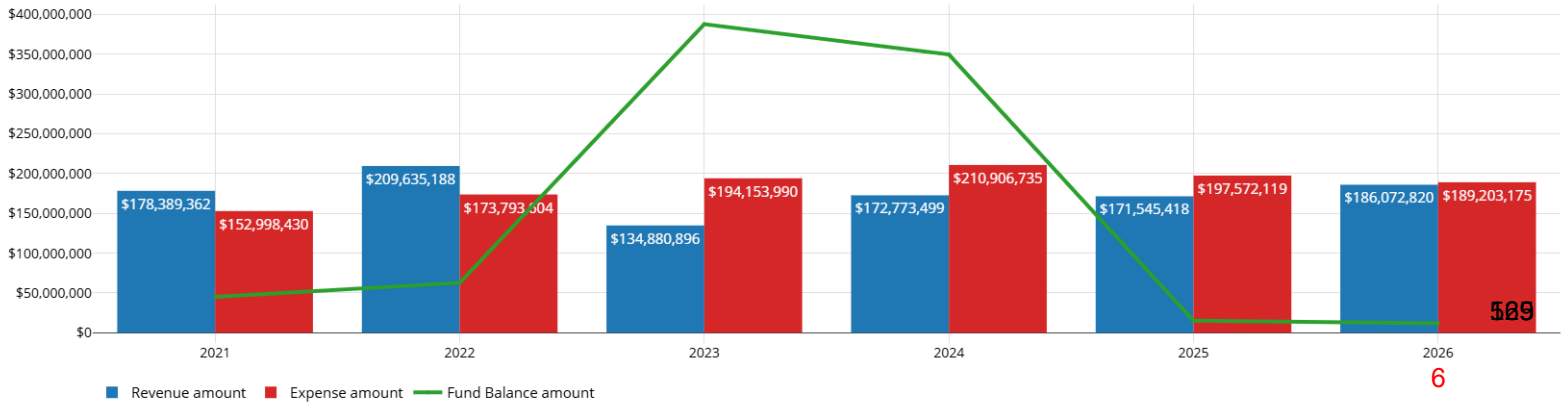
Proposed Budget Expenses by Object



Expenses by Object



Historical Revenues, Expenses and Fund Balance



FY27 Proposed Budget - Finances at a Glance

frontline education

View Filters

- Fund
  - 01 GENERAL FUND

$154,322,705
2027 Proposed Revenues

$158,179,470
2027 Proposed Expenses

$603,660
Fund Balance as of 6/30/25

$22,340,679
2027 Revenues - Local Sources

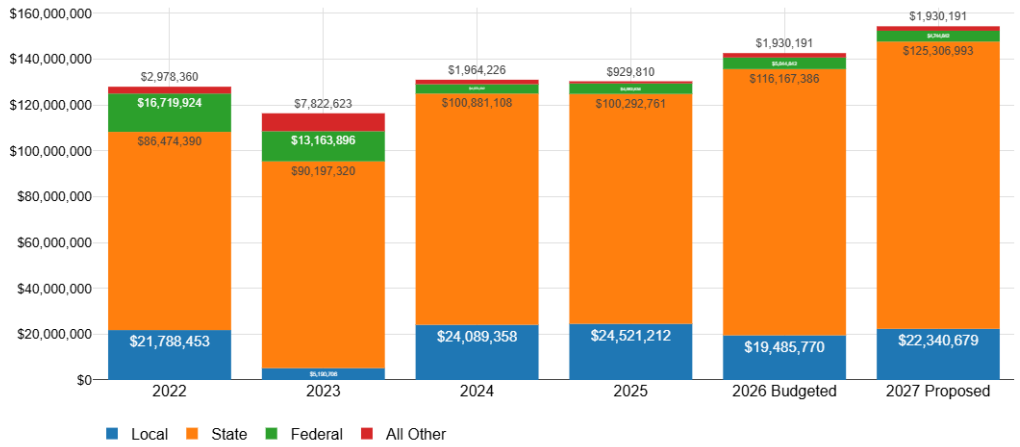
$125,306,993
2027 Revenues - State Sources

$94,424,403
2027 Expenses - Salaries

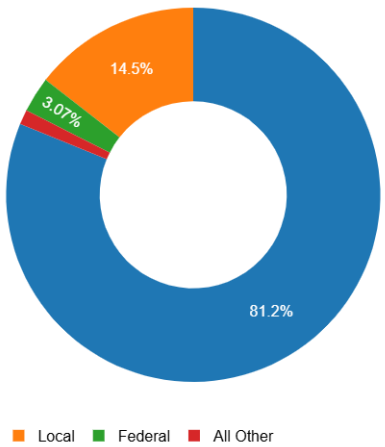
$42,390,230
2027 Expenses - Benefits

$15,164,357
FY27 Expenses - Purchased Serv.

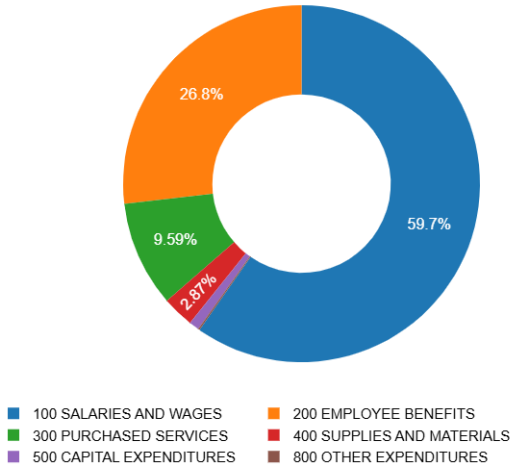
Revenues by Source



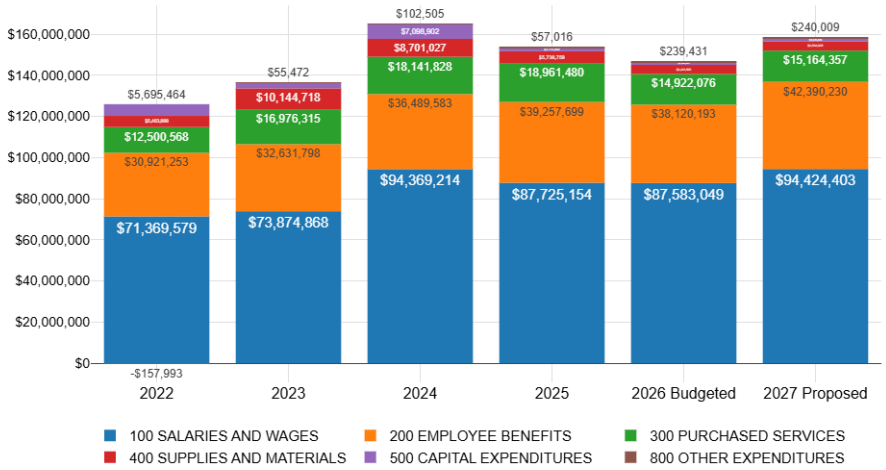
Proposed Budget Revenues by Source



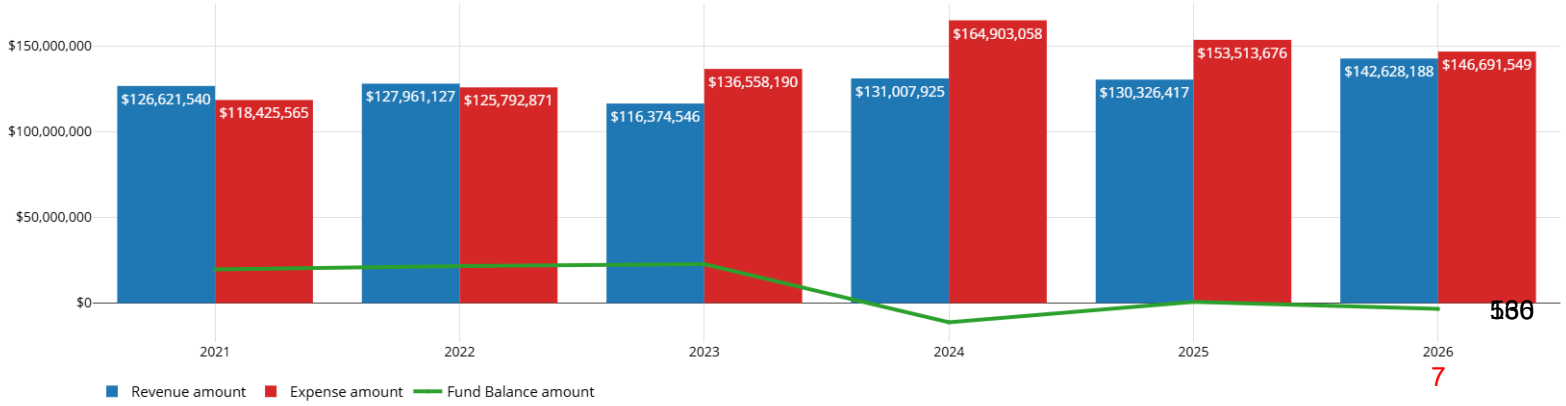
Proposed Budget Expenses by Object



Expenses by Object



Historical Revenues, Expenses and Fund Balance



FY27 Proposed Budget - Finances at a Glance

frontline education

View Filters

- Fund
  - 02 FOOD SERVICE FUND

$6,283,279
2027 Proposed Revenues

$6,365,884
2027 Proposed Expenses

$2,737,147
Fund Balance as of 6/30/25

$0
2027 Revenues - Local Sources

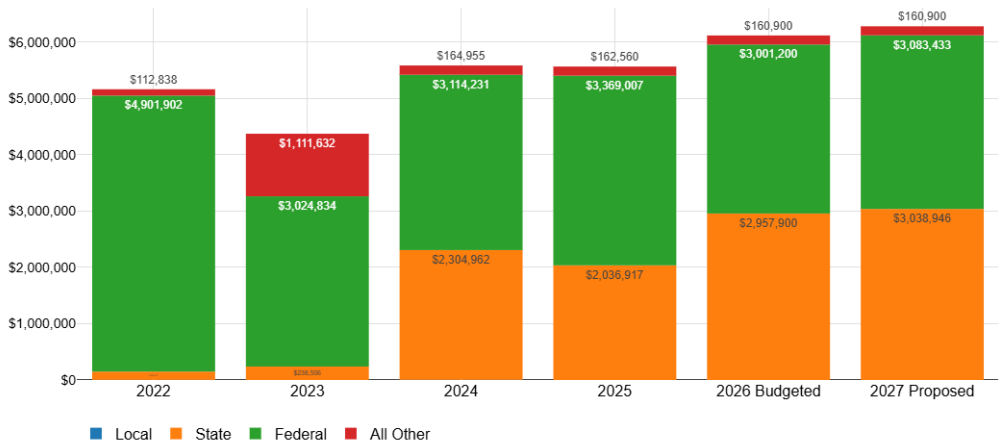
$3,038,946
2027 Revenues - State Sources

$1,784,176
2027 Expenses - Salaries

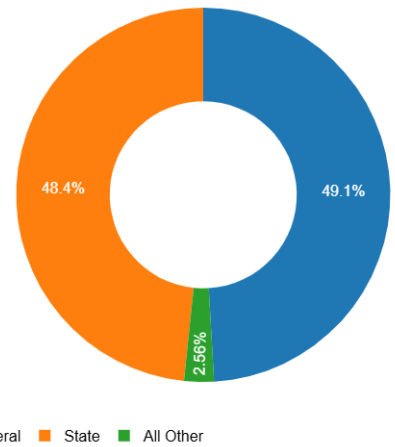
$1,064,044
2027 Expenses - Benefits

$15,700
FY27 Expenses - Purchased Serv.

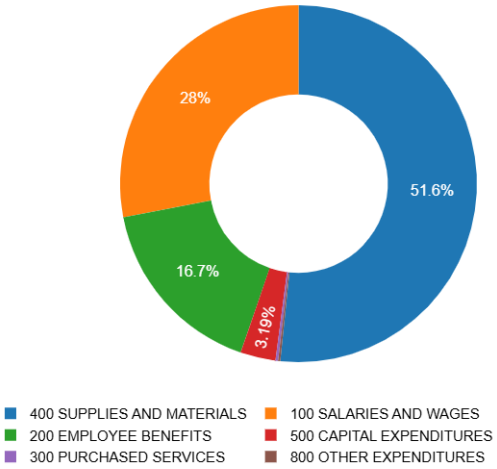
Revenues by Source



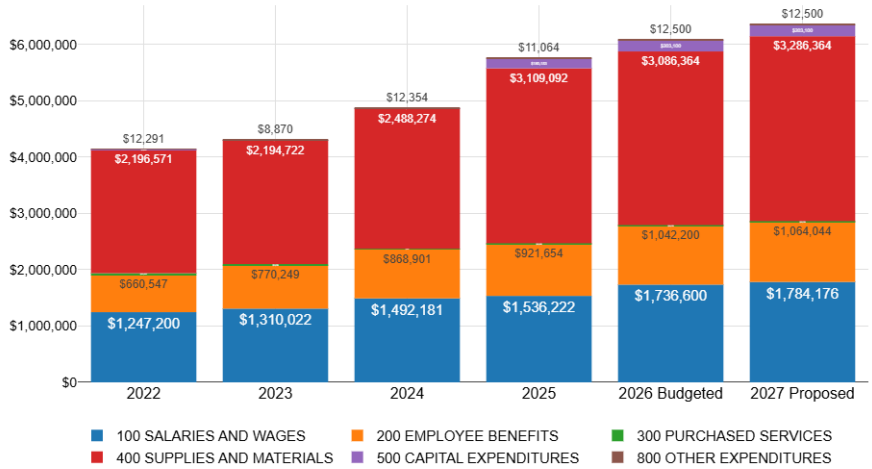
Proposed Budget Revenues by Source



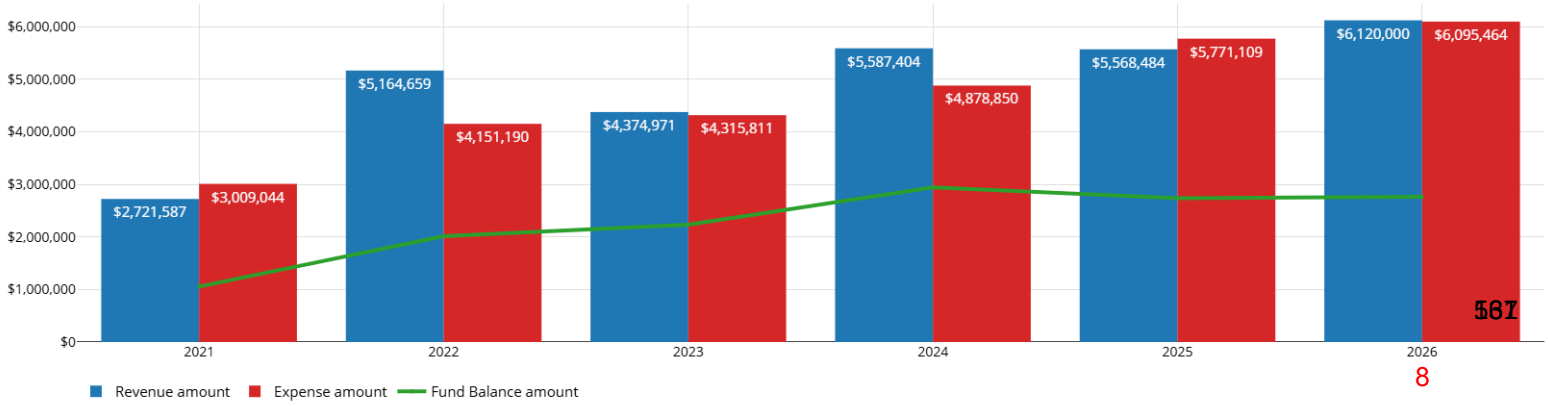
Proposed Budget Expenses by Object



Expenses by Object



Historical Revenues, Expenses and Fund Balance



FY27 Proposed Budget - Finances at a Glance

frontline education

View Filters

- Fund
  - 04 COMMUNITY SERVICE FUND

$7,983,518
2027 Proposed Revenues

$7,855,857
2027 Proposed Expenses

$805,687
Fund Balance as of 6/30/25

$1,718,954
2027 Revenues - Local Sources

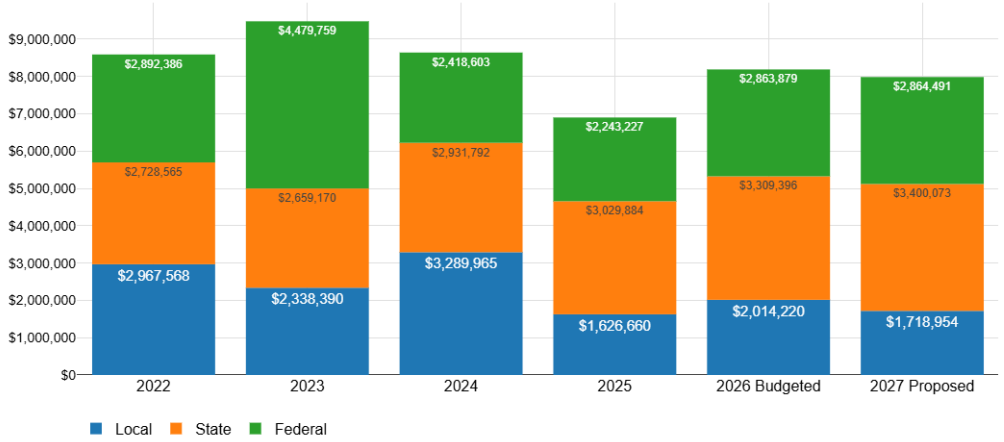
$3,400,073
2027 Revenues - State Sources

$4,343,203
2027 Expenses - Salaries

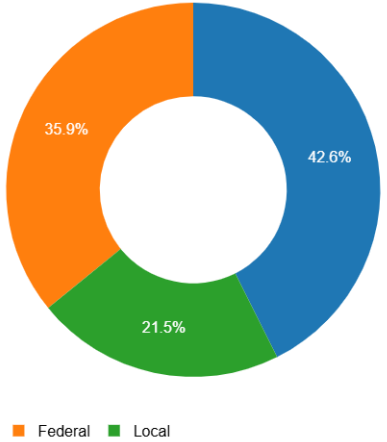
$2,317,677
2027 Expenses - Benefits

$522,396
FY27 Expenses - Purchased Serv.

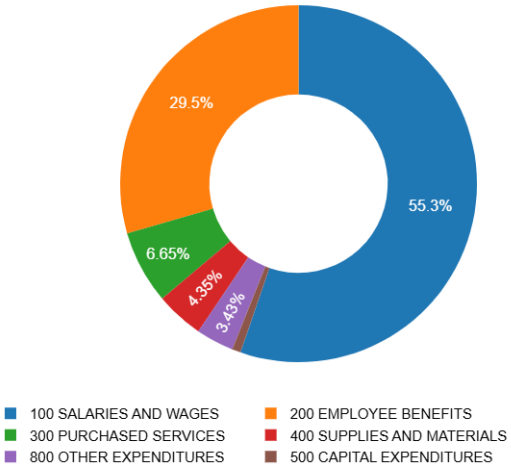
Revenues by Source



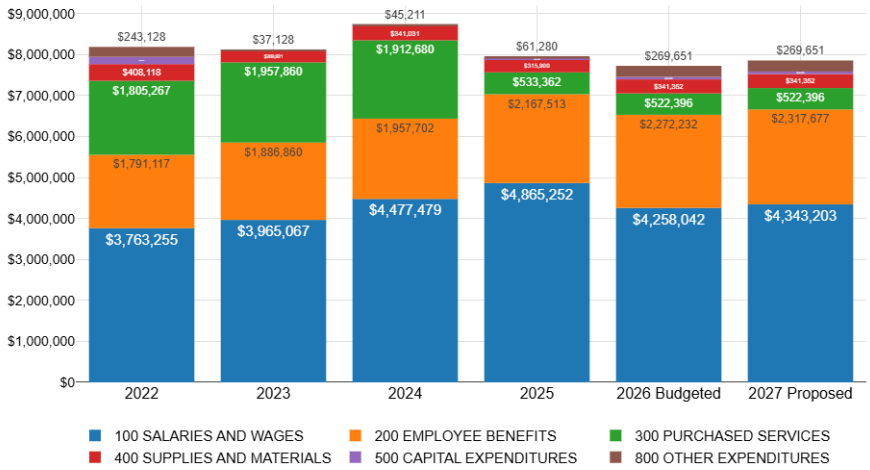
Proposed Budget Revenues by Source



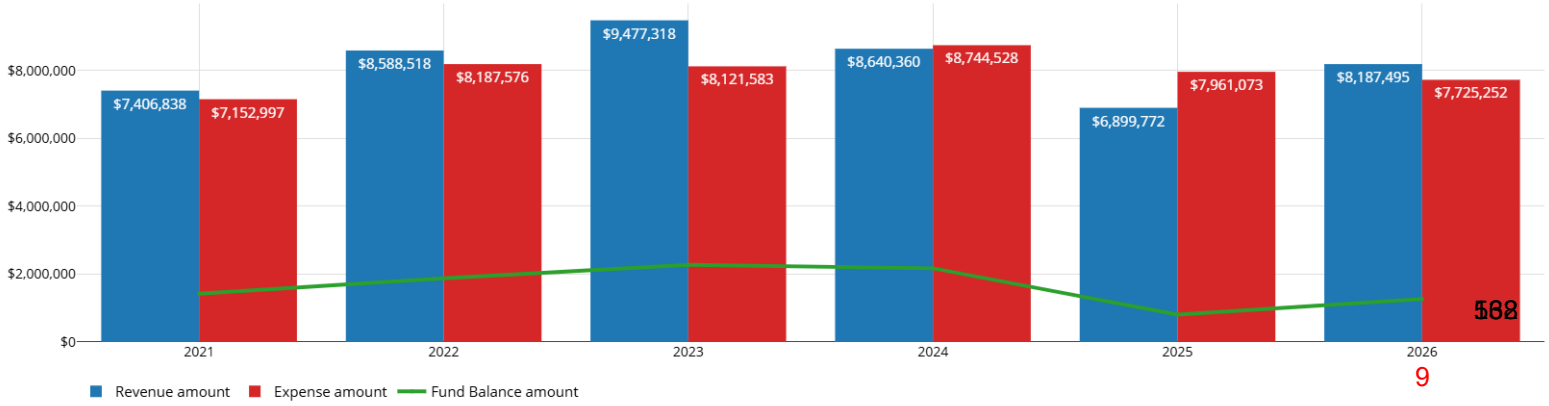
Proposed Budget Expenses by Object



Expenses by Object



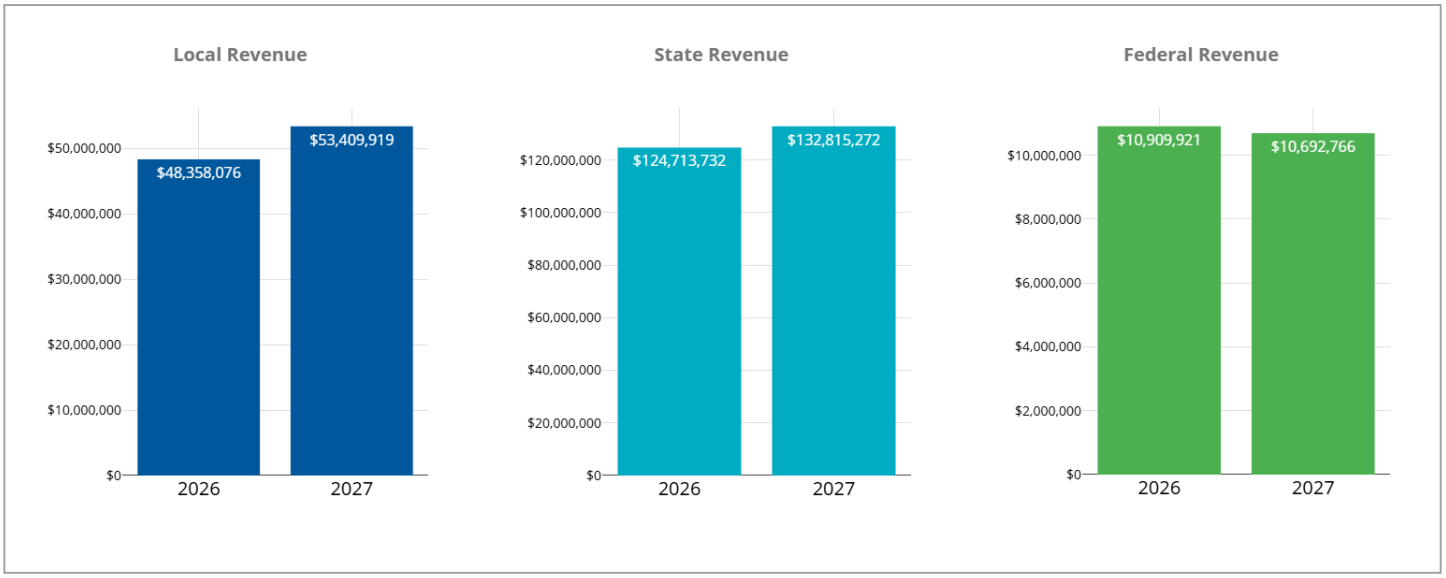
Historical Revenues, Expenses and Fund Balance



FY 2027 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue	State Revenue	Federal Revenue
$53,409,919	**$132,815,272**	**$10,692,766**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
10.45% Change from Prior Year	6.50% Change from Prior Year	-1.99% Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$42,650,307	$43,236,938	$48,062,490	11.16%	$4,825,552
Admission and Student Activities Revenue	$229,004	$0	$0	0.00%	$0
All Other Local Revenue	$9,692,156	$5,121,138	$5,347,428	4.42%	$226,290
TOTAL LOCAL REVENUE	$52,571,467	$48,358,076	$53,409,919	10.45%	$5,051,842
State Revenue					
General Education Aid	$70,826,504	$86,165,801	$88,394,735	2.59%	$6,910,674
State Aid for Special Education	$24,449,310	$26,085,315	$32,995,989	26.49%	$6,910,674
All Other State Revenue	$12,410,899	$12,462,616	$11,424,549	-8.33%	$-1,038,067
TOTAL STATE REVENUE	$107,686,713	$124,713,732	$132,815,272	6.50%	$8,101,540
Federal Revenue	$10,194,868	$10,909,921	$10,692,766	-1.99%	$-217,155
Other Revenue Sources	$1,092,370	$2,091,091	$2,091,091	0.00%	$0
TOTAL REVENUE	$171,545,418	$186,072,820	$199,009,047	6.95%	$12,936,227

FY 2027 Revenue Budget Insight:
Revenue for FY 2027 is budgeted at $199,009,047, which is a difference of $12,936,227 or 6.95% from last fiscal year. **Local** Revenue is budgeted to change by $5,051,842 to $53,409,919. **State** Revenue is budgeted to change by $8,101,540 to $132,815,272 and **Federal** Revenue is budget to change by $-217,155 to $10,692,766.

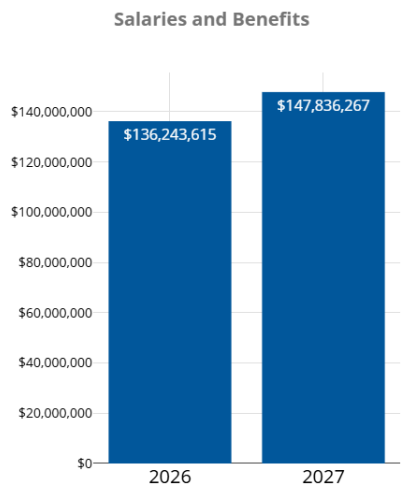
View Filters

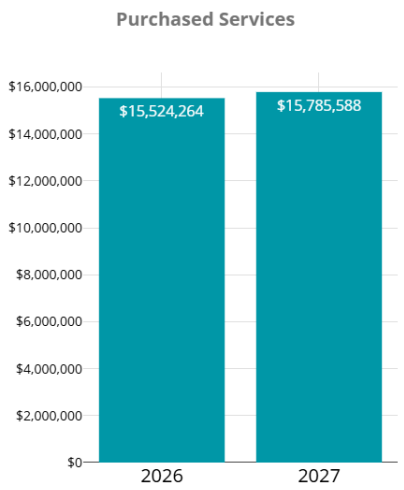
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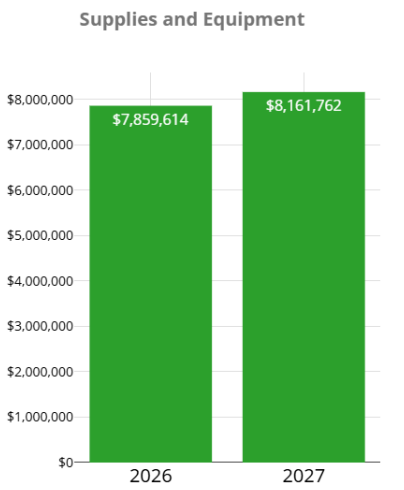
FY 2027 Budget Summary - Expense

Duluth Public School ISD 709

Salaries and Benefits	Purchased Services	Supplies and Equipment
$147,836,267	**$15,785,588**	**$8,161,762**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
8.51% Change from Prior Year	1.68% Change from Prior Year	3.84% Change from Prior Year







	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$94,126,629	$93,577,692	$100,551,782	7.45%	$6,974,090
Employee Benefits	$43,666,771	$42,665,923	$47,284,485	10.82%	$4,618,562
TOTAL SALARIES AND BENEFITS	$137,793,400	$136,243,615	$147,836,267	8.51%	$11,592,652
All Other Expenses					
Purchased Services	$19,869,999	$15,524,264	$15,785,588	1.68%	$261,324
Supplies and Materials	$9,163,750	$7,859,614	$8,161,762	3.84%	$302,148
Capital Expenditures	$3,216,776	$1,659,579	$1,691,104	1.90%	$31,525
Debt Service	$27,398,833	$27,394,520	$28,453,464	3.87%	$1,058,944
Other Expenditures	$129,359	$521,583	$522,161	0.11%	$578
Other Financing Uses	$0	$0	$0	0.00%	$0
TOTAL ALL OTHER	$59,778,718	$52,959,560	$54,614,079	3.12%	$1,654,519
TOTAL EXPENSES	$197,572,119	$189,203,175	$202,450,346	7.00%	$13,247,171

FY 2027 Expense Budget Insight:
Expense for FY 2027 is budgeted at $202,450,346, which is a difference of $13,247,171 or 7.00% from last fiscal year. **Salaries and Benefits** are budgeted to change by $11,592,652 or 8.51% to $147,836,267. **Purchased Services** are budgeted to change by $261,324 to $15,785,588 and **Supplies and Equipment** is budgeted to change by $302,148 to $8,161,762.

View Filters

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frontline education

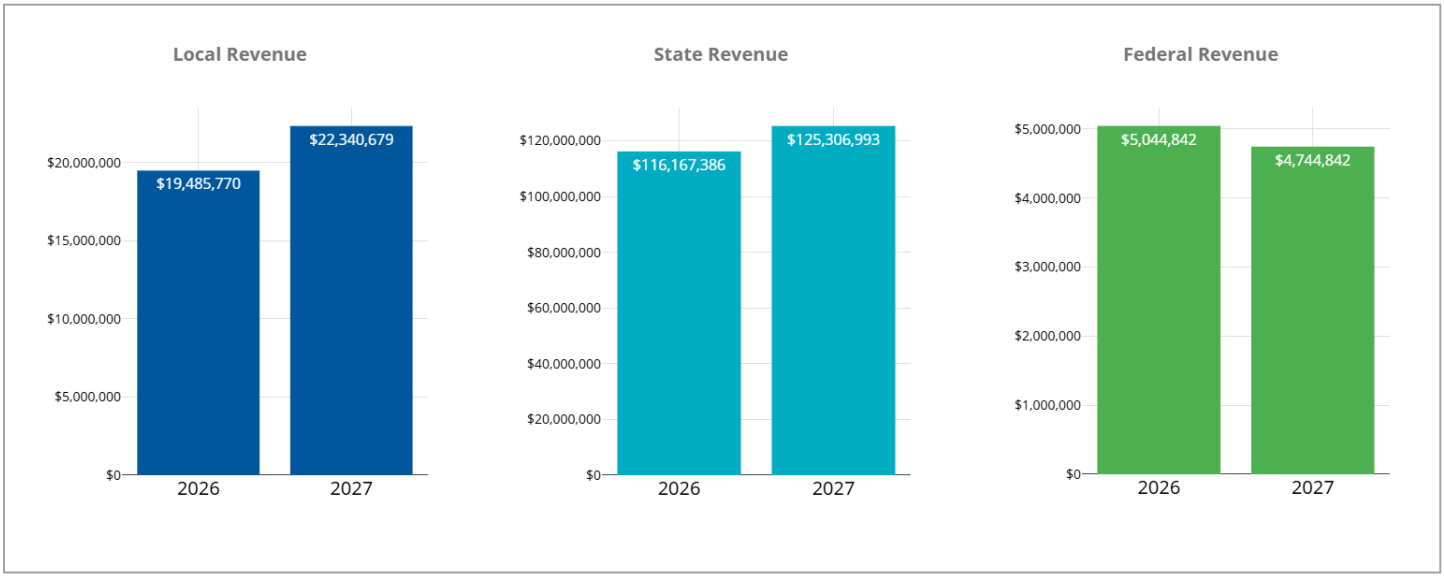
530

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FY 2027 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue	State Revenue	Federal Revenue
$22,340,679	**$125,306,993**	**$4,744,842**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
14.65% Change from Prior Year	7.87% Change from Prior Year	-5.95% Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$16,879,084	$16,656,061	$19,510,970	17.14%	$2,854,909
Admission and Student Activities Revenue	$229,004	$0	$0	0.00%	$0
All Other Local Revenue	$7,413,124	$2,829,709	$2,829,709	0.00%	$0
TOTAL LOCAL REVENUE	$24,521,212	$19,485,770	$22,340,679	14.65%	$2,854,909
State Revenue					
General Education Aid	$70,826,504	$86,165,801	$88,394,735	2.59%	$6,910,674
State Aid for Special Education	$24,449,310	$26,085,315	$32,995,989	26.49%	$6,910,674
All Other State Revenue	$5,016,946	$3,916,270	$3,916,270	0.00%	$0
TOTAL STATE REVENUE	$100,292,761	$116,167,386	$125,306,993	7.87%	$9,139,607
Federal Revenue	$4,582,634	$5,044,842	$4,744,842	-5.95%	$-300,000
Other Revenue Sources	$929,810	$1,930,191	$1,930,191	0.00%	$0
TOTAL REVENUE	$130,326,417	$142,628,188	$154,322,705	8.20%	$11,694,517

FY 2027 Revenue Budget Insight:
Revenue for FY 2027 is budgeted at $154,322,705, which is a difference of $11,694,517 or 8.20% from last fiscal year. **Local** Revenue is budgeted to change by $2,854,909 to $22,340,679. **State** Revenue is budgeted to change by $9,139,607 to $125,306,993 and **Federal** Revenue is budget to change by $-300,000 to $4,744,842.

View Filters

- Fund
  - 01 GENERAL FUND

FY 2027 Budget Summary - Expense

Duluth Public School ISD 709

Salaries and Benefits	Purchased Services	Supplies and Equipment
$136,814,633	**$15,164,357**	**$4,534,045**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
8.84% Change from Prior Year	1.62% Change from Prior Year	2.30% Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$87,725,154	$87,583,049	$94,424,403	7.81%	$6,841,354
Employee Benefits	$39,257,699	$38,120,193	$42,390,230	11.20%	$4,270,036
TOTAL SALARIES AND BENEFITS	$126,982,853	$125,703,243	$136,814,633	8.84%	$11,111,390
All Other Expenses					
Purchased Services	$18,961,480	$14,922,076	$15,164,357	1.62%	$242,281
Supplies and Materials	$5,738,759	$4,431,898	$4,534,045	2.30%	$102,148
Capital Expenditures	$1,773,568	$1,394,901	$1,426,426	2.26%	$31,525
Debt Service	$0	$0	$0	0.00%	$0
Other Expenditures	$57,016	$239,431	$240,009	0.24%	$578
Other Financing Uses	$0	$0	$0	0.00%	$0
TOTAL ALL OTHER	$26,530,823	$20,988,307	$21,364,838	1.79%	$376,531
TOTAL EXPENSES	$153,513,676	$146,691,549	$158,179,470	7.83%	$11,487,921

FY 2027 Expense Budget Insight:
Expense for FY 2027 is budgeted at $158,179,470, which is a difference of $11,487,921 or 7.83% from last fiscal year. **Salaries and Benefits** are budgeted to change by $11,111,390 or 8.84% to $136,814,633. **Purchased Services** are budgeted to change by $242,281 to $15,164,357 and **Supplies and Equipment** is budgeted to change by $102,148 to $4,534,045.

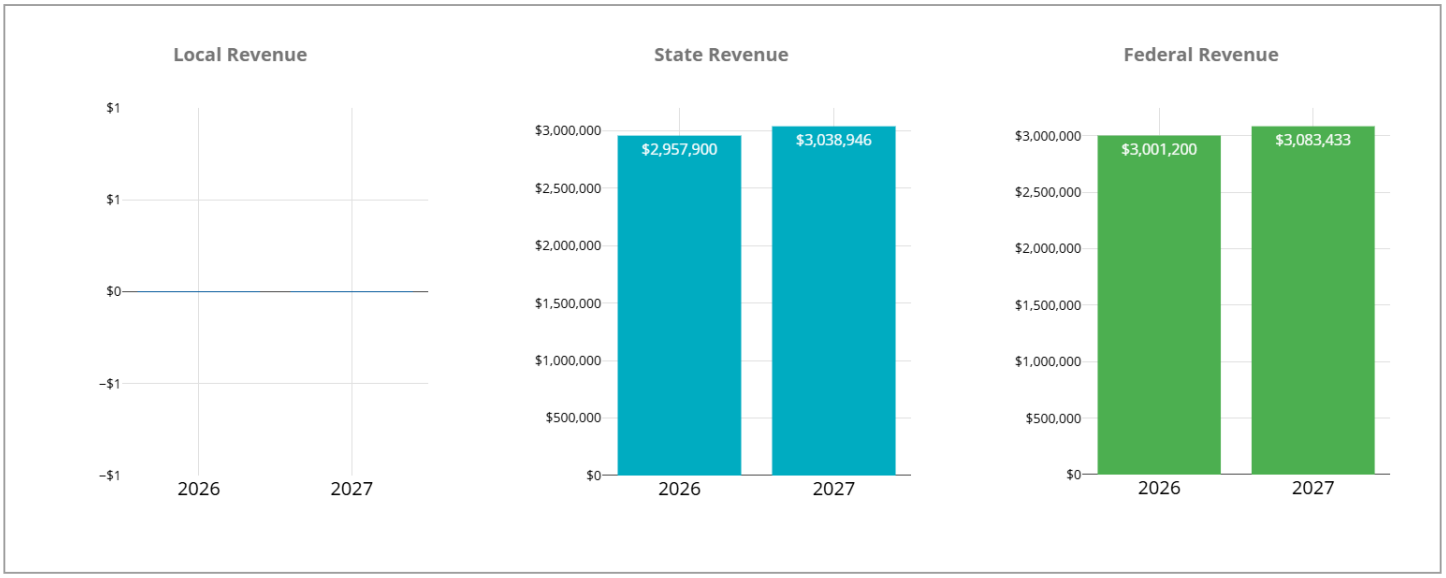
View Filters

- Fund
  - 01 GENERAL FUND

FY 2027 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue	State Revenue	Federal Revenue
$0	**$3,038,946**	**$3,083,433**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
0.00% Change from Prior Year	2.74% Change from Prior Year	2.74% Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$0	$0	$0	$0	$0
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$0	$0	$0	0.00%	$0
TOTAL LOCAL REVENUE	$0	$0	$0	0.00%	$0
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$2,036,917	$2,957,900	$3,038,946	2.74%	$81,046
TOTAL STATE REVENUE	$2,036,917	$2,957,900	$3,038,946	2.74%	$81,046
Federal Revenue	$3,369,007	$3,001,200	$3,083,433	2.74%	$82,233
Other Revenue Sources	$162,560	$160,900	$160,900	0.00%	$0
TOTAL REVENUE	$5,568,484	$6,120,000	$6,283,279	2.67%	$163,279

FY 2027 Revenue Budget Insight:
Revenue for FY 2027 is budgeted at $6,283,279, which is a difference of $163,279 or 2.67% from last fiscal year. **Local** Revenue is budgeted to change by $0 to $0. **State** Revenue is budgeted to change by $81,046 to $3,038,946 and **Federal** Revenue is budget to change by $82,233 to $3,083,433.

View Filters

- Fund
  - 02 FOOD SERVICE FUND

frontline education

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FY 2027 Budget Summary - Expense

Duluth Public School ISD 709

Salaries and Benefits	Purchased Services	Supplies and Equipment
$2,848,220	**$15,700**	**$3,286,364**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
2.50% Change from Prior Year	6.80% Change from Prior Year	6.48% Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$1,536,222	$1,736,600	$1,784,176	2.74%	$47,576
Employee Benefits	$921,654	$1,042,200	$1,064,044	2.10%	$21,844
TOTAL SALARIES AND BENEFITS	$2,457,877	$2,778,800	$2,848,220	2.50%	$69,420
All Other Expenses					
Purchased Services	$12,925	$14,700	$15,700	6.80%	$1,000
Supplies and Materials	$3,109,092	$3,086,364	$3,286,364	6.48%	$200,000
Capital Expenditures	$180,153	$203,100	$203,100	0.00%	$0
Debt Service	$0	$0	$0	$0	$0
Other Expenditures	$11,064	$12,500	$12,500	0.00%	$0
Other Financing Uses	$0	$0	$0	$0	$0
TOTAL ALL OTHER	$3,313,233	$3,316,664	$3,517,664	6.06%	$201,000
TOTAL EXPENSES	$5,771,109	$6,095,464	$6,365,884	4.44%	$270,420

FY 2027 Expense Budget Insight:
Expense for FY 2027 is budgeted at $6,365,884, which is a difference of $270,420 or 4.44% from last fiscal year. **Salaries and Benefits** are budgeted to change by $69,420 or 2.50% to $2,848,220. **Purchased Services** are budgeted to change by $1,000 to $15,700 and **Supplies and Equipment** is budgeted to change by $200,000 to $3,286,364.

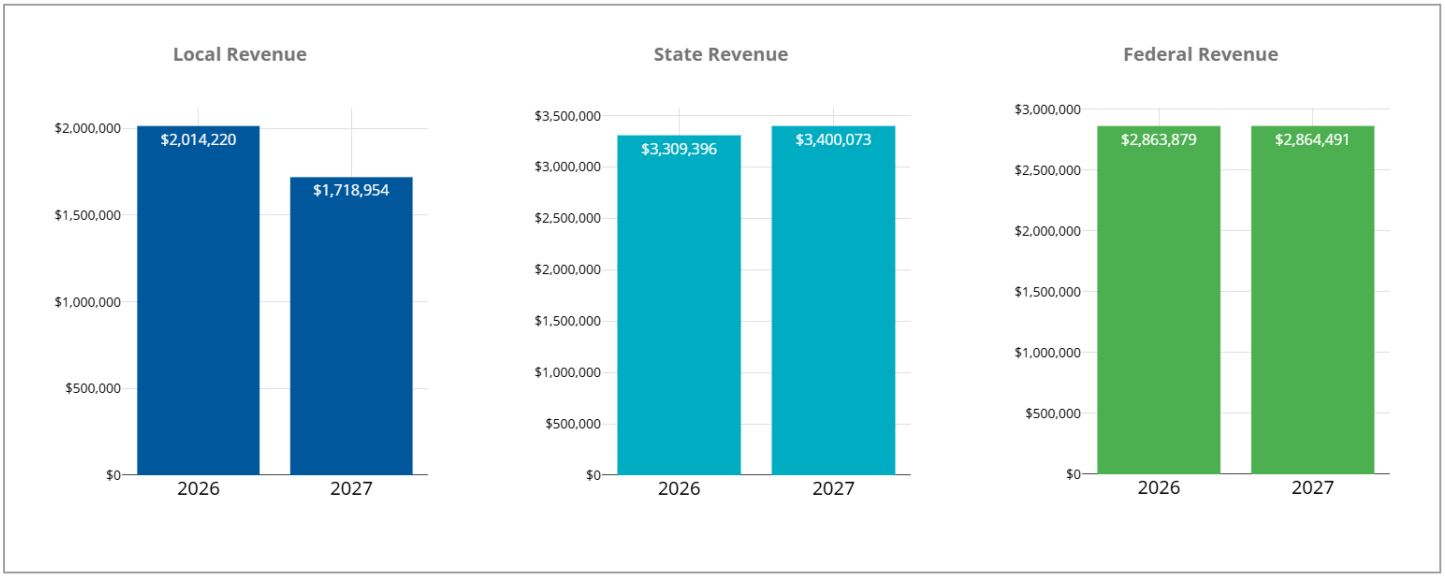
View Filters

- Fund
  - 02 FOOD SERVICE FUND

FY 2027 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue	State Revenue	Federal Revenue
$1,718,954	**$3,400,073**	**$2,864,491**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
-14.66% Change from Prior Year	2.74% Change from Prior Year	0.02% Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$825,293	$1,002,627	$707,360	-29.45%	$-295,267
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$801,368	$1,011,593	$1,011,593	0.00%	$0
TOTAL LOCAL REVENUE	$1,626,660	$2,014,220	$1,718,954	-14.66%	$-295,267
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$3,029,884	$3,309,396	$3,400,073	2.74%	$90,677
TOTAL STATE REVENUE	$3,029,884	$3,309,396	$3,400,073	2.74%	$90,677
Federal Revenue	$2,243,227	$2,863,879	$2,864,491	0.02%	$612
Other Revenue Sources	$0	$0	$0	0.00%	$0
TOTAL REVENUE	$6,899,772	$8,187,495	$7,983,518	-2.49%	$-203,977

FY 2027 Revenue Budget Insight:
Revenue for FY 2027 is budgeted at $7,983,518, which is a difference of $-203,977 or -2.49% from last fiscal year. **Local** Revenue is budgeted to change by $-295,267 to $1,718,954. **State** Revenue is budgeted to change by $90,677 to $3,400,073 and **Federal** Revenue is budget to change by $612 to $2,864,491.

View Filters

- Fund
  - 04 COMMUNITY SERVICE FUND

FY 2027 Budget Summary - Expense

Duluth Public School ISD 709

Salaries and Benefits	Purchased Services	Supplies and Equipment
$6,660,880	**$522,396**	**$341,352**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
2.00% Change from Prior Year	0.00% Change from Prior Year	0.00% Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$4,865,252	$4,258,042	$4,343,203	2.00%	$85,161
Employee Benefits	$2,167,513	$2,272,232	$2,317,677	2.00%	$45,445
TOTAL SALARIES AND BENEFITS	$7,032,766	$6,530,274	$6,660,880	2.00%	$130,605
All Other Expenses					
Purchased Services	$533,362	$522,396	$522,396	0.00%	$0
Supplies and Materials	$315,900	$341,352	$341,352	0.00%	$0
Capital Expenditures	$17,766	$61,578	$61,578	0.00%	$0
Debt Service	$0	$0	$0	$0	$0
Other Expenditures	$61,280	$269,651	$269,651	0.00%	$0
Other Financing Uses	$0	$0	$0	$0	$0
TOTAL ALL OTHER	$928,308	$1,194,978	$1,194,978	0.00%	$0
TOTAL EXPENSES	$7,961,073	$7,725,252	$7,855,857	1.69%	$130,605

FY 2027 Expense Budget Insight:
Expense for FY 2027 is budgeted at $7,855,857, which is a difference of $130,605 or 1.69% from last fiscal year. **Salaries and Benefits** are budgeted to change by $130,605 or 2.00% to $6,660,880. **Purchased Services** are budgeted to change by $0 to $522,396 and **Supplies and Equipment** is budgeted to change by $0 to $341,352.

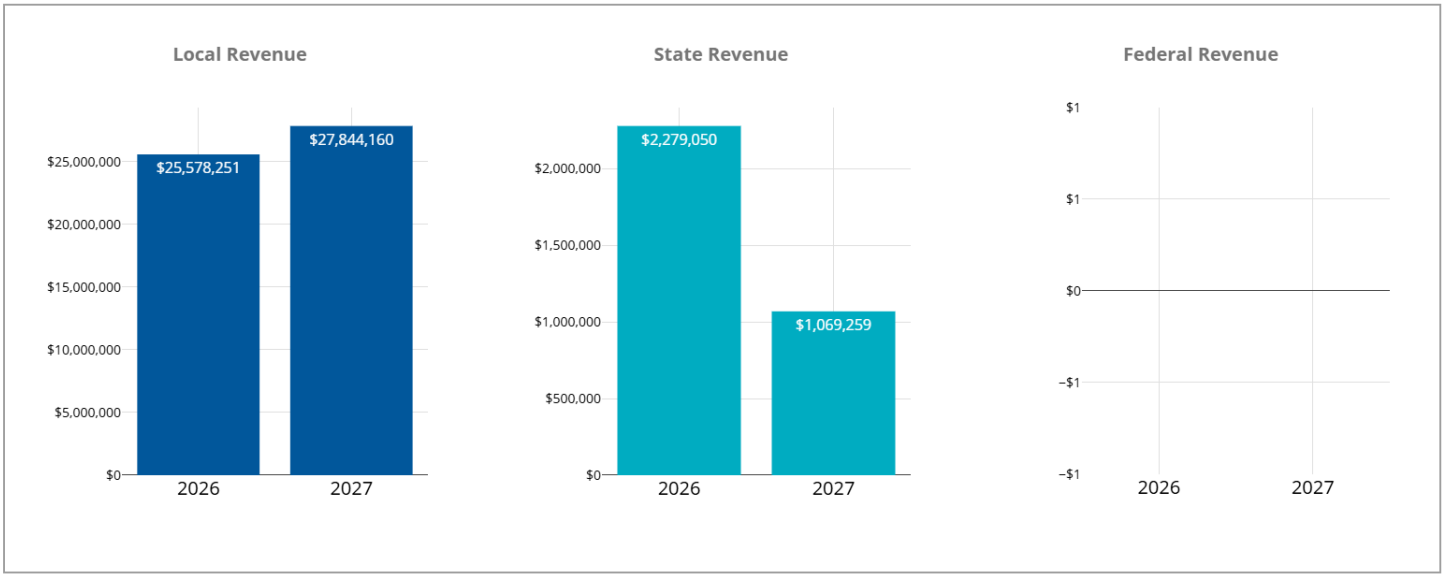
View Filters

- Fund
  - 04 COMMUNITY SERVICE FUND

FY 2027 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue	State Revenue	Federal Revenue
$27,844,160	**$1,069,259**	**$0**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
8.86% Change from Prior Year	-53.08% Change from Prior Year	0.00% Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$24,945,930	$25,578,251	$27,844,160	8.86%	$2,265,909
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$300,765	$0	$0	0.00%	$0
TOTAL LOCAL REVENUE	$25,246,695	$25,578,251	$27,844,160	8.86%	$2,265,909
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$2,327,151	$2,279,050	$1,069,259	-53.08%	$-1,209,791
TOTAL STATE REVENUE	$2,327,151	$2,279,050	$1,069,259	-53.08%	$-1,209,791
Federal Revenue	$0	$0	$0	0.00%	$0
Other Revenue Sources	$0	$0	$0	0.00%	$0
TOTAL REVENUE	$27,573,846	$27,857,301	$28,913,419	3.79%	$1,056,118

FY 2027 Revenue Budget Insight:
Revenue for FY 2027 is budgeted at $28,913,419, which is a difference of $1,056,118 or 3.79% from last fiscal year. **Local** Revenue is budgeted to change by $2,265,909 to $27,844,160. **State** Revenue is budgeted to change by $-1,209,791 to $1,069,259 and **Federal** Revenue is budget to change by $0 to $0.

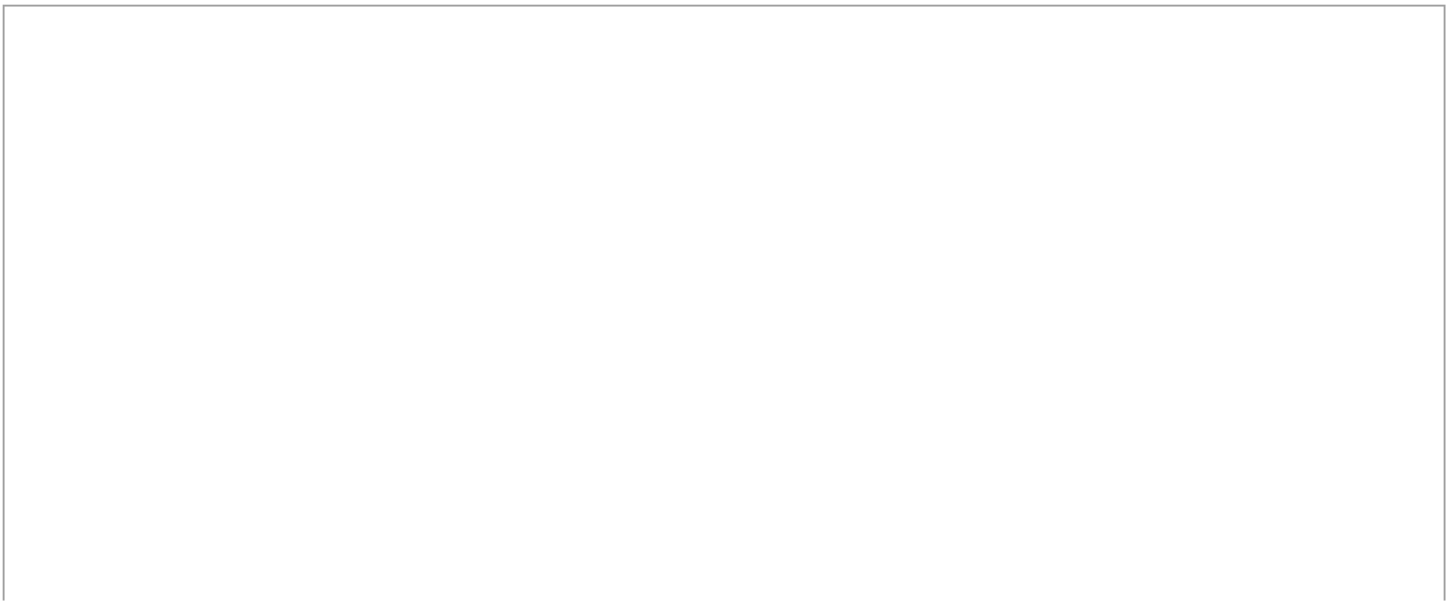
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- Fund
  - 07 DEBT SERVICE FUND

FY 2027 Budget Summary - Expense

Duluth Public School ISD 709

Salaries and Benefits	Purchased Services	Supplies and Equipment
$0	**$0**	**$0**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
$0 Change from Prior Year	$0 Change from Prior Year	$0 Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$0	$0	$0	$0	$0
Employee Benefits	$0	$0	$0	$0	$0
TOTAL SALARIES AND BENEFITS	$0	$0	$0	$0	$0
All Other Expenses					
Purchased Services	$0	$0	$0	$0	$0
Supplies and Materials	$0	$0	$0	$0	$0
Capital Expenditures	$0	$0	$0	$0	$0
Debt Service	$27,398,833	$27,394,520	$28,453,464	3.87%	$1,058,944
Other Expenditures	$0	$0	$0	$0	$0
Other Financing Uses	$0	$0	$0	0.00%	$0
TOTAL ALL OTHER	$27,398,833	$27,394,520	$28,453,464	3.87%	$1,058,944
TOTAL EXPENSES	$27,398,833	$27,394,520	$28,453,464	3.87%	$1,058,944

FY 2027 Expense Budget Insight:
Expense for FY 2027 is budgeted at $28,453,464, which is a difference of $1,058,944 or 3.87% from last fiscal year. **Salaries and Benefits** are budgeted to change by $0 or $0 to $0. **Purchased Services** are budgeted to change by $0 to $0 and **Supplies and Equipment** is budgeted to change by $0 to $0.

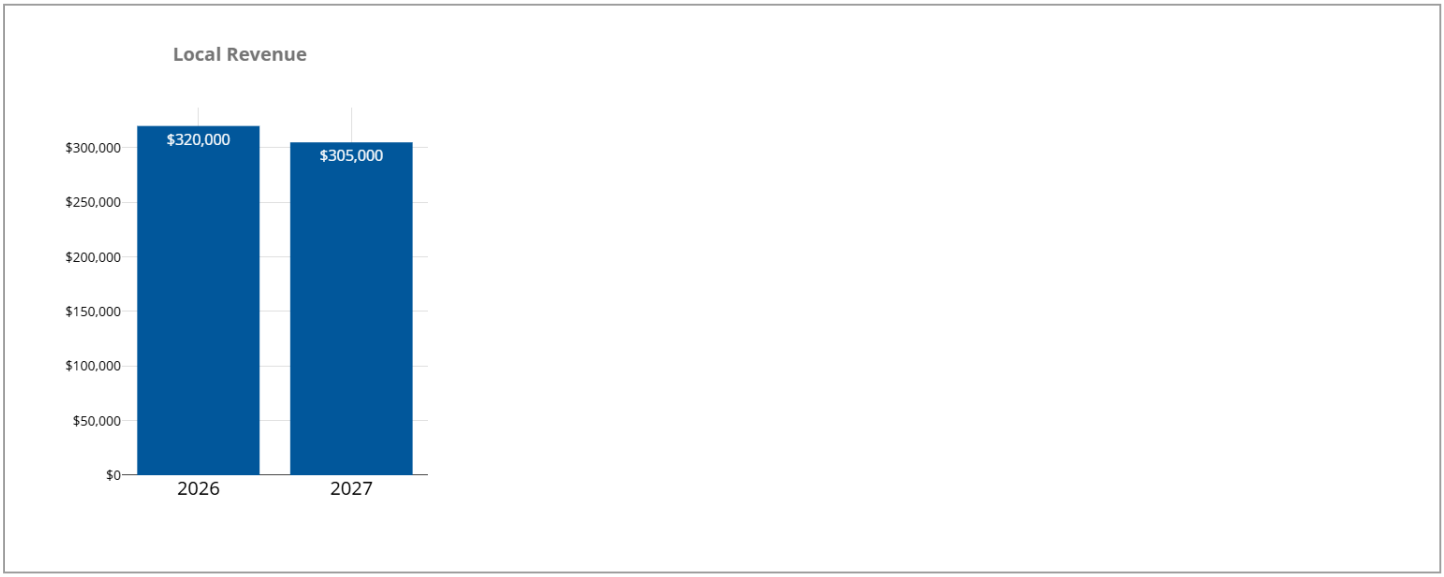
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- Fund
  - 07 DEBT SERVICE FUND

FY 2027 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue	State Revenue	Federal Revenue
$305,000	**$0**	**$0**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
-4.69% Change from Prior Year	$0 Change from Prior Year	$0 Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$0	$0	$0	$0	$0
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$2,209	$320,000	$305,000	-4.69%	$-15,000
TOTAL LOCAL REVENUE	$2,209	$320,000	$305,000	-4.69%	$-15,000
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$0	$0	$0	$0	$0
TOTAL STATE REVENUE	$0	$0	$0	$0	$0
Federal Revenue	$0	$0	$0	$0	$0
Other Revenue Sources	$0	$0	$0	$0	$0
TOTAL REVENUE	$2,209	$320,000	$305,000	-4.69%	$-15,000

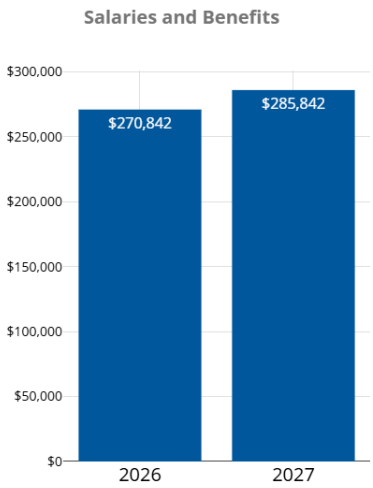
FY 2027 Revenue Budget Insight:
Revenue for FY 2027 is budgeted at $305,000, which is a difference of $-15,000 or -4.69% from last fiscal year. **Local** Revenue is budgeted to change by $-15,000 to $305,000. **State** Revenue is budgeted to change by $0 to $0 and **Federal** Revenue is budget to change by $0 to $0.

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- Fund
  - 08 TRUST FUND

FY 2027 Budget Summary - Expense

Duluth Public School ISD 709

Salaries and Benefits	Purchased Services	Supplies and Equipment
$285,842	**$0**	**$0**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
5.54% Change from Prior Year	$0 Change from Prior Year	$0 Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$0	$0	$0	$0	$0
Employee Benefits	$0	$270,842	$285,842	5.54%	$15,000
TOTAL SALARIES AND BENEFITS	$0	$270,842	$285,842	5.54%	$15,000
All Other Expenses					
Purchased Services	$0	$0	$0	$0	$0
Supplies and Materials	$0	$0	$0	$0	$0
Capital Expenditures	$0	$0	$0	$0	$0
Debt Service	$0	$0	$0	$0	$0
Other Expenditures	$0	$0	$0	0.00%	$0
Other Financing Uses	$0	$0	$0	$0	$0
TOTAL ALL OTHER	$0	$0	$0	0.00%	$0
TOTAL EXPENSES	$0	$270,842	$285,842	5.54%	$15,000

FY 2027 Expense Budget Insight:
Expense for FY 2027 is budgeted at $285,842, which is a difference of $15,000 or 5.54% from last fiscal year. **Salaries and Benefits** are budgeted to change by $15,000 or 5.54% to $285,842. **Purchased Services** are budgeted to change by $0 to $0 and **Supplies and Equipment** is budgeted to change by $0 to $0.

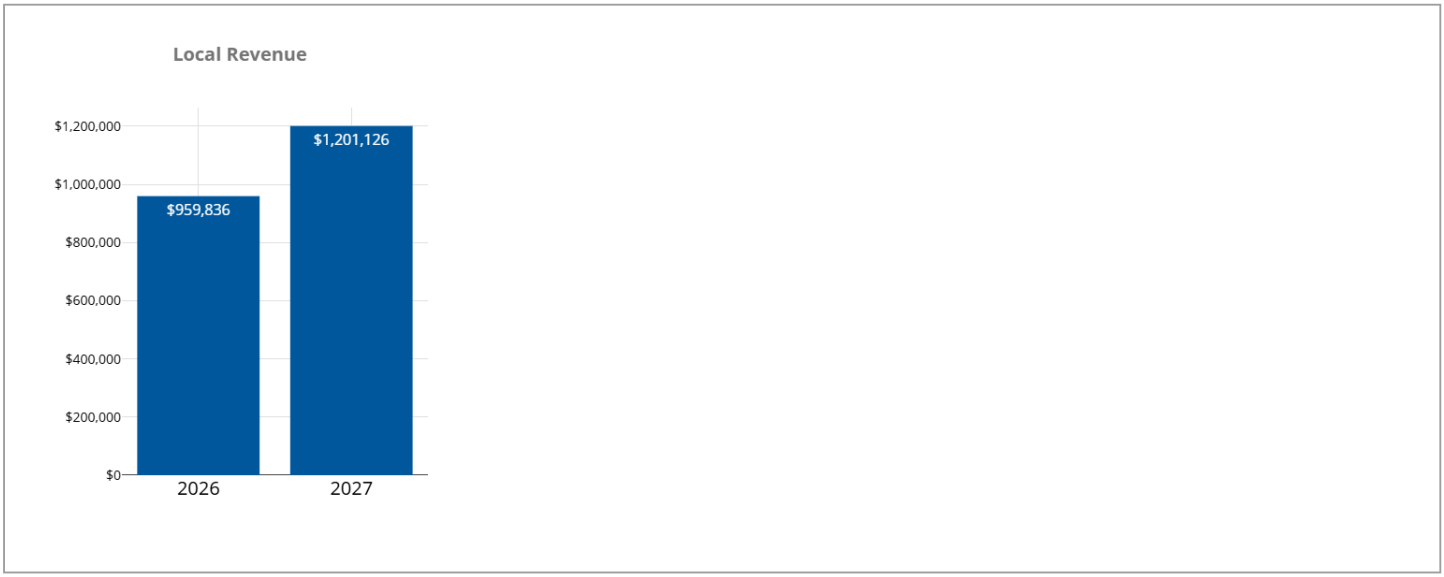
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- Fund
  - 08 TRUST FUND

FY 2027 Budget Summary - Revenue

Duluth Public School ISD 709

Local Revenue	State Revenue	Federal Revenue
$1,201,126	**$0**	**$0**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
25.14% Change from Prior Year	$0 Change from Prior Year	$0 Change from Prior Year



	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$0	$0	$0	$0	$0
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$1,174,691	$959,836	$1,201,126	25.14%	$241,290
TOTAL LOCAL REVENUE	$1,174,691	$959,836	$1,201,126	25.14%	$241,290
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$0	$0	$0	$0	$0
TOTAL STATE REVENUE	$0	$0	$0	$0	$0
Federal Revenue	$0	$0	$0	$0	$0
Other Revenue Sources	$0	$0	$0	$0	$0
TOTAL REVENUE	$1,174,691	$959,836	$1,201,126	25.14%	$241,290

FY 2027 Revenue Budget Insight:
Revenue for FY 2027 is budgeted at $1,201,126, which is a difference of $241,290 or 25.14% from last fiscal year. **Local** Revenue is budgeted to change by $241,290 to $1,201,126. **State** Revenue is budgeted to change by $0 to $0 and **Federal** Revenue is budget to change by $0 to $0.

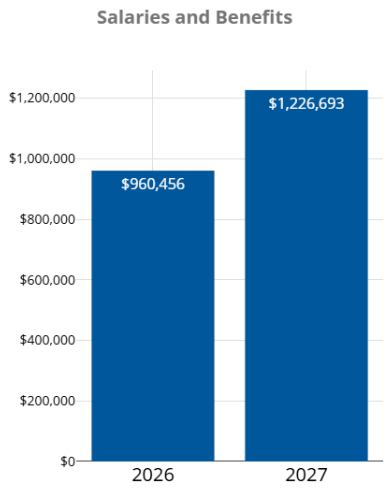
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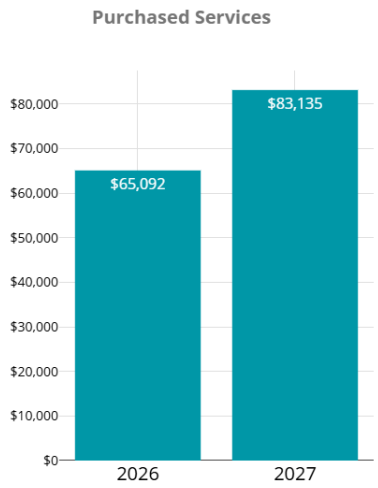
- Fund
  - 20 INTERNAL SERVICE FUND

FY 2027 Budget Summary - Expense

Duluth Public School ISD 709

Salaries and Benefits	Purchased Services	Supplies and Equipment
$1,226,693	**$83,135**	**$0**
FY 2027 Budgeted	FY 2027 Budgeted	FY 2027 Budgeted
27.72% Change from Prior Year	27.72% Change from Prior Year	$0 Change from Prior Year





	FY2025 Actuals	FY2026 Budget	FY2027 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$0	$0	$0	$0	$0
Employee Benefits	$1,319,905	$960,456	$1,226,693	27.72%	$266,237
TOTAL SALARIES AND BENEFITS	$1,319,905	$960,456	$1,226,693	27.72%	$266,237
All Other Expenses					
Purchased Services	$67,183	$65,092	$83,135	27.72%	$18,043
Supplies and Materials	$0	$0	$0	$0	$0
Capital Expenditures	$0	$0	$0	$0	$0
Debt Service	$0	$0	$0	$0	$0
Other Expenditures	$0	$0	$0	$0	$0
Other Financing Uses	$0	$0	$0	$0	$0
TOTAL ALL OTHER	$67,183	$65,092	$83,135	27.72%	$18,043
TOTAL EXPENSES	$1,387,088	$1,025,548	$1,309,828	27.72%	$284,280

FY 2027 Expense Budget Insight:
Expense for FY 2027 is budgeted at $1,309,828, which is a difference of $284,280 or 27.72% from last fiscal year. **Salaries and Benefits** are budgeted to change by $266,237 or 27.72% to $1,226,693. **Purchased Services** are budgeted to change by $18,043 to $83,135 and **Supplies and Equipment** is budgeted to change by $0 to $0.

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DEPARTMENT OF EDUCATION

2026 Legislative Session Update

School Finance and Government Relations | Summer 2026

Agenda

- Legislative Session Overview
- School Finance Changes and Update
- Policy and Other Funding

2026 Session Overview

- 2024 Election – Split House
- Start of 2026 Legislative Session
  - House
  - Senate
- End of Legislative Session

DEPARTMENT OF EDUCATION

School Finance

Compensatory Revenue

- For Fiscal Year 2027 (FY27) only, Compensatory Revenue will be calculated using the following formula components:
- The greater of:
  - The direct certification only formula enacted in the 2023 legislative session
  - Prorated FY26 revenue adjusted for fall enrollment
- The entitlement for FY27 is based on the February 2026 forecast plus $10 million investment from the 2026 legislature
- Extends 40% building allocation requirement to FY28.
- District runs are available. Site runs are being created and a spreadsheet will be posted on the school finance web page with calculation details

Chapter 117

Permanent School Trust Fund

- A November election will ask voters to consider a constitutional amendment to allow an increase to be paid from the permanent school trust fund (PSTF) to schools, districts, and charters and increasing the statutory distribution amount up to 4.5%.
  - Tribally-Controlled Schools would see future increased appropriations from PSTF if constitutional amendment is passed on the ballot in November.

Chapter 114

Other School Finance Items

- Capital operating revenue usages expanded to pay utility service costs.
- School district fund transfers from building construction fund to the reserved account for operating capital for: West St. Paul-Mendota Heights-Eagan and Maple Lake.
- Forecast adjustments.

Chapter 109

Seasonal Tax Base Replacement Aid

- New school district aid stream to reduce a portion of voter approved operating referendum in districts with seasonal recreational property.
- One-year FY27 aid of $2.542M for onetime district seasonal tax base replacement aid.

Chapter 128

School Finance Updates

- Summer-term unemployment funding
- English-Learner Cross Subsidy Adjustment
- Literacy Aid
- Cybersecurity & Security Grants round 2

**These items did not end up in any final legislation*

DEPARTMENT OF EDUCATION

Policy and Other Funding

Student and School Safety (1)

- Anonymous Threat Reporting System requirements. By June 30, 2027, the board of a school district or charter school must adopt a policy at a school board meeting to implement the use of an anonymous threart reporting system, and inform MDE which of the following options the board selected:
  - Local anoynmous threat reporting system;
  - Used and promoted the statewide system; or
  - Neither implemented a local anonymous threat reporting system nor used and promoted the statewide system.
- MDE will annually report to the legislature beginning January 15, 2028, the list of districts and charter schools that reported their selection and the selection type.
- Schools electing to use a reporting system must implement either the local or the statewide anonymous threat reporting system by July 1, 2028.

Chapter 117

Student and School Safety (2)

- Anonymous Threat Reporting System Grants funded at $4,000,000 one-time in FY 27; administered by the Minnesota Department of Public Safety (DPS).
  - Grants available up to $10,000 per district; and up to $2,500 per charter, nonpublic, and Tribally-Controlled school.
  - Funds may be used to fund expenses associated with the development, purchase, implementation, operation, and maintenance of an anonymous threat reporting system, and including staff compensation.
- Bureau of Criminal Apprehension (BCA) receives $1,000,000 for staffing and operating costs related to threat assessment and investigation.

Chapter 117

Student and School Safety (3)

- Mobile Crisis Grants funded at $3,800,000 one-time. Available in FY 27 and dollars able to be expended until June 30, 2029
- School-Linked Behavioral Health Grants funded at $12,500,000 one time. Available in FY 27 and dollars able to be expended until June 30, 2029

Chapter 127

Student and School Safety (4)

- Grooming Prevention and Criminal Laws
  - The Professional Educators Licensing and Standards Board (PELSB) granted authority to suspend or revoke teacher's license for license holders convicted of grooming.
  - Requires local police departments and county sheriffs to notify the appropriate statewide staff licensing agency whenever a licensed educator is charged with certain crimes, including grooming.
  - Adds grooming as a felony in the criminal sexual conduct statute, with new provisions addressing cases involving school employees.
  - Department of Children, Youth, and Families, in consultation with MDE, must update mandated reporter training to reflect grooming.
  - Appropriations to MDE: $1,450,000 annually to increase investigator capacity of Student Maltreatment Program (SMP) team.

Chapter 108

READ Act (1)

- Definition of literacy specialist amended to clarify that district literacy specialist can be any teacher license holder.
- Definition of oral language amended to clarify "oral language" includes "expressive" and "receptive" languages.
- Defines "parent" within the paremeters of Read Act statute to mean "parent or legal guardian".
- Screening statute repetitive language removed, English Learner dyslexia screening modified to align with vendor assessment guidelines.
- Makes clear that students not reading at grade level in grades 4 and above must continue to be annually screened and their parents notified.

Chapter 125

READ Act (2)

- Local literacy plans, beginning school year (SY) 2026-27, must include information on how schools will use library media centers to complement foundational reading skills.
- Student literacy screening accommodations must be aligned to student's documented accommodation plan.
- Hours of instruction reduction for Read Act professional development time extended to SY 2026-27; early childhood educator candidates exempt from additional training if graduated after certain date.
- Accessibility standards codified for professional development and curricular resources.
- MDE Ongoing review of literacy materials requirements.

Chapter 125

Statewide Office of Inspector General (impact to MDE)

- Shifts MDE OIG team to statewide OIG but maintains all team members at MDE to continue working on education matters.
- Maintains sanction authority under MDE and updates language.
- Funding to MDE for data sharing preparation related to statewide OIG.
  - $262K in FY27, $348K in FY28, $348K in FY29

Chapter 92

Other Policy Items

- Local education agencies (LEAs) can issue High School Diploma for Veterans of Korean and Vietnam wars.
- Teacher prep programs must require supervised early literacy field experience.

Chapter 125

- Highly qualified paraprofessionals: LEAs can use a competency grid to verfiy the qualifications of paraprofessionals, including those in a Title I-A funded program.
  - MDE will release guidance for schools on how to validate these competencies by Aug. 1, 2026.

*Chapter 107, Chapter 109 **(same language)***

Other Policy and Funding Items

- Requires each district operating a school-age community education program to give enrollment priority to children in foster care. Allows a district to require a letter or documentation verifying that a child is in foster care.

Chapter 127

- Gender-neutral single-user restroom grant expenditure period extended to the end of FY29, and MDE reporting deadlines changed.

Chapter 109

Bonding Bills

- Library Construction Grants funded at $2,000,000. Available to public library jurisdictions for renovation, construction and improvement projects that result in more accessible library facilities.
- East Grand Forks Education Learning Center Grant funded at $6,500,000. Grant dollars to be used to predesign, design, construct, renovate, furnish, and equip a regional education learning center to serve students in a Level 4 regional special education program.

Chapter 130

- Lower Sioux Indian Community Dakota Language immersion School predesign and design funded with $808,000.

Chapter 129

DEPARTMENT OF EDUCATION

Questions?

Thank you!

Cathy Erickson, School Finance Director | cathy.erickson@state.mn.us

Adosh Unni, Government Relations Director | adosh.unni@state.mn.us

2026-2027 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form

This form must be completed once for each school in the district.
Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2026. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Denfeld High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Denfeld High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Jill Lofald

(Designated School Board Member – please print)

Dave Bergan

(Designated School Representative – please print)

jill.lofald@isd709.org

Email Address

david.bergan@isd709.org

Email Address

208.02 ACTIVITY REPRESENTATIVES

Dave Bergan

(Boys Sports – please print)

Dave Bergan

(Girls Sports – please print)

Dave Bergan

(Speech – please print)

Dave Bergan

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Jill Lofald

(Board Member—please print)

Dawson Udd

(Student—please print)

Tammy Udd

(Parent—please print)

Ed Lewis

(Faculty Member—please print)

Dave Bergan

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: Sarah Mikesell

(Clerk/Secretary - Local Governing Board)

Signed: *Signature required electronically through DocuSign*

(Clerk/Secretary - Local Governing Board)

Date:

Print Name: John Magas

(Superintendent or Head of School)

Signed: *Signature required electronically through DocuSign*

(Superintendent or Head of School)

Date:

2026-2027 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2026. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Duluth East High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

E-6-26-4169

June 16, 2026

Duluth East High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Jill Lofald

(Designated School Board Member – please print)

Bill Zwak

(Designated School Representative – please print)

jill.lofald@isd709.org

Email Address

william.zwak@isd709.org

Email Address

208.02 ACTIVITY REPRESENTATIVES

Bill Zwak

(Boys Sports – please print)

Bill Zwak

(Girls Sports – please print)

Bill Zwak

(Speech – please print)

Bill Zwak

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Jill Lofald

(Board Member—please print)

Piper Witzman

(Student—please print)

Nate Lubarski

(Parent—please print)

Susan Schmidt

(Faculty Member—please print)

Bill Zwak

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: Sarah Mikesell

(Clerk/Secretary - Local Governing Board)

Signed: *Signature required*

(Clerk/Secretary - Local Governing Board)

electronically through DocuSign

Date:

Print Name: John Magas

(Superintendent or Head of School)

Signed: *Signature required*

(Superintendent or Head of School)

electronically through DocuSign

Date:

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, June 11, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 533 Wellness 2
   - B. 721 Procurement Policy (replacing 3041 & 3041R) 9
   - C. 903 Visitors to School District Buildings and Site (replacing 1080 & 6025) 32
3. **POLICIES FOR SECOND READING - None**
4. **POLICIES FOR REVIEW**
   - A. 307 Conflicts of Interest and Fiduciary Duty 35
   - B. 510 School Activites 41
   - C. 515 Protection and Privacy of Pupil Records 42
   - D. 524 Internet Acceptable Use and Safety Policy 71
   - E. 722 Public Data and Data Subject Requests 82
5. **POLICIES FOR DELETION**
   - A. 1080 Visits to Schools 91
   - B. 3041 Grants and Gifts - Developing and Managing Proposal 92
   - C. 3189 Software Copyright and Management 93
   - D. 3190 Copyright Policy Statement 94
   - E. 6025 Volunteers in School 95
6. **REGULATIONS - Informational**
   - A. Deletion - 3041R Grants and Gifts - Developing and Managing Proposals 96
   - B. Deletion - 515.1R Collection Maintenance and Dissemination of Student Records and Information 97
   - C. Deletion - 515.2R Rights of Students and Parents or Guardians Regarding Data Collection 99
   - D. Renumber - 515.3R Transfer of Records and Release of Information 102
   - E. Renumber - 515.4R Electronic Access to Student Information Regulation 105
   - F. 515 Student Records Update Form 109
   - G. 524.1R Artificial Intelligence (AI) Tool Use 110
   - H. 903R Visitors to School District Buildings and Sites Regulation 112
   - I. Deletion - 3187R Internet Use Regulations 118
7. **OTHER**

533 WELLNESS

I. PURPOSE

~~The purpose of this policy is to assure a school environment that promotes and protects all students' health, well-being, and ability to learn by supporting healthy eating and physical activity.~~

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote all students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. ~~Because all~~ ~~c~~Children need access to healthy foods and opportunities to be physically active in order to grow, ~~the school district will provide an optimal~~ learn~~ing environment whereby:~~ and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity ~~and diverse needs~~ of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. ~~o~~Offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. ~~p~~Part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. ~~e~~Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testings, and field trips. ~~educational experiences~~

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

3. Farm to School Program

a. Farm to School programs enhance the nutritional and educational experience of school children by providing:

1) Nutritious, locally grown food as a part of the school food program to expose students to a variety of fresh food while supporting local farmers, when available and fiscally responsible to do so. That exposure might be a part of the meal itself or a sample the program is highlighting; and

2) Opportunities for educational experiences in classrooms, school gardens and/or at community gardens and local farms to learn about the origins of their food and how their food is grown. ~~These experiences serve as an interdisciplinary teaching tool to influence student food choices and lifelong healthy eating habits.~~

~~b. Farm to School programs provide students with the opportunity to eat healthy, locally grown foods and be exposed to a variety of fresh produce that reflects the ethnic and cultural diversity of the student population. The school district will support the development of Farm to School programs to help students eat more nutritious foods and promote healthier lifelong eating patterns; support the local economy and local farmers; and teach students about the origins of their foods and how their food is grown.~~

~~c. Farm to School Programs will adhere to the recommended USDA Sanitation and Safety guidelines of Traceability of Fresh Produce from local farmers and school gardens. This process includes but is not limited to a review of Good Agricultural Practices (GAPs) and Good Handling Practices (GHPs). Farm to School items served in the Cafeteria, the Child Nutrition Department will maintain traceability records from the source of the product through the serving of the product. This documentation will include information on suppliers including local farms, purchasing records, and the specific source of the product.~~

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching televisions or electronics screens;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

~~4. Schools will limit withholding physical activity and recess as a behavioral consequence.~~

~~5. Schools will proactively teach and encourage positive recess behavior and indoor active recess throughout the school year.~~

~~6. Extended periods (i.e., periods of two or more hours of inactivity) are discouraged. When activities, such as school-wide testing, making necessary for students to remain indoors for long periods of time, students will be given periodic breaks (before, during, and after) during which they are encouraged to stand and be moderately active.~~

~~7~~4. The school district will encourage Safe Routes to School ~~walking and biking to and from school~~ based on age appropriate standards for students living within certain distances of the school.

5. Schools are encouraged to promote and support active transportation to schools including participating in Safe Routes to School programming and activities. Schools are to provide active transportation safety education as required by state law.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

~~3~~4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

5. The school district will include information about the free and reduced educational benefits in it's back to school packets, and on it's website.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural ~~and diverse~~ diversity ~~needs~~ of the student body in meal planning.

~~4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.~~

~~5~~4. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

~~6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.~~

~~7~~5. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible

for free and reduced-price school meals. In addition, all students will be fed breakfast and lunch regardless of their lunch balances. Students are never stigmatized about negative lunch balances.

~~8~~6. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks as well as free drinking water available during meals.

~~9~~7. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

~~10~~8. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods sold during the school day (defined as midnight before school starts and 30 minutes after the end of the official school day) will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards~~, at a minimum~~. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. The Smart Snacks regulation does not have an impact on the culinary education programs curriculum, nor do they have any impact on food sold to adults at any time or to students outside of the school day. However, nutrition standards do apply to all foods sold to students on the school campus during the school day, including food prepared and sold by the culinary education programs.

4. Caffeinated beverages will comply with the Smart Snack regulations by age group and will only be available in the high schools.

~~3~~5. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

6. Here is a link to the Smart Snack calculator to determine which foods fit into the criteria and are allowed during the school day.

https://foodplanner.healthiergeneration.org/calculator/

D. Other Foods and Beverages Made Available to Students

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

   a. Celebrations and parties. Classroom parties where snacks are brought in by families must come from an accredited source (a store or restaurant) and can not be homemade in a family's kitchen. For this special event, the product does not have to be Smart Snack qualified. ~~A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.).~~ The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.

   ~~b. Classroom snacks brought by parents to be distributed to the class. A snack is food eaten between usual meals to supplement the nutritional needs of student intended to make a positive contribution to the child's health and diet. The school district will provide parents to families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.~~

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment. This means that pizza parties and special rewards (frozen novelties) are not to be used for rewarding academic performance.

   a. Non food rewards can be substituted in this scenario and ideas can be found by following this link.

3. Fundraising during the school day must adhere to the Smart Snack rules. Fundraising after the school day and outside of the school does not. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas. ~~Foods and beverages sold as fundraisers during the school day must comply with standards listed in C1 and C2. No restrictions are placed on the sale of food/beverage items sold outside of the school day.~~

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

C. Employee Wellness

1. The school district will make efforts to promote employee wellness.

a. Safety committees are formed at each school and meet regularly.

b. Employees are widely involved in the emergency/disaster planning committees.

c. There is an annual wellness fair curtailed to employees with various booths and information available.

d. The employee assistance program is maintained and available to all employees and their families.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

b. the extent to which the school district's wellness policy compares to model local wellness policies; and

c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator or designee will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act ~~of 1966~~)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Cross References: MSBA/MASA Model Policy 534 (School Meals Policy)

~~Local~~ Resources: Minnesota Department of Education, ~~www.education.state.mn.us~~ https://education.mn.gov/mde/index.htm
Minnesota Department of Health, www.health.state.mn.us
St. Louis County Public Health
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Replacing: Policy 6300
Second Reading: 6/20/2017
Adopted: **7/18/2017 ISD 709**
First Reading:

721 PROCUREMENT POLICY

[NOTE: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations, part 200, to have the policies that establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs ($250,000) and micro-purchases ($10,000). In addition, school districts must comply with Minnesota laws on procurement.]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[NOTE: All requirements outlined in this policy apply to both direct grants and state-administered grants.]

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold of $25,000 ~~(generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations, subpart 2.1 or as periodically adjusted for inflation).~~

[NOTE: Minnesota school districts may choose to increase their federal micro-purchase threshold to $25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold. The annual certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations, section 200.520 for the most recent audit; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

[NOTE: Despite the federal government's increase in the dollar cap for small purchases to $250,000, Minnesota Statutes, section 471.345 limits the cap for small purchase procedures to $175,000.]

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

[NOTE: Article IV. on Conflict of Interest has been moved to Article XI. to create a seamless set of Articles regarding procurement.]

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine

the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

The superintendent and/or Executive Director of Business Services, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy.

Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

1. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

2. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

   a. Superintendent: Up to $100,000

   b. Executive Director of Business Services: Up to $100,000

   [NOTE: The school board has the authority to determine whether to adopt Subparagraph H.2. In addition, the board may determine the employees to be included and the expenditure amounts to be authorized.]

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

   a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

   b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

[NOTE: Thresholds are now set in Article IV.H above.]

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

[NOTE: See 2 Code of Federal Regulations, section 200.303, which establishes internal controls that the school district must implement.]

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller

General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;

2. Advisory councils;

3. Audit costs and related services;

4. Bonding costs;

5. Compensation - personal services;

6. Compensation – fringe benefits;

7. Conferences;

8. Contingency provisions;

9. Depreciation;

10. Employee health and welfare costs;

11. Equipment and other capital expenditures;

12. Gains and losses on disposition of depreciable assets;

13. Insurance and indemnification;

14. Intellectual property;

15. Maintenance and repair costs;

16. Materials and supplies costs, including costs of computing devices;

17. Memberships, subscriptions, and professional activity costs;

18. Organization costs;

19. Participant costs;

20. Plant and security costs;

21. Pre-award costs;

22. Professional service costs;

23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district’s written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

[NOTE: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations, section 200.208 (Specific Conditions).

If the DOE or MDE determines that noncompliance cannot be remedied by imposing specific conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: (1) Temporarily withhold payments until the school district takes corrective action;; (2) Disallow (that is, deny both use of funds and any applicable matching credit for) costs for all or part of the activity associated with the noncompliance; (3) Wholly or partly suspend or terminate the federal award; (4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations, part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); (5) Withhold further federal awards (new awards or continuation funding) for the project or program; and/or (6) Take other remedies that may be legally available.]

X. SUBRECIPIENT MONITORING

[NOTE: MDE auditors have stated that subrecipient monitoring must be covered in policy.]

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

    a. Required information includes:

        (1) Federal award identification

            i. Subrecipient's name (must match the name associated with its unique entity identifier);

            ii. Subrecipient's unique entity identifier;

            iii. Federal Award Identification Number (FAIN);

            iv. Federal Award Date;

            v. Subaward Period of Performance Start and End Date;

            vi. Subaward Budget Period Start and End Date;

            vii. Amount of Federal Funds Obligated in the subaward;

            viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

            ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

            x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

            xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

            xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

            xiii. Identification of whether the federal award is for research and development; and

            xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

(2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

   a. The subrecipient's prior experience with the same or similar subawards;

   b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

   c. Whether the subrecipient has new personnel or new or substantially changed systems; and

   d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

   a. Review financial and performance reports.

   b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward,

other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

   a. Providing subrecipients with training and technical assistance on program-related matters;

   b. Performing site visits to review the subrecipient's program operations; and

   c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

[Note: The Minnesota Department of Education confirmed that the "written standards of conduct" required under 2 Code of Federal Regulations, section 200.318(c)(1) may appear in this policy, another policy and/or in an employee handbook. School boards may decide whether to adopt this section or address written standards of conduct elsewhere.]

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References:
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)

2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources: Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)

U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

*Adopted:*_____

*Revised:*_____

MSBA/MASA Model Policy 903
Orig. 1995
Rev. 2026

903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents/guardians and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.

B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.

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

IV. RESPONSIBILITY

A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.

B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

V. VISITOR LIMITATIONS

A. Third party access to school sites will not be allowed without prior authority. The site administrator shall not permit third party access to the school site that would cause disruption to the learning environment.

B. School personnel must contact the District Office immediately if approached by immigration law enforcement agents. District administrators must also attempt to contact the parents or guardians of any student involved.

C. Staff will process requests by unauthorized visitors. The request will include:

1. Request identification including badges, ids, contact information and place of work. Document and photocopy information received;

2. Request official documentation of the purpose of visit. This may include a judicial warrant or court order. Documents will be photocopied;

3. Request and retain notes of the names of the students and the reasons for the requests;

4. Contact students' parents or guardians, and do not provide information or conjecture about the students such as their schedule or behavior;

5. If a visitor has questions, provide a copy of this policy;

D. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.

E. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements ~~which are an addendum to this policy or as otherwise specifically~~ authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:

1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or

2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.

3. if unattended, attach an immobilization device to the vehicle, at the expense of the owner or operator.

F. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

VI. VOLUNTEERS

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

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.

5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents/guardians to become more familiar with school activities and/or operations.

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

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

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

E. Volunteers must follow visitor procedures in section V.

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

G. Volunteers should be supervised by professional staff who remain present at all times when volunteers work with students. Unsupervised volunteers must have a current background check on file with the district office.

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

Cross References: None

Replacing: Policy 1080, 6025
First Reading:
Adopted:

307 CONFLICTS OF INTEREST AND FIDUCIARY DUTY

I. PURPOSE

The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals the Board of Directors adopts policies related to conflicts of interest and fiduciary duty for all officials and employees whether elected or appointed, paid or unpaid.

The purpose of this policy is to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interest of the Duluth Public Schools and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Duluth Public Schools.

II. GENERAL STATEMENT OF POLICY

A. This policy establishes minimum standards of conduct for public officials, employees, contractors, council and advisory council members, site-based council members, and other district personnel. Failure to meet these standards shall subject the actor to disciplinary action.

B. The employee manual will contain information on this policy. New employees will receive information on this policy during the onboarding process.

C. The Duluth Public Schools contract template will require all contractors to review and abide by this policy. The policy will be available on the District's website.

D. Responsibilities of Public Office

Public officials and employees are agents of public purpose and hold office for the benefit of the public. Their conduct in both their official and private affairs should be above reproach. They must avoid misconduct and are bound to:

1. uphold the Constitution of the United States and the Constitution of this State;

2. carry out impartially the laws of the nation, state, and school district; and

3. discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern.

E. Dedicated Service and Fiduciary Duty

1. Appointed officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

2. Public officials and employees and other district personnel may not exceed their authority or break the law or ask others to do so, and they should work

in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

3. Public officials and employees and other district personnel shall not disclose any confidential or private, nonpublic, educational or employee data during their term of appointment, election or employment and shall likewise refrain from disclosing any private educational or employee data after their term of election or appointment, or employment has ended unless permitted by law.

4. Public officials, employees and other district personnel shall not disclose or use any confidential, private, nonpublic, privileged or proprietary information gained by reason of their employment, election or appointment by or to the District other than in the course of their duties. Such a prohibition shall continue after the term of their election, appointment or employment ends.

5. Public officials and employees shall manage the assets both real and personal of the district with highest integrity, and exercise any discretionary powers they may have for the benefit of the District with the care a reasonably prudent person would do.

F. Fair and Equal Treatment

1. No public official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

2. Schools, programs and departments may enter into partnerships with corporate or business citizens to promote civic engagement, sponsorship of district activities or support of academic programs. Such partnerships shall not imply preference or endorsement of or for the services or products of those corporate or business partners. Any such partnerships are subject to the terms of this policy.

G. Conflicts of Interest

1. No public official or employee shall engage in any business or transaction or shall have a financial or personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.

2. "Personal interest" may be defined as an interest arising from:

a) blood or marriage relationships;

b) domestic partnerships;

c) status of dependent of the person;

d) membership in the same household;

e) close business or political associates.

3. Conflicts of interest include but are not limited to:

a) Use of confidential information, obtained as a result of public position, for personal gain.

b) Any use of official position for personal gain or to benefit a personal interest.

c) Holding (possession) investments which interfere, or tend to interfere, with the proper discharge of public duty.

d) Representation by public officials or employees of private interests before the Duluth Board of Education or departments and participation in the profits from such representation.

e) Participation in transactions as a public representative with a business entity in which the public official or employee has a direct or indirect financial or other personal interest.

f) Personal interest in legislation to the extent that private interest takes precedence over public interest and public duty.

g) Entry by the district into contracts or other conduct of business for profit with a business in which a public official or employee has substantial or controlling interest, when the public official or employee can influence such contract or business because of his or her public position.

H. Use of Position for Influence

1. Recommendations

a) School personnel shall not make recommendations for a provider of professional services. School personnel may be asked by parents to recommend providers; this is particularly true of health care staff, who may be asked to recommend a physician, a dentist, or an optometrist. School personnel shall not make such recommendations.

b) Employees may prepare and distribute lists of professional organizations or providers of professional services available in the region for the purposes of informing parents, but shall make no evaluation of the services or organizations, and shall not indicate a preference for any of them.

c) Persons making requests for referrals to providers should be directed to the proper professional association for advice.

2. Politics

The District recognizes and encourages the rights of its employees, as citizens, to engage in political activity, with the following restrictions:

a) No employee of the school district shall solicit support of any political candidate, partisan or non-partisan, during regular work hours or on school property.

b) No employee of the school district shall solicit support of any referendum issue not directly related to public education, during regular work hours, or on school property.

c) No employee may use the name of the district, or any school, department or program to support any political candidate, ballot proposition or referendum.

d) No resources of the district may be used to support any political candidate, partisan or non-partisan, or any ballot proposition or referendum not directly related to public education.

III. APPLICABILITY

A. This policy applies to all Duluth Public Schools

1. officials,

2. employees,

3. contractors on district premises,

4. council and advisory council members, and

5. site-based council members.

B. This policy applies to all persons, whether

1. elected, appointed, employed, or supplying goods or services to the district under contract,

2. paid or unpaid,

3. engaged in any activity on behalf of the Duluth School District including activities at every school, department or program of the District.

C. When a public official or employee has doubt as to the applicability of a provision of this policy to a particular situation, he or she should submit the question to the Human Resources Office for review and determination of applicability. Questions may be made anonymously, in which case the Human Resources Department shall make such answers available to the appropriate persons subject to this policy. The Human Resources Department may make any question and response or guidance public.

IV. REPORTING SUSPECTED VIOLATIONS

A. All employees, contractors, public officials or council members have a duty and obligation to report what they believe to be a violation of this policy as soon as possible.

B. The report must be made to their supervisor or manager of the department or building concerned.

C. In those instances in which the immediate supervisor is involved in the alleged violation, the report should be made to the person at the next highest supervisory level.

D. In those instances in which the complainant feels uncomfortable reporting the suspected violation to any of the aforementioned persons, that person may make a direct report to Human Resources.

E. Supervisors, Department Managers, Principals and Site Administrators will forward suspected violations of this policy to Human Resources ***as soon as possible***. Any employee may also make a report to Human Resources.

F. Suspected violations submitted in good faith and in an appropriate manner, whether or not further investigation substantiates the claim, will be free from retaliation in any form. The identity of complainants will be protected, within legal limits, and any public official, employee or other district personnel who retaliate against them will be disciplined.

V. INVESTIGATION AND RESOLUTION OF SUSPECTED VIOLATIONS

A. The Human Resources Department will promptly investigate alleged violations.

B. Those accused of suspected violations will be given an opportunity to respond.

C. When it is determined that a conflict of interest has occurred, ISD 709 will report it to MDE.

D. The Human Resources Department will prepare a report of the investigation.

E. If the investigation concerns the actions of an employee the report may be submitted to the employee's manager or supervisor. Release of this information will follow state statutes.

F. If the investigation concerns the actions of a non-employee or contractor, the report will be submitted to the appropriate supervisor of the person's activities.

G. Any discipline of an employee shall follow District policies, contracts and procedures, up to and including termination of employment.

H. Any discipline of a contractor may include termination of the contract.

I. Any discipline of an appointee to an advisory board or site council may include termination of the appointment.

J. Human Resources will involve the Superintendent as needed or required.

VI. REFRAINING FROM ABUSE

Any complainant or witness who abuses the enforcement procedure by knowingly submitting false reports, claims, testimony or evidence will be subject to disciplinary action up to and including termination.

VII. RESPONSIBILITY

A. The Superintendent shall take the necessary steps to assure that all individuals are in compliance.

B. The Superintendent is authorized to promulgate regulations to implement this policy.

Legal References: Minnesota Rules 3512.5200 (Code of Ethics for School Administrators)
Minnesota Rules 8700.2100~~7500~~ (Code of Ethics for Minnesota Teachers)

Cross References: MSBA/MASA Model Policy 209 (Code of Ethics)
MSBA/MASA Model Policy 210 (Conflict of Interest - School Board Members)

~~***Related Policies and Bylaws: 209, 4025 and 8045***~~

New Policy
Replacing: None
First Reading: 01-22-2019
Adopted: 03-19-19
Reviewed:

510 SCHOOL ACTIVITIES

I. PURPOSE

The purpose of this policy is to impart to students, employees, and the community the school district's policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental, and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program and are integral in providing students with additional opportunities for growth and development. Every effort should be made to encourage participation of all students.

III. RESPONSIBILITY

A. The school board expects all students who participate in school-sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.

B. The school board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

C. The superintendent or designee shall be responsible for disseminating information needed to inform students, parents, staff, and the community of the opportunities available within the school activity program and the rules of participation.

D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and parents with all applicable rules, penalties, and opportunities.

E. The superintendent or designee shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the school board.

F. The school board will ensure that any funds raised for extracurricular activities will be spent only on extracurricular activities.

Legal References: Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

Cross References: MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 713 (Student Activity Accounting)
~~MSBA Service Manual, Chapter 5, Various Educational Programs~~

Replacing: Policy 6140
First Reading: 8/21/2018
Adopted: 9/18/2018 ISD 709

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code, section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)), 34 Code of Federal Regulations, part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules, parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. Under federal law, "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution

attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

a. a student's social security number;

b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

d. personally identifiable data which references religion, race, color, social position, or nationality; or

e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of "directory information" identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]

2. Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Duluth Public Schools excludes the following information:

A. Student contact information

Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

B. Parent contact information

The 2025 Minnesota legislature enacted the following: A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.

In addition, the 2025 Minnesota legislature enacted the following: Data concerning parents is private data on individuals but may be treated as directory information if the same procedures that are used by a school district to designate student data as directory information are followed, except that a parent's home address, telephone number,

email address, or other personal contact information may not be treated as directory information.

E. Education Records

1. What constitutes "education records."

Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records.

The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of ~~post secondary~~ postsecondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting

in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of ~~post-secondary~~ postsecondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as

health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and ~~Finance~~ Operations Simone Zunich.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. "Student" also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in ~~Section~~ Article XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when ~~he or she~~ they reach~~es~~ eighteen (18) years of age or enroll~~s~~ in an institution of

~~post-secondary~~ postsecondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an

insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in ~~Clause~~ Subparagraph e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one (1) year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two (2) years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of ~~post secondary~~ postsecondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in ~~Section~~ Article V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use

and maintenance of education records; and

c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or ~~post-secondary~~ postsecondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see ~~Section~~ Article XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with ~~Section~~ Article XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

a. determine eligibility for the aid;

b. determine the amount of the aid;

c. determine conditions for the aid; or

d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose

records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

   For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or

dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to ~~Section~~ Paragraph XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to ~~Section~~ Article VII. of this policy;

14. To military recruiting officers and ~~post-secondary~~ postsecondary educational institutions pursuant to ~~Section~~ Article XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate ~~health authorities to~~ parties, including parents or an eligible student, in connection with an emergency if knowledge of the ~~extent~~ information is necessary to ~~administer immunization programs~~ protect the health or safety of the student or other indviduals (34 Code of Federal Regulations, part 99.36) and for bona fide epidemiologic investigations which the ~~c~~Commissioner of the Minnesota Department of ~~h~~Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the

information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

    The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting

the confidentiality of a student's education records.

23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; ~~or~~

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the ~~c~~Commissioner of the Minnesota Department of ~~h~~Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted~~.~~; or

4. To appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.

3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes,

section 13.32, subdivision 2.

4. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this ~~section~~ Article. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in ~~Section~~ Article VI of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a

class in which the student is enrolled; or

b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in ~~Section~~ Paragraph VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in ~~Section~~ Article VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

    a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

    b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

    c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

    d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

    e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this ~~section~~ Paragraph, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, ~~C~~chapter 260E , written copies of reports pertaining

to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, ~~C~~chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, ~~C~~chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

    a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

    b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

    c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as

including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND ~~POST-SECONDARY~~ POSTSECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions. To refuse the release of the above information to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and ~~Finance~~ Operations in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and ~~post-secondary~~ postsecondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and ~~post-secondary~~ postsecondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and ~~post-secondary~~ postsecondary educational institutions. In order to make any directory information about a student private, the procedures contained in ~~Section~~ Article VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and ~~post-secondary~~ postsecondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this ~~section~~ Article may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. ~~Subdivision~~ Paragraph A. of this ~~section~~ Article does not prevent the school district from disclosing personally identifiable information under ~~Section~~ Article VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of ~~Section~~ Article VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of ~~Section~~ Article XIII. of this policy.

2. ~~Subdivision~~ Paragarph A. of this ~~section~~ Article does not apply to disclosures

made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in ~~Section~~ Paragraph XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under ~~Section~~ Article VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this ~~section~~ Article for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in ~~Section~~ Subparagraph VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to ~~Section~~ Paragraph XII.B. of this policy, the record of disclosure required under this ~~section~~ Article shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under ~~Section~~ Article VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in ~~Section~~ Subparagraph VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. ~~Section~~ Subparagraph XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under ~~Section~~ Subparagraph VI.B.1. of this policy, to requests for disclosures of directory information under ~~Section~~ Article VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or

the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in ~~Section~~ Article VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to ~~Subdivision~~ Paragraph A. of this ~~section~~ Article immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under ~~Subdivision~~ Paragraph A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school

district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one (1) location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one (1) site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one (1) student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

   c. any schedule of standard copying charges established by the school district in its normal course of operations;

   d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and

   e. mailing costs.

2. If one hundred (100) or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than twenty-five (25) cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under ~~Subdivision~~ Paragraph B. of this ~~section~~ Article.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with ~~Subdivision~~ Paragraph C. of this ~~section~~ Article.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under ~~Subdivision~~ Paragraph B. of this ~~section~~ Article shall:

a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under ~~Subdivisions~~ Paragraphs A. and B. of this ~~section~~ Article and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Executive Director of Business Services and ~~Finance~~ Operations Simone Zunich.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this ~~section~~ Article must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of ~~his or her~~ their rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
~~MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)~~

Resources: U.S. Department of Education: *FAQs on Photos and Videos under FERPA | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *FERPA/IDEA Crosswalk | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy* (accessed 012926)

Minnesota Department of Health: *The Family Educational Rights and Privacy Act (FERPA) and Immunization Data* (including *Possible School Consent Language for Sharing Immunization Data with Registries*) (accessed 012926)

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524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

   a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

   b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

      (1) such information is classified by the school district as directory

information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on ~~social networks~~ all current and emerging social media platforms or digital communities, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. ~~Users must keep all account information and passwords on file with the designated school district official.~~ Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities. When available and required, multi-factor authentication must be setup and utilized. Multi-factor authentication devices (i.e. Yubikey or other hardware key), access codes and passwords must be kept secure and must not be shared.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

11. Virtual Private Networks (VPNs) and proxy servers are not permitted for use on district devices, aside from VPNs provided by the district for specific authorized users.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes 125B.15 as follows: "A school district ~~receiving technology revenue under section 125B.26~~ must prohibit, including through use of available software filtering technology or other effective methods, adult access to material that under federal or state law is reasonably believed to be obscene or child pornography."]

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to

what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals in digital communities,~~on social networking websites and in chat rooms and~~ responsible use of Artificial Intelligence, and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system, ~~and use of the~~ Internet and related tools including Artificial Intelligence shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE ~~AGREEMENT~~

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

~~C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.~~

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, cloud storage or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, ~~or~~ servers or cloud storage.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed

Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

~~4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.~~

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's ~~dedicated personal~~ use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent/guardian and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

[NOTE: In 2024, the Minnesota legislature enacted a law requiring that school districts adopt a policy on students' possession and use of cell phones in school by March 15, 2025. This law does not state that school districts must incorporate specific language or provisions in the school district policy.

MSBA recognizes the common practice of setting forth cell phone rules in a student handbook or similar document. This Article directs school administration to establish

cell phone rules, which the school board may require be presented to the board for approval. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings. The school board may choose to set forth general principles regarding cell phone use in this Article.

~~Under the new law,~~ T~~t~~he Minnesota Elementary School Principals Association and the Minnesota Association of Secondary School Principals ~~will~~ collaborated to make best practices available to schools on a range of different strategies to achieve the goals stated above.]

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)

S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Replacing: Policy 3187
Immediate Adoption: 08-16-2022
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722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity's website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

~~c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.~~

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also

by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

C. If the school district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five (5) business days of the notification, the school district may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

[NOTE: The 2025 Minnesota legislature enacted Paragraph C.]

V. REQUEST FOR SUMMARY DATA

A. All requests for the preparation of summary data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 (30) days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed by a data subject pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the ~~c~~Commissioner of the Minnesota Dpartment of Administration ("Commissioner") shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes, chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the ~~c~~Commissioner may refer the matter to mediation. Following these efforts, the ~~c~~Commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the ~~c~~Commissioner's ~~of administration's~~ order issued

under Minnesota Statutes, chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. One hundred (100) or fewer pages of black and white, letter or legal sized paper copies will be charged at twenty-five (25) cents for a one-sided copy or fifty (50) cents for a two-sided copy.

b. More than one hundred (100) pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the

school district to an outside vendor will be charged.

2. All charges must be paid for [in cash, check, or online service] in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent
709 Portia Johnson Dr.
Duluth, MN 55811
data.request@isd709.org

Data Practices Compliance Official:
Executive Director of Business Services and Finance
709 Portia Johnson Dr.
Duluth, MN 55811
data.request@isd709.org

Data Practices Designee(s):
Business Services Coordinator
709 Portia Johnson Dr.
Duluth, MN 55811
data.request@isd709.org

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Resources:
MN Department of Administration: *Actual Cost*
MN Department of Administration: *Copy Costs*
MN Department of Administration: *Education Data*

New Policy
Replacing: Policy 108
First Reading: 09-18-2018
Adopted: 10-16-2018
Reviewed: 10-15-2019
Reviewed: 07-21-2020
First Reading: 11-15-2022
Second Reading: 12-20-2022

Reviewed: 01-23-2024
Reviewed: 03-18-2025

1080 VISITS TO SCHOOLS

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

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

3041 GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSAL

The School District supports the development of special and general proposals for acquiring and managing grants, gifts, and other monies with the purpose of providing a better education for learners. Due to the uniqueness of the School District, the School Board realizes that various fundings are necessary to bring about the mission of the School District. The School Board realizes that coordination must be done with activities, resources, and finances of proposals implemented in behalf of the School District. The School Board further realizes that the following regulations are necessary to implement and manage this policy.

Adopted: 03-16-1993 ISD 709
Revised: 06-20-1995 ISD 709

3189 SOFTWARE COPYRIGHT AND MANAGEMENT

It is ISD 709 policy to respect all computer software copyrights. ISD 709 will adhere to the terms of all software licenses to which ISD 709 is a party. The Director of Technology is ISD 709's District Technology Hardware/Software Manager and is charged with the responsibility for enforcing this policy and regulation. All users of District technology will comply with 3189R and with all applicable laws and regulations.

Adopted: 02-23-1999 ISD 709
Revised: 07-17-2001
07-16-2002 ISD 709

3189 SOFTWARE COPYRIGHT AND MANAGEMENT

It is ISD 709 policy to respect all computer software copyrights. ISD 709 will adhere to the terms of all software licenses to which ISD 709 is a party. The Director of Technology is ISD 709's District Technology Hardware/Software Manager and is charged with the responsibility for enforcing this policy and regulation. All users of District technology will comply with 3189R and with all applicable laws and regulations.

Adopted: 02-23-1999 ISD 709
Revised: 07-17-2001
07-16-2002 ISD 709

6025 VOLUNTEERS IN SCHOOL

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

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

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

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

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

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

Adopted: 05-13-1986 ISD 709
Revised: 06-20-1995
08-17-2004 ISD 709

3041R GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSALS

1. To be considered, a proposal for any new idea, grant, or other item relating to a program or constituting a program in the School District must be submitted in writing responding to the following:
   a. Description of how proposal relates to District mission
   b. Program summary
   c. What's unique about the program
   d. What problem does program address
   e. Goals - methodology/activities - outcomes
   f. Budget - description and amounts of line items
   g . Signature of responsible person
2. Proposals should be submitted by writers/applicant to the direct supervisor for review and sent to the administrator in charge in the division where the proposal originated.
3. The administrator in charge will distribute copies to the other division administrators for review and comment.
4. The administrator in charge will make a recommendation to the Superintendent after the proposal is reviewed by the cabinet.
5. Two weeks must be allowed for review and approval.
6. Proposals should be accompanied by a suggested source of funding, preferably other than the School District's general fund.
7. Proposals are not limited to instruction.
8. Proposals will be judged on their ability to meet a need in the mission for the School District.
9. All proposals and grant applications must include a completed revenue and expenditure summary.
10. Once proposals are received from a funding agency in an approved status, copies will be distributed to the divisions of the School District for information and management purposes.
11. The responsible administrator will meet with the proposal writer and staff to set up program and finance management procedures according to School District policy, expectations and state/federal laws.

Approved: 03-16-1993 ISD 709
Revised: 06-20-1995 ISD 709

515.1R COLLECTION, MAINTENANCE, AND DISSEMINATION OF STUDENT RECORDS AND INFORMATION

The Superintendent shall approve administrative regulations, which establish procedures and practices in regard to student records to:

1. Ensure that information and data collected from and about students by staff personnel will be used for the educational benefit of the students and attainment of the School District's educational goals and objectives.
2. Ensure that such information and data, be it manually or electronically stored, shall not be released to an unauthorized third party or parties without the written consent of the student and his/her parent or guardian.
3. Grant the student and/or his/her parent or guardian access to all school records pertaining to that student within a reasonable period of time following receipt of a written request by the principal or other designated staff member. If the student is eighteen years of age or older, only he/she may have access to those records, and the student must provide written consent prior to release of his/her records to a third party. The term "third party" includes parents.
4. Permit parents and/or their child the opportunity to challenge alleged inaccurate information within the student's record.
5. Ensure School District compliance with all federal and state statutes, as well as State Board of Education regulations, designed to protect the confidentiality and privacy rights of students and families. In accordance with these requirements, staff will be notified about students with communicable diseases if the information is necessary to provide an appropriate education or if special precautions are required. In accordance with the above requirements, the written permission of the students' parent or legal guardian must be secured.

Designation of a Responsible Authority

The School Board designates the Superintendent as the responsible authority having jurisdiction over all data collected and maintained on individuals.

The duties include:

1. Establishment of procedures and safeguards to ensure that information contained in records is accurate, complete, current, and available.
2. General supervision of collection and storage of data and use and dissemination of data to ensure that such activities are limited to those necessary for the administration and management of authorized programs.
3. Appointment of an individual to be responsible for each file or system containing data on individuals.
4. Document and file a report by August 1 of each year with the Minnesota Commissioner of Administration concerning the nature of all data on individuals which is collected and stored, the need for all, and intended use of such data.

Principals and other designated staff members shall be responsible for the maintenance, confidentiality, and security of student records. Records security at all times shall be maintained, including periods of authorized use as set forth in the administrative regulations.

References: MN Data Practices Act, Chap. 13

Adopted: 05-17-2005 ISD 709
Renumbered from 5060.1R: 05.02.23

515.2R RIGHTS OF STUDENTS AND PARENTS OR GUARDIANs REGARDING DATA COLLECTION

When school officials collect private data for student records, the student's parent or guardian, or the student if age eighteen years or older, shall be informed of the following:

1. Purpose and intended use of the data collected.
2. Whether he/she may refuse or is legally required to supply the data.
3. Possible consequences of supplying or refusing to supply requested information.
4. The identity of persons or entities authorized by state or federal law to receive the data.

Data Collection Requiring Written Consent

Plans for personality testing, diagnostic and assessment, and any other individual testing should proceed only with informed written consent of the student's parent or guardian. When such consent is required, the student's consent should also be obtained in those instances wherein he/she understands the nature and consequence of such data collection. When a student reaches the age of eighteen, or is married whether eighteen or not, his/her consent alone must be obtained.

Parents and students are to be fully informed, in writing, as to the methods by which the data will be collected and the purposes for which the data will be utilized.

This type of data-gathering will be done only by qualified professional staff members.

As noted above, private or confidential data collected on an individual shall not be collected, stored, used, or disseminated by the district for purposes other than those stated to the individual at the time of collection.

Data Collection Through Interview

Certain special problems are presented in gathering data in student interviews by counselors, social workers, nurses, administrators, and psychologists. In most of these situations the requirement of informed consent may not be met, perhaps because of the unforeseeable course of the interview process. It is the responsibility of the professional staff member to help the student understand the implications of the interview situation, to protect the rights of the student regarding confidentiality of information obtained, and to stress the voluntary character of the student's participation. The professional should seek parental consent and perhaps involvement when the student is clearly in need of intervention but declines to participate.

Examination of Records

Upon written request, an individual shall be informed as to whether he/she is the subject of stored data. Upon further request, the individual, or parent or guardian in the case of a minor, shall be shown the data within a reasonable period of time and without any charge.

(Upon request of the individual, parent or guardian, provision for access to the records must

be made no later than 45 days after the request has been made.) A school official competent in interpreting records should be available to explain the meaning and implications of certain data included in the records.

After being shown and informed about data contained within the records, the student, parent or guardian need not be given access to the data again for six months thereafter, unless additional data has been collected. An entry in the Record of Inspection shall also be completed.

The School District shall provide copies of the records upon request of the subject individual, parent or guardian in the case of a minor, providing that the cost of such reproduction is borne by the requesting individual.

Exceptions

1. Desk Drawer Information: Student records maintained by instructional personnel are not deemed School District data and need not be disclosed to the student, parent or guardian if they meet all of the following qualifications:

   a. They are in the sole possession of the maker;
   b. They are not accessible or revealed to any other individual except a substitute teacher; and
   c. They are destroyed at the end of the school year.

2. The Superintendent, or his/her designee, is required to provide notification to minor students of their right to request denial of access to the parent or guardian. The Superintendent, or his/her designee, has the authority to withhold certain data from parents or guardians if the Superintendent, or his designee, determine that withholding the data would be in the best interests of the minor student. Such notification should be made part of the student bulletin at each school building or should be included in the Directory Information notice to households.

Right to Challenge Student Records

Following the examination of a student's records by the student, parent or guardian, he/she may elect to contest the accuracy of completeness of the records. If so, the following procedures are to be observed:

1. The student or parent is to notify the responsible authority in writing, describing the nature of the challenge.

2. The responsible authority shall, within thirty (30) days, correct or delete the data if it is found to be inaccurate, incomplete, or irrelevant. He/she must also attempt to notify past recipients of the correcting actions.

3. If the responsible authority finds the data to be accurate and complete, he/she will notify the contesting individual within thirty (30) days that the alleged inaccuracy, incompleteness, or irrelevancy is denied.

4. Should the student or parent choose to appeal the responsible authority's determination, an impartial review panel shall be established by the Superintendent.

The burden of proof as to the accuracy of the record shall be on the School District. If the review panel finds the information to be inaccurate, incomplete, or irrelevant, the records shall be corrected.

5. Should the review panel support the responsible authority's contention that the record is accurate, complete, and relevant, the student and his/her parent or guardian shall have the right to prepare and sign written objections to the information. The written objections shall be made a permanent part of the record in question.

Warning to Staff Members Regarding Written Statements

Notes or anecdotal records made by professional staff members regarding a student do not enjoy immunity from charges of libel or slander. If placed in a student's record and exposed to public view, such notes may well be used as a basis for legal action. It is recommended that anecdotal records contain only factual statements and be devoid of value judgments and personal opinions.

References: 20 U.S.C., Sec. 1232g. (Family Ed Rights and Privacy Act of 1974)
MN Data Practices Act, Chap. 13

Approved: 06-09-1970 ISD 709
Revised: 08-10-1976
07-11-1989
06-20-1995 ISD 709
Renumbered from 5060.2R: 05.02.2023

515.~~31~~R TRANSFER OF RECORDS ~~AND RELEASE OF INFORMATION~~

Transfer of Student Records Within the School District

When a student is enrolled, who has transferred from another school within the School District, the receiving school shall notify the sending school of said enrollment and shall request all records pertaining to the enrollee. The transfer of such records shall not require the written permission of either student, parent or guardian providing the disclosure is to other school officials, including teachers, that are determined to have legitimate educational interests in the information. Records to be transferred include: the Permanent Record Card, the Cumulative File, Health Records, and the Clinical File should one be in existence. Principals are responsible for safe and efficient records transfer. All students including homeless students* will be immediately enrolled.

Transfer of Student Records Outside the School District

The School District may release personally identifiable information from an education record of a student without written consent if

1. The disclosure is to officials of other schools or school systems in which the student seeks or intends to enroll,
2. The student's parent or guardian is notified of the transfer (Notification of Transfer of Student Records to School Outside District 709) and receive a copy of the record if desired, and
3. The student's parent or guardian have an opportunity for a hearing to challenge the content of the record.

The School District shall receive written verification prior to the transfer that the transferee will not permit any other party to have access to such information without the written consent of the parent or guardian of the student.

Whenever possible and practical, written permission to release individual student information should be the method of choice. The use of Release of Personal Information Form, or a comparable form, will accomplish the requirement for signed release should the need arise. The above conditions also apply to applications of high school students sent to post-secondary institutions.

Requests for Transfer of Student Records from Another School District

When a student is enrolled who has transferred from a school in another school district, the receiving school shall notify the sending school of said enrollment and shall request (Request Transfer of Student Records from School Outside District 709 Form) records pertaining to enrollee. While the transfer of such records may not require the written permission of either student, parent or guardian, the written consent (Release of Personal Data Form) to release information may speed the transfer of information important to the continuation of the student's education. All students including homeless students* will be immediately enrolled.

Release of Student Records to Non-School Recipients

No person, agency, or institution shall have access to a student's records except under the following conditions:

1. When proper written consent has been obtained from students 18 years of age or the student's parent or guardian (Release of Personal Data Form). The written consent must specify the records to be released and to whom they may be released. Each request for consent must be made separately. No blanket permission for the release of information shall be allowed.
2. By judicial order or lawfully issued subpoena, upon condition that parents or guardian and the student are notified of all such orders or subpoenas in advance of the compliance therewith by the School District.
3. When student data is required for research purposes and the data will be released in a summary form and individual student data will be unidentifiable.

~~Directory Information~~

~~The School District shall release Directory Information as public information upon request and payment of a fee to cover the costs of publication. All requests for such Directory Information will be directed to the Data Processing Department Business Service Department, CAB District Services Center, for processing. Under federal law and regulation, Directory Information includes:~~

~~1. Name~~
~~2. Date and place of birth~~
~~3. Participation in officially recognized activities and sports~~
~~4. Height and weight of members of athletic teams~~
~~5. Dates of attendance~~
~~6. Degrees and awards received~~

~~The School District will, prior to the start of every school year, give notice to the parent or guardian of every student that~~

~~1. The above items will be designated as directory information,~~
~~2. The parent or the adult student has the right to refuse to permit the school district to designate some or all of the categories as directory information with respect to that particular student, and~~
~~3. The parent, guardian, or adult student has 14 calendar days from the opening day of the school year to notify, using the form provided, the principal of the school the student is attending that this information is NOT to be so designated as to that student.~~

~~Information that the School District does not designate as directory information or that the parent, guardian or adult student objects to the designation in the manner provided above, remains as private information and may be released only as described in this regulation.~~

~~*The term "homeless children and youth" - a) means individuals who lack a fixed, regular, and adequate nighttime residence...; and b) includes - children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency shelters; are abandoned in hospitals; or are awaiting foster care placement.~~

~~References~~: ~~Federal Register, Volume 67, #46, Pg. 10697-10701~~
~~McKinney-Viento Education of Homeless Children Act Family Ed Rights~~

~~Privacy Act of 1974 MN Data Practices Act, Chap. 13~~

Approved:	06-09-1970 ISD 709
Revised:	08-10-1976
	07-11-1989
	01-15-1991
	06-20-1995
	11-19-2002 ISD 709
Renumbered from 5060.3R:	05.02.2023
Revised:	

515.~~4~~2R ELECTRONIC ACCESS TO STUDENT INFORMATION REGULATION

The Duluth Public Schools uses a secure Internet site to enable electronic access to student information enhancing communication between our parents/guardians, students, teachers, principals, and administrators.

Rights and Responsibilities

This access is a free service offered to all parents/guardians and students of the Duluth Public Schools. Access to student information from the Internet is a privilege, not a right. Only after a child has been enrolled in the Duluth Public Schools will the parent/guardian and/or student be authorized to activate a student information web account. With this learning tool, parents/guardians, students, and staff must understand and practice proper and ethical use.

Information Accuracy Responsibilities

Information accuracy is the joint responsibility of schools, parents/guardians, and students. Each school will make every attempt to ensure information is accurate and complete. If a parent/guardian or student discovers any inaccurate information, they will notify their school.

Access to Information or Information Accessibility

Duluth Public Schools reserves the right to add, modify, or delete functions viewed via the Internet site at any time without notice, including the functions listed below:

1. Attendance
2. Class Schedule
3. Report Cards
4. Transcripts
5. Student Demographics
6. Course Requests
7. Emergency Information
8. Immunizations
9. Work in Progress, test scores

Students enrolled in grades six to twelve, the ~~Adult~~ Area Learning Center, and alternative programs may request a secure account. A student will only have access to ~~his/her~~ their student information.

Electronic Web Access Agreement

To obtain a student information system web account, each parent/guardian must complete and sign an Electronic Web Access Acceptable Use and Safety Policy Acceptance Form. After verification of information on the form, the school will follow the process outlined in this regulation to establish an account.

If a parent/guardian is unable to visit the school, ~~he/she~~ they may download the Electronic Web Access Acceptable Use and Safety Policy Acceptance Form from the District web site. The parent must have the form certified by a notary public and mail the completed and signed form with the notary public seal to ~~his/her~~ their child's school.

The school will file the completed form in one of the parent's/guardian's children's Cumulative File and will be maintained in accordance with Minnesota State Law Regarding record retention.

Use of the System

Parents/Guardians and students are required to adhere to the following guidelines:

1. Parents/Guardians and students will act in a responsible, ethical, and legal manner.
2. Parents/Guardians and students will not attempt to harm or destroy the school or District's data or networks.
3. Parents/Guardians and students will not attempt to access information or any account assigned to another user.
4. Parents/Guardians and students will not use this Internet site for any illegal activity, including violation of Federal and State Privacy laws. Anyone found to be in violation of these laws will be subject to civil and/or criminal prosecution.
5. Parents/Guardians and students who identify a security problem within must notify the Duluth Public Schools Technology Department immediately, without demonstrating the problem to anyone else.
6. Parents/Guardians and students will not share their password with anyone, including their own child(ren).
7. Parents/Guardians and students will not set their computer to automatically login to the Internet site.
8. Parents/Guardians and students identified as a security risk will be denied access to the site.

Security Features

1. Access is made available with a secure Internet site. Note: Account holder is responsible for not sharing their password and to properly protect or destroy any printed/electronic documentation generated from this site.
2. Three unsuccessful login attempts will disable the user's account. The Technology Department will automatically enable a locked account after a predefined waiting period. The minimum wait period will be twenty (20) minutes and seventy five (75) minutes for the maximum wait period.
3. The user will be automatically logged off if ~~he/she~~ they leave~~s~~ the web browser open and inactive for a period of time.
4. All attempts at logging into the system are recorded and monitored, and an audit trail is established.

Initial Account Request and Setup

For parents/guardians new to the District:

1. An Electronic Web Access Agreement can be completed when a parent/guardian enrolls a child/ren.
2. The parent/guardian only needs to complete one Electronic Web Access Agreement for all children in ~~his/her~~ their household.
3. For security reasons each parent/guardian must sign the form in the presence of a school

secretary, principal, or teacher.

4. If the parent/guardian cannot visit the school, a notary public must witness the parent signing the form and use his/her public seal with a current date.
5. After the student is enrolled into the student information system, the parent/guardian requesting the account will be e-mailed or mailed an activation code and "PersonID".
    a. The activation key is used by the parent/guardian to create a secure account.
    b. The "PersonID" is used by the schools to verify a person requesting an account unlock.
6. School will verify parent/guardian identification with an official government identification.
7. The school will file the completed form in one of the parent/guardian child's Cumulative File and it will be maintained in accordance with Minnesota State law regarding record retention.

For parents/guardians with a child already enrolled in the Duluth Public Schools:

1. The parent/guardian only needs to complete one Electronic Web Access Agreement for all children in their household.
2. For security reasons, each parent/guardian must sign the form in front of the school secretary, principal, or teacher.
3. The parent/guardian requesting the account will be given an activation code and "PersonID".
    a. The activation key is used by the parent/guardian to create a secure account.
    b. The "PersonID" is used by the schools to verify a person requesting an account unlock.
4. School will verify parent/guardian identification with an official government identification.
5. The school will file the completed form in one of the parent/guardian child's Cumulative File and it will be maintained in accordance with Minnesota State law regarding record retention.

For students:

1. Students from grades six through twelve can request their own account from their school.
2. A student requesting an account will be given an activation code and "PersonID".
    a. The activation key is used by the student to create a secure account.
    b. The "PersonID" is used by the schools to verify a person requesting an account unlock.
3. Schools will verify the student identification.

For schools:

1. The activation code will not be given to a parent/guardian or student without first verifying the identity of the requestor.
2. The Electronic Web Access Agreement signed by a parent/guardian will be maintained in only one child's Cumulative File for that parent.

Forgotten User Name and/or Password

If a Parent/Guardian or student has forgotten their user name and/or password, they can request help by calling the Technology Department at (218) 336-8754. The requester will be asked a series of

random questions from the family/student data stored in the system to verify their identity. If the requester is unable to answer the questions, ~~he/she~~ they will be directed to go to the child's school to resolve the issue. In this case, the Technology Department will e-mail the child's school secretary and explain the problem.

System Requirements

The most current system requirements will be posted to the Duluth Public Schools website.

Support

Telephone support for issues concerning student information or procedures will be available between the hours of 9:00 am and 3:00 pm at the student's school. The school will identify the caller using the PersonID. If the caller reaches voicemail system ~~he/she~~ they need~~s~~ to leave their name, phone number, the best time to contact, and a brief description of the problem.

Limitation of School District Liability

The Duluth Public Schools will use reasonable measures to protect student information from unauthorized viewing. The District will not be responsible for financial obligations arising through unauthorized use of the District's system or Internet. The District does not promise any particular level or method of access to the Internet site for viewing student information. The District will not be responsible for actions taken by the parent/guardian or student that would cause compromise of their student information. The District reserves the right to limit or terminate the Internet site for viewing student information without notice. All parents/guardians and students of the District network by requesting an Internet site for viewing student information account consent to electronic monitoring and understand that this is a private network used as an educational tool by ISD 709 employees and students. Activity is electronically recorded.

References: ~~Duluth School District Policy 5085 (School Discipline Policy)~~MSBA/MASA Model Policy 506 (Student Discipline)
~~Duluth School District Policy 3187 (Use Policy for Technology and Internet Access)~~ MSBA/MASA Model Policy 524 (Internet Acceptable Use & Safety)

Adopted: 05-17-2005 ISD 709
Revised: 06-12-2007 ISD 709
Renumbered from 5060.4R: 05.02.2023
Revised:

STUDENT RECORD UPDATE FORM

PLEASE PRINT

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

DATE OF REQUEST: _____

STUDENT ID# _____ SCHOOL _____

STUDENT AGE _____ DATE OF BIRTH _____

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

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

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

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

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

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

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

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

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

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

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

Parent or Student: Submit form to Building Principal for approval

---

For Office Use Only

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

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

Duluth Public Schools

524.1R ARTIFICIAL INTELLIGENCE (AI) TOOL USE

INTRODUCTION

Artificial intelligence (AI) presents significant opportunities to enhance K-12 education by providing innovative tools for staff and students. To ensure the ethical, secure, and effective use of AI within Duluth Public Schools, this regulation outlines guidelines for district staff and students.

APPROVED AI TOOLS

Google Gemini is the primary AI tool authorized for educational use within Duluth Public Schools. This tool has undergone rigorous evaluation to confirm its alignment with district standards for educational value, privacy compliance, and security. Students may have access to additional tools and resources with AI-embedded functionality. The district reserves the right to restrict access to specific AI tools.

Staff may use AI tools other than Google Gemini for productivity and educational purposes. The district reserves the right to restrict specific tools.

ETHICAL USE OF AI

AI tools must be employed ethically and in adherence to the district's acceptable use policy.

Staff and students must be cognizant of potential biases inherent in AI tools and exercise critical judgment when interpreting and presenting AI-generated information or content.

DATA SECURITY

All staff and students must adhere to state, federal, and district regulations governing data privacy and security. With the exception of staff using the district's protected Google Gemini environment while authenticated with their ISD709 staff credentials, the following restrictions apply:

- **Data Protection:** The sharing of student and staff personal data with generative AI tools is ~~strictly~~ prohibited.
- **Identifiable Information:** Disclosure of any identifiable information, including individuals, locations, or sites, to generative AI tools is prohibited ~~forbidden~~.

TRAINING AND SUPPORT

The district will provide training to equip staff and students with the knowledge and skills necessary for the ethical and responsible use of AI tools. Staff are encouraged to complete this training prior to AI tool use. Students will learn about responsible use of technology, including AI, through classroom lessons.

Staff and students are encouraged to seek guidance from the Digital Innovation Specialist regarding AI-related questions or concerns.

CONSEQUENCES OF NON-COMPLIANCE

Misuse of AI tools, including breaches of data privacy or ethical guidelines, may result in the revocation or restriction of AI tools and/or technology access. The district may also pursue other applicable disciplinary processes in place for students (see student handbook) and staff.

REGULATION REVIEW AND UPDATES

This regulation will undergo periodic review to incorporate advancements in AI technology and emerging best practices.

By adhering to this regulation, Duluth Public Schools aims to harness the potential of AI while safeguarding student and staff privacy, maintaining ethical standards, and optimizing the learning experience.

NOTE

The initial 2024 draft of this regulation was generated with assistance from Google Gemini.

Adopted: 08.15.2024
Revised: 12.11.2025
Revised:

903R VISITORS TO DISTRICT PROPERTY AND FACILITIES

I. PURPOSE

The purpose of this policy is to establish rules and procedures governing visits to District property and District facilities.

II. GENERAL STATEMENT OF POLICY

The School Board encourages interest on the part of parents and community members in the Districts programs and activities. At the same time the Board recognizes that reasonable restrictions must be placed on visits to District facilities in order to maintain an environment that is safe and conducive to learning and working. The Board has adopted this policy after considering and weighing these and other social, political, economic, and educational factors.

III. DEFINITIONS

A. "District administrator" means the Superintendent and the Principals of the schools.

B. "District facility" means any building that is owned, leased, or operated by the District.

C. "District property" means any real property that is owned, leased, or operated by the District, including, but not limited to, athletic stadiums and athletic fields.

D. "Parent" means a biological parent, adoptive parent, legal guardian, or conservator.

E. "School building" means any District facility where a program of education is offered to preschool, elementary school and middle school students.

F. "Visitor" means any person who enters a District facility during regular school hours, except for the following: enrolled students who are in the facility to attend school, to participate in a school sponsored event or activity, or to attend a meeting of a student-initiated, non-curriculum related group that is recognized by the District; employees who are assigned to work at the facility or are otherwise authorized to enter the facility, and part time employees during their assigned working hours.

IV. PROCEDURES

A. Visitor Procedures. All visitors must comply with the following procedures when entering a District facility, unless they are attending an event or activity that is open to the public, such as parent-teacher conferences, a school board meeting, or an athletic contest:

1. Immediately upon entering a District facility, all visitors must report to the administrative office or reception desk. Signage to this effect must be prominently displayed on or near all unlocked doors to the facility.

2. Upon reporting to the administrative office or reception desk, all visitors must sign in to the building and detail the following: print and sign their names, state the purpose of their visit, state the time of their arrival, and state the location of the building in which the visit will occur.

3. Subject to the requirements of this policy, parents may observe their child in the classroom for up to two hours on two occasions per school year. Parents who wish to observe their children in the classroom during the regular school day must schedule the visit at least three (3) school days in advance with the

building principal. A district administrator, building principal, assistant principal, or designee may reschedule or terminate any visit in the event of an emergency or unforeseen circumstance.

4. A district administrator or building principal may impose additional restrictions on any visitor who has caused a disruption in a District facility.

5. A district administrator, the building principal, an assistant principal, or a designee will follow this policy in determining whether or not permission will be granted for a visit to a school building. A district administrator will follow this policy in determining whether or not permission will be granted for a visit to a District facility that is not a school building.

6. If permission for a visit is granted, the visitor will be given a visitor's identification badge stating the visitor's name and the location in the building where the visit will occur.

7. All visitors must wear the issued visitor identification badge in a conspicuous location at all times while in a District facility.

8. If a school employee sees a visitor in a school building without a visitor's identification badge, the employee must either escort the visitor to the administrative office or immediately notify the administrative office of the presence of the visitor.

9. Upon completing a visit, a visitor must return to the administrative office or reception desk, return the visitor's identification badge, sign his/her name on the same form that was signed upon entering the building, and state the time of his/her departure.

B. Parent/Guardian Procedures for Communicating with Children. The District recognizes that under limited circumstances parents/guardians may occasionally need to communicate with their children during the school day. When this need arises, parents must follow one of the following procedures:

1. Parents/guardians may call the office and ask to speak with their child. School staff will then locate the child and instruct the child to come to the office to speak with the parent by telephone. Students generally will not be permitted to place or receive a call from a classroom.

2. Parents/guardians may enter the administrative office of a school building and ask the office staff to call their child to the office. School staff will review the students Infinite Campus record to verify that parental rights have been terminated or the parent/guardian does not have physical custody or visitation rights during the school day or the period of time when the parent/guardian wants to visit. Parents/guardians may not go directly to a classroom or to any other location in a District facility without complying with the Visitor Procedures stated in this policy.

3. Students will not be permitted to make calls or receive calls on personal cell phones.

C. Administrative Procedures in Response to Inappropriate Conduct. District administrators, building principals, assistant principals, and designees are encouraged to take the following steps when a visitor violates this policy or engages in any other inappropriate conduct:

1. Notify the offending visitor that his or her conduct is inappropriate.

2. Notify the offending visitor that if the conduct does not cease immediately, the visitor will be required to leave the building, grounds, or event.

3. Notify the offending visitor that he or she is required to immediately leave the building, grounds, or event.

4. Contact law enforcement.

5. Document the incident and send notification to district administration and the Health and Safety Coordinator.

6. Take other action that the district administrator, building principal, assistant principal, or designee reasonably deems to be prudent or necessary in order to: (a) protect the safety of students, staff, or school property; (b); maintain an environment that is conducive to learning and working; and (c) maintain an environment that is free from all forms of abusive and disruptive conduct.

7. Any step or steps of this procedure may be skipped or addressed at a later time if the district administrator, building principal, assistant principal, or designee determines, in the exercise of his or her professional judgment, that immediate removal of the offending visitor is in the best interests of the students or the staff.

V. RULES OF CONDUCT FOR VISITORS

A. Required Conduct. All visitors must demonstrate respect and civility when interacting with other individuals during a visit. In addition, all visitors must immediately comply with any and all lawful directives given by a District employee, including a directive to leave the building.

B. Prohibited Conduct. Visitors must not do any of the following during a visit:

1. Violate any law;

2. Violate any District or school policy, regulation, rule, or procedure;

3. Make any threat or engage in any threatening or intimidating behavior;

4. Engage in any conduct that is designed to intimidate another person or that could reasonably be perceived as being designed to intimidate another person;

5. Demonstrate hostility toward another person;

6. Engage in conduct that is objectively rude;

7. Use any obscene or foul language;

8. Make or participate in making any personal attacks against another person;

9. Make or participate in making any objectively disrespectful, demeaning, disparaging, or insulting comments or statements about or to another person;

10. Make physical contact with any person, unless the physical contact is part of the normal greeting process, such as a handshake, or is reasonably necessary to prevent imminent harm to another person or serious harm to property;

11. Photograph, film, or otherwise create an audio or video record of any students, employees, or volunteers of the District, unless the visitor is to attend an event or activity that is open to the public, such as a school board meeting or an athletic contest;

12. Enter onto school property while impaired from the use of alcohol or any other chemical;

13. Create or participate in creating a disruption to the learning or working environment. Examples of disruptive behavior include, but are not limited to, using a raised voice, shouting, or yelling; swearing; talking with a teacher, classroom aide, or a student while observing in a classroom; using or allowing a cellular device make noise in the classroom; and engaging in other conduct that interrupts a lesson while observing in a classroom.

**NOTE: This policy may not be construed to limit the ability or right of any person to file a complaint in accordance with any law or District policy governing the filing of complaints.*

VI. GROUNDS FOR DENYING A REQUEST TO VISIT

A. Parent/Guardian Visits for Purpose Other than Classroom Observation. A district administrator, a building principal, an assistant principal, or a designee may deny permission for a parent/guardian to visit any part of a District facility if the district administrator, the principal, the assistant principal, or the designee determines that:

1. The parent/guardian has refused or failed to comply with any part of this policy;

2. The parent/guardian violated any rule or procedure of this policy while visiting a District facility on a prior occasion during the school year;

3. The requested date or time for the visit is educationally inappropriate or inconvenient;

4. The parent/guardian has created a disruption during a prior visit and is likely to create a disruption if permitted to visit again;

5. The parent/guardian's presence in the District facility is not in the best interests of student or staff;

6. The parent/guardian presents a risk of harm to a student, to a staff member, or to District property;

7. The parent/guardian's parental rights have been terminated or the parent does not have physical custody or visitation rights during the school day or the period of time when the parent wants to visit the District facility; or

8. The parent/guardian's actions or words suggest that the parent is impaired from using alcohol or another chemical.

B. Classroom Observations by Parent/Guardian. A district administrator, the building principal, an assistant principal, or a designee may deny a parent/guardian's request to observe his or her child in the classroom, or may revoke permission for such a visit, if the district administrator, principal, assistant principal, or designee determines that:

1. Any of the reasons for denying a visit in Section V(A) of this policy have been met;

2. The parent/guardian has failed or refused to schedule the classroom observation in advance;

3. The parent/guardian observed in the classroom on a prior occasion during the school year and created a disruption;

4. The requested date or time for the observation is educationally inappropriate or inconvenient, such as when a test is being administered, when a substitute teacher or guest speaker is present, or when students are attending an assembly or going on a field trip;

5. The parent/guardian has already observed the child in the classroom on two occasions during the school year;

6. The parent/guardians presence in the classroom is not in the best interests of the student, other children, or staff.

C. Classroom Observations by an Independent Examiner. If the parent/guardian of a special education student requests an independent educational evaluation (IEE) or hires an independent examiner to evaluate a child, and the parent/guardian requests that the independent examiner be permitted to observe the child in the classroom, the District will allow the independent examiner to visit and observe the student in the classroom to the extent permitted by law, provided that the independent examiner complies all provisions of this policy and does not create a disruption. The District may assign a staff member to accompany an independent examiner during all observations. An independent examiner may not interview any students at school or any District employees without prior written permission from the District. A District representative will be present during any interviews.

D. Parent/Guardian's Right to Appeal. If a parent/guardian believes that a request to visit a District facility has been improperly denied, the parent/guardian may submit a written appeal to the Superintendent. The decision of the Superintendent, or a designee of the Superintendent, is final.

E. Visits by Third Parties. A district administrator, a building principal, an assistant principal, or a designee may, as he or she sees fit, deny a visitor's request to visit any part of a District facility if the visitor is not a parent/guardian of a child who attends school in the facility.

VII. PARKING

During school hours, visitors must park their vehicles in spaces designated for visitors. Vehicles that are parked in unauthorized spaces may be towed to a different location at the vehicle owner's expense or an immobilization device will be attached to the vehicle, to be removed at the expense of the owner or operator.

VIII. PENALTIES.

Permission to be in a District facility is conditioned upon compliance with this policy. Pursuant to Minnesota Statutes section 609.605, subdivision 4, any person who violates this policy may be found guilty of a misdemeanor. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner and for a reasonable period of time pending the arrival of a law enforcement officer. In addition to imposing other consequences specified in this policy, a districtl administrator, building principal, or assistant principal may issue an order prohibiting a person from entering onto school property.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 609.605, subd. 4 (Trespases on school property)

Adopted:

3187R INTERNET USE REGULATIONS

These regulations pertain to the use of District and personal technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access.

A. Appropriate Use of Technology Resources for Students

(1) Introduction

The Duluth Public Schools is pleased to offer students access to District computers, communications systems[±], the Internet and an array of technology resources to promote educational excellence. Each student is responsible for his/her use of technology, whether personal or District-provided. While using District and personal technology resources on school property, in school vehicles and at school-sponsored activities, as well as using District technology resources via off-campus access, each student must act in an appropriate manner consistent with school, District, and legal guidelines in this limited forum. It is the joint responsibility of school personnel and the parent or guardian of each student to educate the student about his/her responsibilities and to establish expectations when using technology.

(2) Using the Internet and Communications Systems[±]

District technology resources are provided to students to conduct research, complete assignments, and communicate with others in furtherance of their education.

(a) Access is a privilege not a right; as such, general rules of school behavior apply.
(b) Access to these services is given to students who agree to act in a considerate and responsible manner. Just as students are responsible for good behavior in a classroom or a school hallway, they must also be responsible when using school computer networks or personal technologies.
(c) Students must comply with District standards and honor this agreement to be permitted the use of technology.
(d) All digital storage that is provided by the District is District property, and as such, authorized district employees may review files and communications to maintain system integrity and ensure that students are using technology responsibly.
(e) Students should not expect District provided file storage will be private.
(f) The educational value of technology integration in curriculum is substantial. Access to the Internet will enable students to use extensive online informational resources.
(g) Families should be warned that some material accessible via the Internet might contain items that are illegal, defamatory, inaccurate, profane, sexually oriented or potentially offensive to some people. While the intent is to make Internet access available to further educational goals and objectives, students may find ways to access these other materials as well. The Duluth Public Schools does not condone or permit the use of this material and uses content filtering software to protect students to the extent reasonable.
(h) Parents and guardians must be aware that content filtering software is not completely fail-safe and while at school, direct supervision by school personnel of each student using a computer is desired but not always possible.
(i) Students are expected to use technology resources in a manner consistent with the rules below and will be held responsible for their intentional misuse.

(j) The Duluth Public Schools believes that the benefits of student access to the Internet in the form of information resources and opportunities for collaboration exceed any disadvantages.
(k) Ultimately, parents and/or guardians are responsible for setting and conveying the standards that their children should follow when using technology. If a student accidentally accesses inappropriate material they should back out of that information at once and notify the supervising district employee.
(l) When on district property or at a district sponsored event personal technologies must use district provided internet.

(3) Proper and Acceptable Use of All Technology Resources

All District technology resources, including but not limited to District computers, communications systems[1] and the Internet, must be used in support of education and academic research and must be used in a manner consistent with the educational mission and objectives of the Duluth Public Schools.

Activities that are permitted and encouraged include:

(a) school work;
(b) original creation and presentation of academic work;
(c) research on topics being studied in school;
(d) research for opportunities outside of school related to community service, employment or further education consistent with District requirements

Activities that are not permitted when using District or personal technologies include but are not limited to:

(a) plagiarism or representing the work of others as one's own;
(b) any activity that violates a school rule or a local, state, federal, or copyright law;
(c) using obscene language; harassing, insulting, ostracizing, cyber bullying or intimidating others;
(d) representing Copyright ©, Registered ®, and/or Trademark ™ materials as one's own work;
(e) searching, viewing, communicating, publishing, downloading, storing, or retrieving materials that are not related to school work, community service, employment, or further education (thus, searching inappropriate materials is not permitted);
(f) damaging or modifying computers, networks or District-installed software;
(g) intentional or neglectful transmission of viruses or other destructive computer files; hacking into District or external technology systems; intentionally bypassing District filters;
(h) use of USB, bootable CDs, or other devices to alter the function of a computer or a network;
(i) subscription to any online services or ordering of any goods or services;
(j) online sharing of any student's or staff member's name, home address, phone number or other personal information;
(k) non-educational uses such as games, role playing multi-user environments, gambling, junk mail, chain mail, jokes or raffles;
(l) non-district supported participation in online Web 2.0 tools including but not limited to texting and social media unless specifically assigned by a district

employee;

(m)use of District resources for commercial purposes, personal financial gain, or fraud, including but not limited to any activity that requires an exchange of money and/or credit card numbers, any activity that requires entry into an area of service for which the school will be charged a fee, any purchase or sale of any kind; and any use for product advertisement or political lobbying;

(n) pornographic, obscene, or vulgar images, sounds, music, video, language or materials, including screen savers, backdrops, and/or pictures, are prohibited

(o) downloading, uploading, or importing games, screen animations as well as programs or files that can be run or launched.

(p) Illegal use or transfer of copyrighted materials to a school-owned technology device is prohibited

(q) File sharing unless District approved.

(r) Adding, modifying or deleting files, except in the student's 'directory' or 'home directory,' are prohibited.

(s) Putting non-school related material (files) on school district technology devices is prohibited.

(t) Altering/modifying the original District pre-set software image is prohibited. Examples include, but are not limited to:

1. loading/installing any software applications
2. changing the desktop picture
3. changing the computer name
4. changing or removing operating system extensions
5. altering security software
6. altering the pre-loaded operating system or applications
7. taking apart the computer for access to internal parts

Students are expected to report harassment, threats, hate-speech and inappropriate content to a teacher or administrator. If a student has any questions about whether a specific activity is permitted, he or she should ask a districted employee.

(4) Online Assessments

Student assessments may be conducted using technologies such as the Internet or audience response systems. Normally, students will use these technologies as a part of their instructional day. Privacy and security, as defined above, along with confidentiality of assessment responses, are expected.

(5) Vandalism

Any intentional act by a student that damages District technology hardware, software, operating systems, data, or services will be considered vandalism and will be subject to school rules and disciplinary procedures. Any intentional act that requires a person's time to repair, replace, or perform corrective work on District technologies or data is also considered vandalism.

(6) Consequences of Misuse

(a) Misuse of personal² or District technology resources while on school property, in school vehicles and at school-sponsored activities, as well as the use of District technology resources via off-campus access may result in disciplinary action up to

and including expulsion.

(b) This regulation shall be used in conjunction with Duluth Public Schools' student policies. In addition, the student's use of District technologies may be suspended or restricted.

(c) A school may temporarily hold (pending parental and/or same-day pick-up) personal technology resources that are used inappropriately.

(d) Individual schools may choose to have additional rules and regulations pertainingto the use of personal, resources in their respective buildings.

(e) Intentional unauthorized access and/or damage to hardware, software, operating systems, data; or services may be punishable under local, state, or federal law.

(7) Student Access

Parents or guardians who do not wish their children to access the Internet must return the ***"Student Internet Permission Form"*** to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

(8) Student Photographs and Works Displayed on the Internet

Parents or guardians who do not wish their children's pictures or their children's student work to be displayed on the Internet must return the "Request To Deny Public Access To Directory Information and Annual Notification Of Rights Under the Family Education Rights And Privacy Act (FERPA)" form to their children's schools by the date indicated on the form. These forms will be distributed to all households with the Back-to-School information in August prior to the start of the school year.

B. Appropriate Use of Technology Resources for Staff

Employees of Duluth Public Schools are granted the privilege of using technology only in an authorized and acceptable manner. Generally, a use is unacceptable if it conflicts with Duluth Public Schools or the individual department's purpose, goal, or mission, or interferes with an employee's authorized job duties or responsibilities as determined by his/her immediate supervisor. For purposes of this policy, the term "staff" includes permanent and temporary personnel, substitutes, contract personnel, hourly non-contract personnel, student teachers, volunteers, and outside agency personnel allowed use of District technology access.

Administration reserves the right to archive, monitor, review, and audit an employee's use of technology at any time. By using technology, the user consents to this monitoring.

(1) Proper and Acceptable Use of All Technology Resources

Examples of acceptable uses include, but are not limited to, the following types of communication:

(a) for educational purposes;

(b) with students, staff, parents, and other customers of the District;

(c) with federal, state, and local government personnel or agencies, and private businesses with which the School District conducts business;

(d) for professional development;

(e) for administrative purposes;

(f) limited and judicious use of technology for personal use so long as the use is not unacceptable use or violation of School Board policy or the law, and work productivity is not impacted. Employees are to use technology for personal use during designated break time or before/after scheduled work hours;
(g) limited and judicious use of technology for union business. Prior authorization is required from the Department of Human Resources or Superintendent.

Activities that are not permitted when using District or personal technologies include but are not limited to:

(a) excessive personal use of technology. Personal use will be deemed excessive if, in the opinion of an employee's immediate supervisor, the use detracts from the individual employee's or the department's productivity;
(b) communicating to promote personal business ventures (e.g., advertise, promote, or attempt to sell any product, investment, insurance, or other financial proposition) or solicit funds for personal business, political, religious, or other personal causes;
(c) communicating for illegal purposes including, but not limited to: political lobbying, violating copyright laws, downloading, copying, or using unauthorized software (including screensavers), creating or knowingly spreading viruses, impersonating another user, or accessing restricted systems;
(d) interfering with or disrupting network users, services, or equipment including, but not limited to: creating or forwarding chain letters, subscribing to any form of personal mailing list; damaging equipment, accessing a system (including using another user id and/or password) without authorization, altering software settings such operating system configurations (except for wallpaper, default colors, and other standard desktop customization settings), or destroying communications systems or electronic files;
(e) accessing or distributing any communication which may constitute or contain intimidating, hostile, pornographic, offensive or discriminatory material on the basis or sex, race, color, religion, nation origin, sexual orientation or disability;

(2) Social Media Networks

The District recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the District provides access to password-protected social media tools and District-approved technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent, or designee, and parental consent for student participation on social networks. The District may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

The District recommends Google Apps as its password protected social medial tool for educational use. The District has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

All social networking must be conducted using district-approved and/or provided and password-protected social media tools and technologies for e-learning. The District prohibits social networking relationships on non-district approved networks between

employees in their roles as employees and students as well as between employees and alumni under the age of 18. The District does not discourage staff from having social networking relationships with students who are family members. "Family members" include the immediate family of a staff member, spouse, or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother in law, sister in law, daughter in law, sister in law, and grandchild. Teachers are reminded of their responsibility to abide by the professional code of ethics at all times, including during the use of social networking sites. Employees have responsibility for maintaining appropriate employee student relationships at all times and have responsibility for addressing inappropriate behavior or activity.

(3) Consequences of Misuse

(a) Misuse of personal or District technology resources while on school property, in school vehicles and at school sponsored activities, as well as the use of District technology resources via off-campus remote access may result in disciplinary action up to and including termination.
(b) Intentional unauthorized access and/or damage to networks, servers, user accounts, passwords, or other District resources may be punishable under local, state, or federal law.

C. Privacy and Security

Students and staff must use District technologies responsibly and in a secure manner. They must not share their logins, passwords, or access with others. By using technology, staff is agreeing to, and understands, it is their responsibility to protect employee and/or student information accessed through the Financial/Human Resources information system and/or student information system, and will not release the data to any unauthorized employees or outside agencies.

D. Reliability and Limitation of Liability

(a) The Duluth Public Schools makes no warranties of any kind, expressed or implied, for the technology resources it provides to students and staff.
(b) The Duluth Public Schools will not be responsible for any damages suffered by the student, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. This applies to personal use of technology by students and staff.
(c) Use of any information obtained via the Internet or communications technologies is at the student's or staff's own risk.
(d) The Duluth Public Schools specifically denies any responsibility for the accuracy or quality of information obtained through the Internet.
(e) The student and his/her parent/guardian will indemnify and hold the Duluth Public Schools harmless from any losses sustained as the result of misuse of the District's technology resources by the student.

‡(Communication systems include e-mail, web social media, phones, pagers, text messaging, instant messaging, blogging, podcasting, listservs, and/or other emerging technologies).

[3](Personal technologies include but are not limited to cell phones, digital and image devices, handheld electronic devices, two-way radios, and/or other emerging technologies).

References: MSBA/MASA Model Policy 524

Duluth School District Policy 5085 (School Discipline Policy)
Duluth School District Policy 3090 (Copyright Policy)
Duluth School District Policy 4025 (Standards of Conduct for Personnel) Duluth School District Policy 3187 (Use Policy for Technology and Internet Access)
Boulder (Colorado) School District Acceptable Internet Use Policy
Henrico (Virginia) County Public Schools Acceptable Use Policy
E-rate Central
Children's Internet Protection Act
Protecting Children in the 21st Century Act

Adopted: 12-16-1997 ISD 709
Revised: 07-21-1998 11-20-2007
09-21-1999 05-04-2010
02-15-2000 09-20-2011
06-19-2001 04-02-2012
02-19-2002 05-24-2012
04-20-2004 06-19-2012
06-12-2007 04-23-2013 ISD 709

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, June 8, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - ICS with an update on Summer LTFM Projects** 3
2. **Department Reports**
   A. **Human Resources**
      1) HR Monthly Department Summary Report 16
   B. **Business Services**
      1) Enrollment Report 18
      2) Child Nutrition Department Report 23
      3) Facilities Department Report 26
      4) Health & Safety Report 27
      5) Technology Department Report 28
      6) Transportation Department Report 29
3. **Recommended Resolutions**
   A. B-6-26-4170 - Adoption of FY27 Budget 30
   B. B-6-26-4171 - Acceptance of Donations to Duluth Public Schools 31
   C. B-6-26-4172 - 2026 Recertification of Updated District Population Estimate 33
   D. B-6-26-XXXX - Resolution Relating to the Naming of a New School Facility (Tabled for a later meeting date) 35
   E. HR-26-4167 Non-Renewal of Certified Probationary Staff 42
4. **Consent Agenda**
   A. HR Staffing Report 43
   B. Financial Report 44
   C. Finances
      1) Fundraisers 45
   D. Bids, RFPs, and Quotes
      1) BID #1351 — Bakery Services for 2026/27 School Year 46
      2) QUOTE #4410 — Storm Sewer Cleaning & Inspection 48
      3) QUOTE #4411 & QUOTE #4412 — Piedmont & Lester Park Playground Improvements 51
      4) QUOTE #4413 - Lakewood Sports Court Improvements 58
   E. Contracts, Change Orders and Leases
      1) CONTRACT — Duluth Public Schools & Cloquet Public Schools (Summer Alternative Learning Support 2026) 65

2) CHANGE ORDER - Lakewood Elementary Propane Tank 67

3) LEASE — Northwood Children's Services & Duluth Public Schools (Chester Creek Academy) 76

5. **Miscellaneous Informational Items (no action required)**

A. District Properties Update 85
B. Expenditure Contracts 89
C. No Cost Contracts 228
D. Revenue Contracts 252
E. Grant Applications 284
F. Change Orders Signed 285

2025 LTFM Projects

June 8, 2026

DULUTH PUBLIC SCHOOLS

Agenda

- Project Summary
- Schedule
- Project Update
- Change Orders
- Budget

Project Summary

Winter 2026
- Lowell Elementary Lighting Replacement
- Lincoln Lighting Replacement

Summer 2026
- Lakewood Elementary Boiler Replacement
- Stowe Elementary Roofing Replacement

Summer 2027
- Denfeld High School HVAC and Controls
- Lincoln Park Middle School HVAC and Controls

Summer 2028
- East High School HVAC and Controls
- Ordean East Middle School HVAC and Controls

Schedule

Overall LTFM Project Schedule

Project	2025				2026												2027												2028											
Description	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Re-Cx Solutions																																								
Lakewood Elementary																																								
Stowe Elementary																																								
Lowell Elementary																																								
Denfeld High School																																								
Lincoln Park Middle School																																								
East High School																																								
Ordean East Middle School																																								

Project Updates

Construction Progress

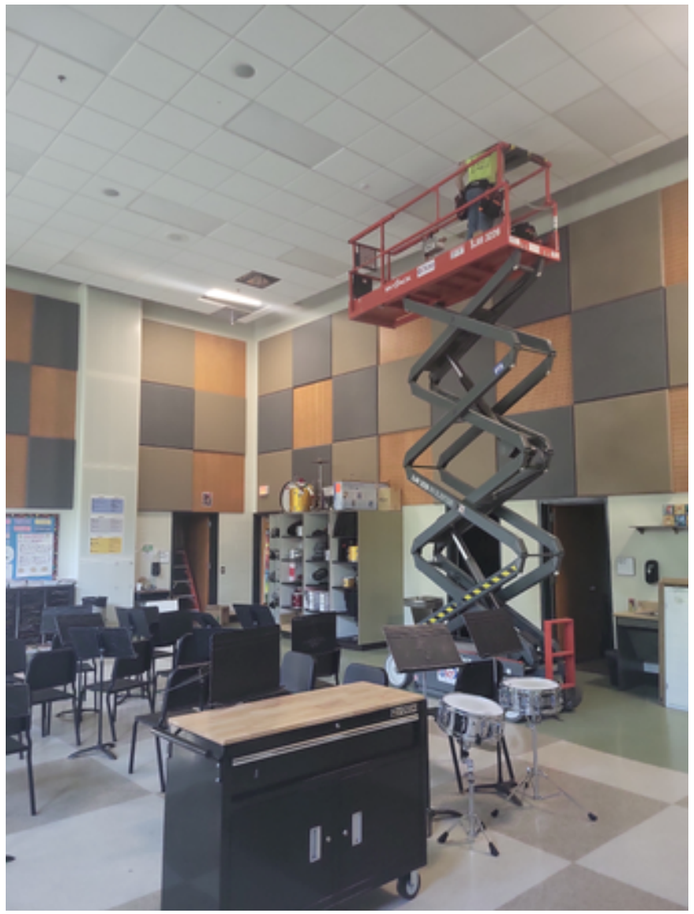
- Lincoln Park Middle School Lighting Replacement
  - Project is 93% complete
  - Misc. lighting and exterior lighting remain
- Lowell Elementary Lighting Replacement
  - Project is 88% complete
  - Exterior lighting
- Lakewood Boiler Plant Replacement
  - Site prep for propane tank starting
  - Existing boiler room demo starting
- Stowe Roofing Replacement
  - Roofing removals starting

Pre-Construction

- Denfeld & Lincoln HVAC and Controls Projects
  - Both projects are in the Schematic Design phase
  - The work is planned for summer of 2027

Construction Progress Lincoln Middle







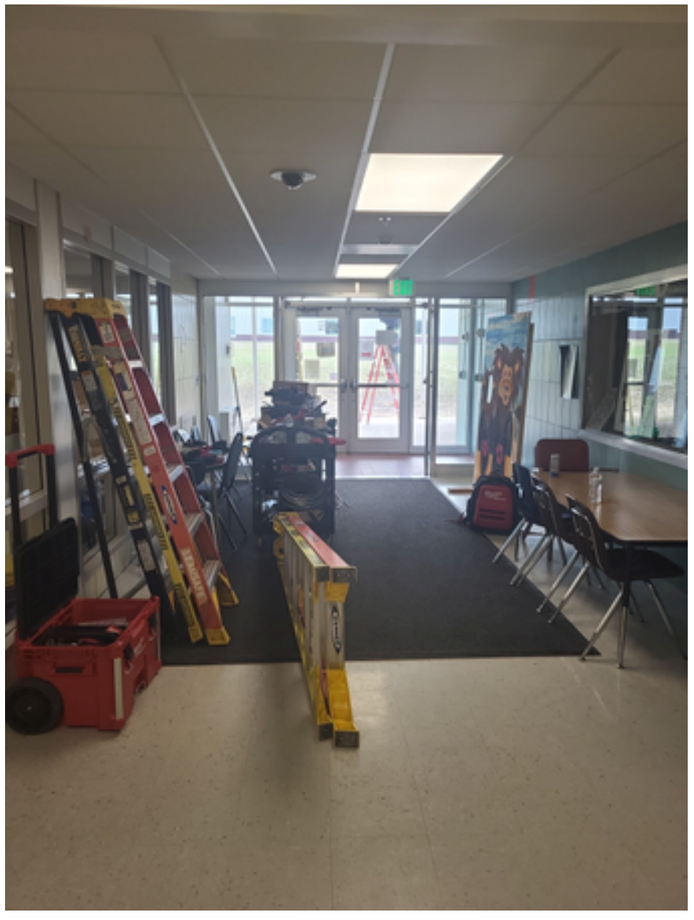
www.ISD709.org

Duluth Public Schools

Every Student. Every Day.

Construction Progress Lowell Elementary







www.ISD709.org

Duluth
Public Schools

Every Student. Every Day.

Change Orders

Lincoln Park Middle School Lighting Replacement

- Wolf River CCO #03 – Control VAV’s via Lighting Controls $20,877.95
  - Existing VAV’s are controlled via the lighting occupancy sensors to reduce energy usage, which is an existing condition unaccounted for in the Contract Documents.

Project Budget

Duluth Public Schools
2025 LTFM

Date Printed 6/3/2026

FUNDING:	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
OVERALL PROJECT SUMMARY						
1 FUNDING SOURCE(S)						
1.01 2025 LTFM	$ 38,660,200	$ -	$ 38,660,200	$ -	$ -	$ 38,660,200
TOTAL REVENUE:	**$ 38,660,200**	**$ -**	**$ 38,660,200**	**$ -**	**$ -**	**$ 38,660,200**
COSTS:						
2 PERMITS / OWNER COSTS / OFF SITE COSTS						
2.03 Building Permit / Plan Review	$ 200,000	$ -	$ 200,000	$ 1,881	$ -	$ 198,119
SUBTOTAL:	**$ 200,000**	**$ -**	**$ 200,000**	**$ 1,881**	**$ -**	**$ 198,119**
3 FEES / SERVICES / BUDGETS						
3.01 Program Management Fees	$ 4,271,200	$ 243,200	$ 4,514,400	$ 1,188,025	$ -	$ 3,326,375
3.02 Program Management Reimbursable	$ 250,000	$ -	$ 250,000	$ -	$ -	$ 250,000
3.03 Construction Phase Site Services	$ 980,000	$ -	$ 980,000	$ -	$ -	$ 980,000
3.04 Site Surveys	$ 40,000	$ -	$ 40,000	$ -	$ -	$ 40,000
3.05 Soil Investigation	$ 40,000	$ -	$ 40,000	$ -	$ -	$ 40,000
3.06 Construction Testing	$ 150,000	$ -	$ 150,000	$ -	$ -	$ 150,000
3.07 Bond Finance/Issuance Costs	$ 450,000	$ -	$ 450,000	$ -	$ -	$ 450,000
3.08 Insurance - Builders Risk	$ 65,000	$ -	$ 65,000	$ -	$ -	$ 65,000
3.09 Legal, Etc.	$ 50,000	$ -	$ 50,000	$ -	$ -	$ 50,000
3.10 Moving / Relocation / Transportation Costs	$ 150,000	$ -	$ 150,000	$ -	$ -	$ 150,000
3.11 Other District Project Expenses	$ 100,000	$ -	$ 100,000	$ -	$ -	$ 100,000
SUBTOTAL:	**$ 6,546,200**	**$ 243,200**	**$ 6,789,400**	**$ 1,188,025**	**$ -**	**$ 5,601,375**
4 FURNITURE / EQUIPMENT / TECHNOLOGY						
SUBTOTAL:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
5 CONSTRUCTION COSTS						
5.01 Re-Cx Solutions	$ 1,350,000	$ (243,200)	$ 1,106,800	$ -	$ -	$ 1,106,800
5.02 Lakewood Elementary Boiler Replacement	$ 650,000	$ 218,943	$ 868,943	$ -	$ -	$ 868,943
5.03 Stowe Elementary Roof Replacement	$ 3,484,090	$ -	$ 3,484,090	$ -	$ -	$ 3,484,090
5.04 Lincoln Park Lighting Updates	$ 1,800,000	$ (844,800)	$ 955,200	$ 848,867	$ -	$ 106,333
5.05 Lowell Elementary School Lighting Updates	$ 600,000	$ (47,473)	$ 552,527	$ 413,769	$ -	$ 138,758
5.06 Denfeld High School	$ 7,150,000	$ -	$ 7,150,000	$ 25,703	$ -	$ 7,124,297
5.07 Lincoln Park Middle School	$ 800,000	$ -	$ 800,000	$ -	$ -	$ 800,000
5.08 East High School	$ 5,000,000	$ -	$ 5,000,000	$ -	$ -	$ 5,000,000
5.09 Ordean East Middle School	$ 5,100,000	$ -	$ 5,100,000	$ -	$ -	$ 5,100,000
5.10 Roofing & Misc. Repair	$ 3,915,910	$ 694,248	$ 4,610,158	$ -	$ -	$ 4,610,158
5.11 General Conditions Allowance	$ 550,000	$ -	$ 550,000	$ -	$ -	$ 550,000
SUBTOTAL:	**$ 30,400,000**	**$ (222,283)**	**$ 30,177,717**	**$ 1,288,339**	**$ -**	**$ 28,889,378**
6 CONSTRUCTION CONTINGENCY						
6.01 Construction Contingency	$ 1,500,000	$ (20,917)	$ 1,479,083	$ -	$ -	$ 1,479,083
SUBTOTAL:	**$ 1,500,000**	**$ (20,917)**	**$ 1,479,083**	**$ -**	**$ -**	**$ 1,479,083**
TOTAL COSTS:	**$ 38,646,200**	**$ (0)**	**$ 38,646,200**	**$ 2,478,245**	**$ -**	**$ 36,167,955**

OVERALL PROJECT BALANCE:	**$ 14,000**

Questions?



Duluth Public Schools

2025 LTFM

Date Printed 6/3/2026

OVERALL PROJECT SUMMARY

FUNDING:	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
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SUBTOTAL:	**$ 200,000**	**$ -**	**$ 200,000**	**$ 1,881**	**$ -**	**$ 198,119**
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3.01 Program Management Fees	$ 4,271,200	$ 243,200	$ 4,514,400	$ 1,188,025	$ -	$ 3,326,375
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3.05 Soil Investigation	$ 40,000	$ -	$ 40,000	$ -	$ -	$ 40,000
3.06 Construction Testing	$ 150,000	$ -	$ 150,000	$ -	$ -	$ 150,000
3.07 Bond Finance/Issuance Costs	$ 450,000	$ -	$ 450,000	$ -	$ -	$ 450,000
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3.09 Legal, Etc.	$ 50,000	$ -	$ 50,000	$ -	$ -	$ 50,000
3.10 Moving / Relocation / Transportation Costs	$ 150,000	$ -	$ 150,000	$ -	$ -	$ 150,000
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SUBTOTAL:	**$ 6,546,200**	**$ 243,200**	**$ 6,789,400**	**$ 1,188,025**	**$ -**	**$ 5,601,375**
4 FURNITURE / EQUIPMENT / TECHNOLOGY						
SUBTOTAL:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
5 CONSTRUCTION COSTS						
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5.08 East High School	$ 5,000,000	$ -	$ 5,000,000	$ -	$ -	$ 5,000,000
5.09 Ordean East Middle School	$ 5,100,000	$ -	$ 5,100,000	$ -	$ -	$ 5,100,000
5.10 Roofing & Misc. Repair	$ 3,915,910	$ 694,248	$ 4,610,158	$ -	$ -	$ 4,610,158
5.11 General Conditions Allowance	$ 550,000	$ -	$ 550,000	$ -	$ -	$ 550,000
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TOTAL COSTS:	**$ 38,646,200**	**$ (0)**	**$ 38,646,200**	**$ 2,478,245**	**$ -**	**$ 36,167,955**

OVERALL PROJECT BALANCE:	**$ 14,000**

Date : 6-4-26

District: Duluth Public Schools

Subject: LTFM Projects Progress and Planning Update

Original Background and Framework:

1. Continue to make forward progress with addressing physical facility needs while ensuring "forward-thinking" funding and financial strategy that positions the District for future flexibility.

2. Focus on physical facility needs that we know will have a direct positive impact on our teaching and learning environments. Also consider priority needs that could result in further issues if not addressed (i.e., HVAC, building envelope, roofing, etc.).

3. Develop a strategic funding approach that leverages and fully integrates with the district's on-going LTFM plan, existing bonded debt service, annual levy schedule and cycle. Establish a financing plan that leverages any expiring debt service AND still enables the district the ability to create future "shelves" to ease future levies/bonds.

4. Proposed facility improvements are developed in two primary phases based on urgency and impact on overall operations and maintenance. Phase I will focus on the secondary facilities, and Phase II will focus on the elementary facilities.

Summary of Phase I & Phase II Facility Improvements Areas of Focus:

- LED Lighting Upgrades
  - Fixture Replacements
  - Fixture Retrofits
  - Repair/replace lighting controls as needed
  - Stadium Lighting / Site Lighting

- Building Envelope Repairs
  - Select Windows
  - Select Exterior Doors
  - Ext Sealants and expansion joints
  - Tuckpointing and masonry restoration
  - Roofing – select buildings and sections

- HVAC Upgrades
  - Add Dehumidification
  - HVAC System Equipment Replacements
  - Controls / Re-Commissioning and associated repairs

Current Status of Phase I - Secondary Facility Improvements:

- Building envelope improvements and LED lighting work is in progress and nearing completion at the first two facilities
- Design work is progressing on improvements slated for late 2026 and early 2027.
- Re-commissioning analysis is currently underway.
- All project scopes are currently on or ahead of anticipated schedules.
- All LTFM projects are currently on or ahead of project budgets.

Next Steps for Phase II - Elementary Facility Improvements:

- Finalize Phase II overall project budgets and phasing based on urgency of needs and feedback from District. Current Phase II budget is $40 million.
- Make final refinements to funding and financing model based on feedback from District and Baird.
- Integrate Phase II work scopes into annual LTFM revenue and expenditure plan for approvals and submittal in July 2026 as originally presented and communicated in 2025.
- Formal submissions of all required documentation to MDE for review and approvals.
- Formal process and authorizations for COP's and LTFM bonding with assistance from Baird to follow.

Human Resources Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department: Human

Resources HR|Business Services Committee:

06.08.2026 Regular Board Meeting:

06.16.2026 Report Prepared By:

Steven Johnson

Manager's Minutes:

- Working on a tentative agreement for a 2025-2026 contract with DDWIAA and then will continue to work with this group for a 2-year contract for 2026-2027 and 2027-2028.
- Continuing negotiations with the NCBAA group for 2025-2026 and 2026-2027 contract years.
- Continued work with placing teachers and following the collective bargaining agreement on bumping.

What We're Working On:

- Benefits Department is working on entering and distributing the Health Care Savings Plans for our upcoming retirees.
- Assisting staff with end of the school year questions around retirement and what benefits look like for summer months.
- Benefits Department is conducting an audit of our Life Insurance census.

Upcoming Changes/Improvements to the Department:

- Working on process improvement for internal Human Resources processes for onboarding, offboarding.
- Presenting interview techniques and do's and don'ts for the June work meeting.

Staffing Report:

- Certified Appointments - 1
- Certified Leaves - 0
- Certified Resignations - 2
- Certified Retirement - 1

- Non-Certified Appointments - 4
- Non-Certified Leaves - 0
- Non-Certified Resignations - 8
- Non-Certified Retirements - 2

Open Positions:

Certified:

Teachers (23)

Special Education (8)
High School (5)
Middle School (4)
Elementary School (1)
Duluth Adult Education (1)
Summer School (2)

Non-Certified:

Administrative (2)

Director of Special Services (1)
American Indian Coordinator (1)

Maintenance (6)

Second Shift Engineer I (1)
Master Electrician (1)
Engineer IV (1)

Custodian I/II/III (2)
Custodian I/II/III Float (1)

Paraprofessionals (12)

Certified/Pre-Certified Educational Sign Language Interpreter (4)
Instructional Para (1)
Sign Language Facilitator (1)
SpEd Building Wide Para (3)
SpEd Program Para LTS (1)
SpEd Student Specific (2)

2025-2026 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
Congdon Park 435	487.67	413.00	74.67	79.00	83.00	83.00	78.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	462.00	374.00	88.00	75.00	69.00	73.00	81.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	244.00	206.00	38.00	39.00	34.00	42.00	45.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	515.00	425.00	90.00	74.00	82.00	96.00	81.00	92.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	311.00	268.00	43.00	60.00	53.00	48.00	59.00	48.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	181.00	147.00	34.00	38.00	26.00	29.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	250.65	210.65	40.00	39.00	43.00	40.00	45.65	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	452.00	374.00	78.00	85.00	74.00	70.00	79.00	66.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	401.00	325.00	76.00	67.00	74.00	62.00	62.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	246.00	206.00	40.00	34.00	50.00	45.00	36.00	41.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	685.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	221.00	233.00	231.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1119.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	382.00	356.00	381.34	0.00	0.00	0.00	0.00
AE Online 650	172.92										0.28	17.07	58.53	57.61	39.43
Denfeld 215	918.04										0.00	236.15	237.36	217.03	227.50
East 220	1360.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	371.07	353.11	322.79	313.79
Merritt Creek Academy 81	88.00	36.00	3.00	6.00	4.00	6.00	12.00	8.00	5.00	15.00	8.00	10.00	6.00	5.00	0.00
ALC 611	71.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.86	35.00	24.00
Chester Creek Academy 575	32.00	16.00	1.00	3.00	2.00	5.00	5.00	1.00	2.00	2.00	2.00	4.00	3.00	2.00	0.00
Rock Ridge Academy 580	45.00	14.00	3.00	3.00	2.00	4.00	2.00	3.00	5.00	6.00	4.00	5.00	3.00	3.00	2.00
Arrowhead Academy 605	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	5.00	3.00	1.00
Bethany Crisis Shelter 615	1.50	0.25	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.00	0.00	0.75	0.25	0.00
Hospitals 630	27.00	7.00	0.00	1.00	0.00	0.00	3.00	3.00	3.00	1.00	3.00	7.00	5.00	0.00	1.00
The Bridge 950	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00
Total:	8103.60	3021.90	608.67	603.00	596.00	603.25	614.65	605.00	618.25	613.00	630.48	654.29	684.61	645.68	626.72

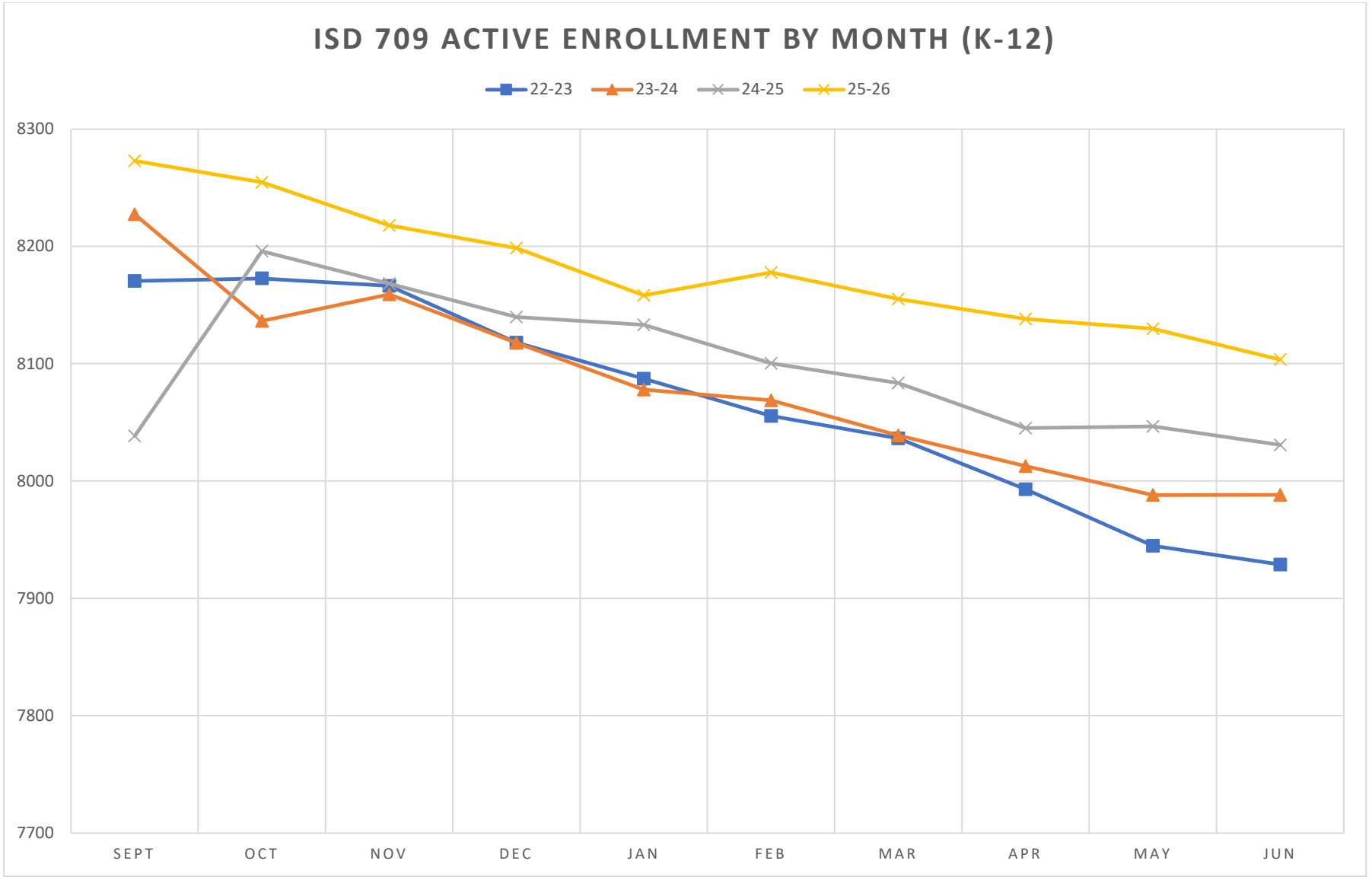
689 students 44 Open Enrolled, 31 FT Residents, 614 PT Residents, average enrollment 0.25 or 2 classes

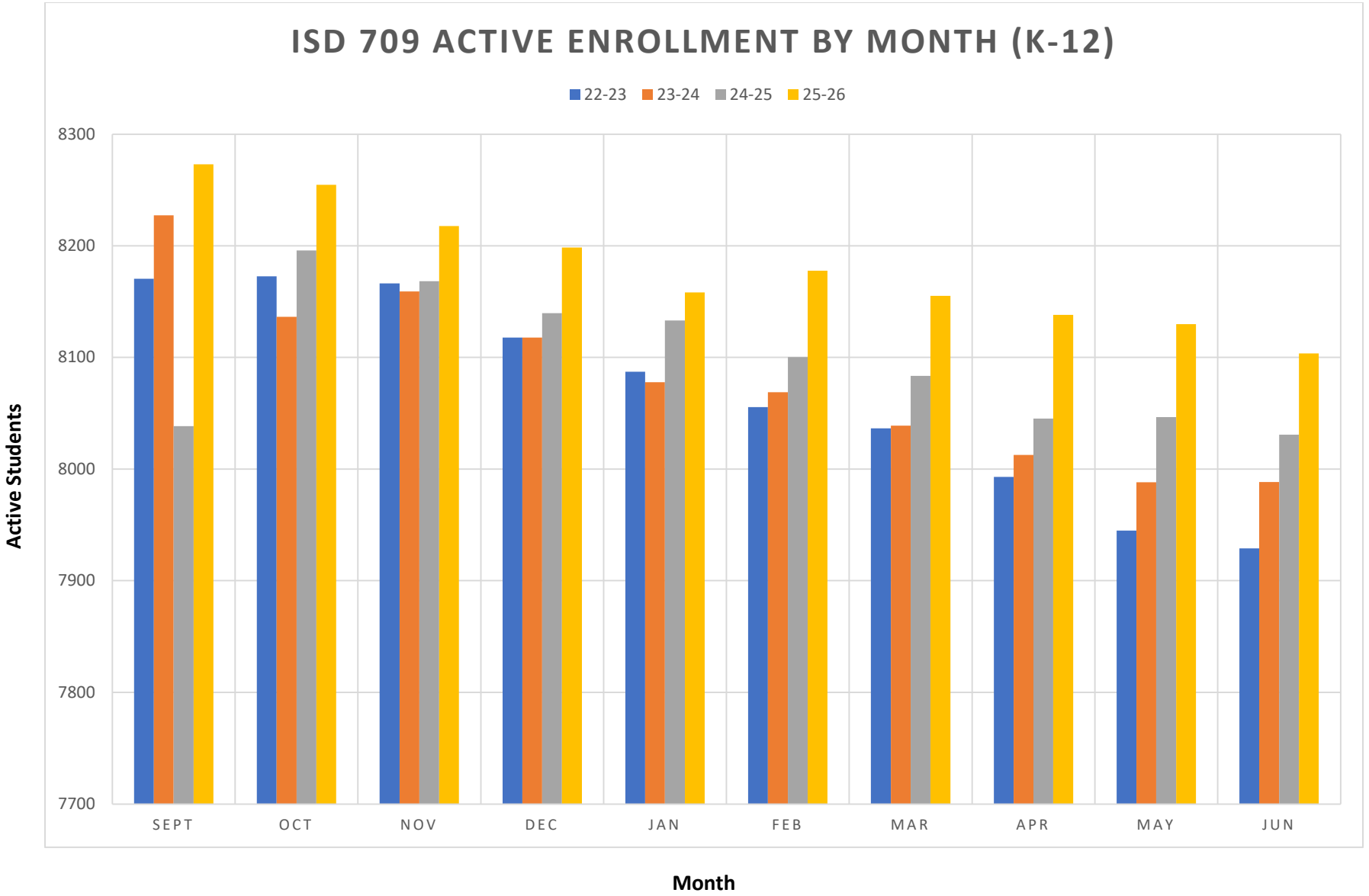
2025-2026 Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	474.00	486.00	484.00	483.00	486.00	485.00	484.00	485.00	482.67	489.67	487.67	-2.00		1.67	13.67
Homecroft 475	451.00	464.00	465.00	462.00	463.00	459.00	465.00	465.00	465.00	460.00	462.00	2.00		-2.00	11.00
Lakewood 500	252.00	240.00	243.00	242.00	241.00	243.00	243.00	242.00	243.00	244.00	244.00	0.00		4.00	-8.00
Lester Park 510	512.00	512.00	519.00	518.00	514.00	514.00	516.00	521.00	519.00	519.00	515.00	-4.00		3.00	3.00
Lowell 520	306.00	304.00	303.00	305.00	305.00	307.00	312.00	312.00	313.00	313.00	311.00	-2.00		7.00	5.00
Lowell Immersion 521	327.00	182.00	182.00	184.00	183.00	183.00	183.00	183.00	183.00	183.00	181.00	-2.00		-1.00	-146.00
MacArthur 525	270.00	260.00	255.00	255.00	257.00	258.00	260.00	258.00	252.67	253.00	250.65	-2.35		-9.35	-19.35
Myers Wilkins 540	312.15	454.00	462.00	463.00	458.56	452.00	453.00	453.00	452.00	454.00	452.00	-2.00		-2.00	139.85
Piedmont 550	387.00	401.00	400.00	404.00	399.00	404.00	405.00	404.00	404.00	402.00	401.00	-1.00		0.00	14.00
Stowe 565	238.00	235.00	233.00	235.00	237.00	237.00	241.00	239.00	239.00	247.00	246.00	-1.00	-14.35	11.00	8.00
Lincoln Middle 225	667.87	719.86	698.86	701.86	703.86	700.86	687.86	689.86	684.86	680.86	685.86	5.00		-34.00	17.99
Ordean East Middle 335	1073.61	1142.27	1130.27	1116.27	1119.27	1116.27	1121.27	1115.34	1114.34	1120.34	1119.34	-1.00	4.00	-22.93	45.73
AE Online 650	166.24	49.67	112.16	133.16	142.22	134.27	179.71	182.16	179.17	173.93	172.92	-1.01		123.25	6.68
Denfeld 215	896.17	1040.60	1000.41	973.29	944.74	948.25	931.95	927.06	924.49	917.47	918.04	0.57		-122.56	21.87
East 220	1382.11	1541.90	1460.81	1448.57	1432.62	1428.77	1390.90	1378.21	1377.22	1365.05	1360.76	-4.29	-4.73	-181.14	-21.35
Merritt Creek Academy 81	84.33	80.00	83.00	82.00	85.86	82.00	85.00	83.00	83.00	89.00	88.00	-1.00		8.00	3.67
ALC Seat Based 611	92.72	63.00	81.00	80.00	83.86	80.00	81.71	82.00	81.00	78.00	71.86	-6.14		8.86	-20.86
Chester Creek Academy 575	31.00	28.00	30.00	31.00	29.00	29.00	30.00	31.00	33.00	31.00	32.00	1.00		4.00	1.00
Rock Ridge Academy 580	46.00	38.00	43.00	43.00	44.00	41.00	44.00	43.00	44.00	45.00	45.00	0.00		7.00	-1.00
Arrowhead Academy 605	22.33	8.00	24.00	18.00	23.00	15.00	16.00	16.00	15.00	15.00	13.00	-2.00		5.00	-9.33
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.25	0.25	0.50	0.75	0.50	1.50	1.00		1.50	1.25
Hospitals 630	23.00	2.00	20.00	16.00	19.86	16.00	22.00	21.00	25.00	29.00	27.00	-2.00		25.00	4.00
The Bridge 950	16.00	23.58	24.58	23.58	24.58	24.58	25.00	24.00	23.00	20.00	18.00	-2.00	-11.14	-5.58	2.00
Total:	8030.78	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	8155.13	8138.17	8129.82	8103.60		-26.22	-136.71	72.82
Change		244.10	-20.29	-36.86	-21.30	-38.18	19.40	-22.52	-16.96	-8.35	-26.22				
Duluth Adult Education		367.00	525.00	612.00	689.00	726.00	775.00	876.00	966.00	1063.00	1107.00	44.00			

2025-2026 Month to Month Enrollment Changes by Grade

Month to Month 2025-2026	Total Sept	Total Oct	Total Nov	Total Dec	Total Jan	Total Feb	Total Mar	Total Apr	Total May	Total Jun	Current Month Dif	MtoM Net	YTD	Current Avg
EC	151.06	211.04	299.03	337.06	347.07	364.07	369.07	376.08	382.12	389.12	7.00		238.06	322.57
PK	21.94	19.96	81.94	80.94	79.93	79.93	79.93	76.91	75.90	75.88	-0.02	6.98	53.94	67.33
KA	132.00	144.25	147.00	150.00	152.00	155.00	154.00	153.67	157.67	159.67	2.00		27.67	150.53
KG	460.00	457.00	456.00	451.56	454.00	457.00	454.00	454.00	453.00	449.00	-4.00		-11.00	454.56
1	593.00	595.00	597.00	597.00	593.00	599.00	603.00	601.00	602.00	603.00	1.00		10.00	598.30
2	595.00	596.00	595.00	591.00	592.00	595.00	594.00	594.00	597.00	596.00	-1.00		1.00	594.50
3	609.00	603.00	604.00	602.00	601.00	608.00	607.00	607.00	608.00	603.25	-4.75		-5.75	605.23
4	614.00	623.00	618.00	618.00	614.00	617.00	616.00	612.67	617.00	614.65	-2.35		0.65	616.43
5	600.00	604.00	607.00	604.00	603.00	604.00	607.00	603.00	604.00	605.00	1.00		5.00	604.10
6	631.00	623.00	616.00	621.00	616.00	615.00	614.00	616.00	619.00	618.25	-0.75	-8.85	-12.75	618.93
7	618.00	611.00	610.00	615.00	612.00	612.00	614.00	611.00	619.00	613.00	-6.00		-5.00	613.50
8	654.41	642.41	640.41	638.41	639.41	635.41	632.48	633.48	631.48	630.48	-1.00	-7.00	-23.93	637.84
9	655.58	660.00	654.85	652.28	650.99	648.15	647.29	652.40	653.29	654.29	1.00		-1.29	652.91
10	701.00	708.56	706.00	699.99	700.81	706.10	700.21	697.07	685.36	684.61	-0.75		-16.39	698.97
11	684.72	685.09	672.28	667.78	658.85	658.28	662.43	656.43	650.43	645.68	-4.75		-39.04	664.20
12	727.17	702.28	694.19	688.41	671.19	667.71	649.72	646.45	632.59	626.72	-5.87	-10.37	-100.45	670.64
K 12 Total:	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	8155.13	8138.17	8129.82	8103.60	-26.22	-26.22	-171.28	8180.63


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
22-23
23-24
24-25
25-26
8300
8200
8100
8000
7900
7800
7700
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Active Students
Month


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
22-23
23-24
24-25
25-26
8300
8200
8100
8000
7900
7800
7700
Active Students
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Month

Child Nutrition Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department:	Child Nutrition
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	Sheila Oak

What We're Working On:
Filled Summer jobs at the following schools and will be ready to feed children for summer meals at Laura Macarthur, Denfeld, Lincoln Park, Myers Wilkins, Piedmont and Rockridge. Meals begin on 6/15/26 and run through 8/21/26. Attached is a flyer that will be hung up around the schools and community, as well as on social media.

Staffing Report:
Assistant Jobs
Lincoln Park-1
East -2
Piedmont-1
Denfeld-1
Congdon-1
Lowell-1
Managers
Homecroft
Rockridge
Adult Learning Program

Retirements:
Carrie Miller, Rockridge Manager, will retire at the end of this school year. Thanks Carrie for 16 years of dedicated service to Child Nutrition

Food, Friends & Fun!

Free Summer meals are available to all kids 18 and younger. To eat, just show up!



This institution is an equal opportunity provider

June 15 – August 21, 2026

(No Meals June 19 and July 3)

Duluth Summer Meal Sites:

Breakfast served from 7:30 am - 10 am

Lunch served 11 am - 12:30 pm

MacArthur Myers-Wilkins

Piedmont Denfeld

(Denfeld = Monday-Thursday, Closed in August)

Lincoln Park Middle

(Lincoln = Breakfast 9 - 10 am & Lunch 11 am-12 pm)

Facilities Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department:	Facilities
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	Bryan J. Brown

What We're Working On:

1. We continue to work on filling open positions in our buildings. So far we have filled one opening at East high school for a day custodian. Planning in process for summer cleaning and maintenance work at all school buildings.
2. Recent projects:
    a. Tree clean-up at Lowell Elementary
    b. School forest/creek tree work at Lester Park Elementary
    c. Transfer switch upgrade - Congdon Park Elementary
    d. Chiller Encapsulation - Denfeld High School
3. Upcoming projects:
    a. Summer painting
    b. Multiple areas of fence and tree work
    c. Storm sewer cleaning and inspection
    d. Rockridge Academy waterproofing
    e. Roof Inspections - District wide
    f. Turf GMAX testing

Staffing Report:

- We still need an Engineer 4 at East and two custodian 1
- We need a SSEII at Ordean and two custodian 1
- We need to fill the split custodian 1 for Homecroft/Ordean
- We need to fill a SSEI and a custodian 1 at Myers
- We need to fill the SSEI positions at Lakewood and at Stowe
- Temporary part-time Utility worker needed for summer projects

Safety Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

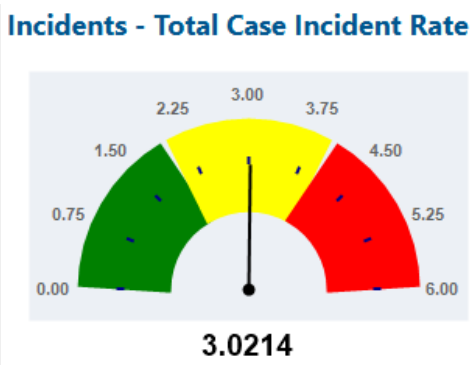
Department:	Safety
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	August Leopold

Health and Safety Topics:

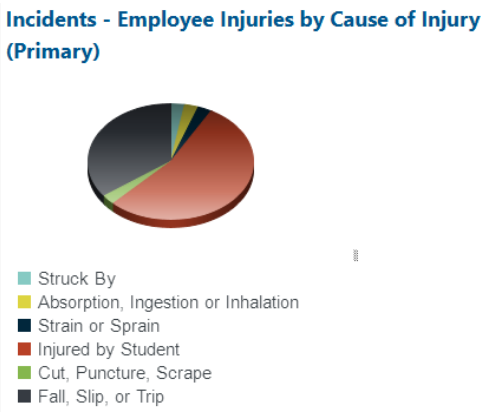
- **Regulatory Requirements**
  - Lead in Water testing has been completed, awaiting the results and will likely need some retesting and possible replacement of some fixtures
  - Playground and playscape safety inspections have been completed, corrections are ongoing
  - Annual operable hoists inspections are getting scheduled for July
  - Occupational Safety Committee meeting was held on the 27th

- **Trainings and Planning**
  - Walkthroughs with Critical Response Group have been completed. Once the maps have been received our Emergency Operations Plan will be updated with them. Building administration and Emergency Services will also be updated with the new maps
  - Quarterly safety newsletter was sent out to staff
  - Attended the Quarterly Minnesota Safety Council meeting at St. Scholastica

- **Employee Injury Update for May**
  - Our total case injury rate (TCIR) for May 2026 was 3.02, this is lower than last month. This is a decreased rate from last month. Our year to date TCIR is now 2.51. We had a total of 31 reports of injury with three of them being OSHA recordable. One recordable injury was from a student, the other from a fall from height, and the other from a respiratory condition. Our highest category for reported injuries remains injured by student.



May



Year to Date

Technology Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department:	Technology
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

- Details are being lined up with contractors and service providers for technology projects taking place this summer as project start dates approach. Cabling and AV installation continues at the First Street site through the final months of the build. We're making preparations to connect our district's network services to the First Street site and expect this connection to go online by the end of June. Early this summer we'll be sending three staff from our department to the Minnesota Generative AI summit; they'll be joined by a couple staff from the district's curriculum team.

What We're Working On:

- Meetings have begun with the AI task force to discuss age-appropriate screen time recommendations as the district seeks to focus on intentional use of student technology devices
- Our team is preparing for major summer projects including the installation of several new pieces of network equipment and the reconfiguration of our building-to-building network districtwide
- Network equipment has been received and is being configured by our staff for the First Street building
- We're continuing to fine-tune service renewals for our new fiscal year to to identify and implement recurring expense reductions
- Tech and network staff leadership is checking in regularly with contractors and facilities staff regarding the First Street Building construction and future move-in processes

Staffing Report:

- Digital Innovation Specialist Robin Ryme will be departing their position for a career advancement opportunity outside our district. Robin has most recently served Denfeld and our ALC/AEO site. Responsibility for these sites has been reassigned among our Digital Innovation team members as a new position is prepared for posting to address key department needs.

Transportation Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department:	Transportation
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	Jeremy Kasapidis

What We're Working On:

- Cleaning up some of our current year routing to make for a more efficient and trouble free rollover for the 26-27 school year.
- Organizing and routing for the scheduled 25-26 summer school programming.
- Planning for upcoming yearly bus inspections.

RESOLUTION

Adoption of the Fiscal Year 2027 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2027 budget as presented to the School Board, be adopted.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Ron Lorentz	$1,800.00	Used for Denfeld's DCD/ASD programs	Supports the work our program does for the students
District Service Center	Love Creamery	In-kind	Goldfine Gold Star Teacher Award Ceremony	Donated ice cream to be served to attendees at the Goldfine Gold Star Teacher Awards Ceremony at Lincoln Park Middle School on May 13, 2026
District Service Center	Blaze Credit Union (Stephanie Johnson)	$500.00	This donation is for Unity in Our Community.	
District Service Center	Carrie Johnson	$100.00	This donation is used for Unity in Our Community	
Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	$598.05	Clothing for Families in Transition	
Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	$550.81	Clothing for Families in Transition	
Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	$457.19	Clothing for Families in Transition	
Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	$504.67	Clothing for Families in Transition	
Districtwide	Angela Dearing	In-kind	Circus Tickets for All Elementary Students	
Districtwide	Sullivan-Hill Fund in care of Duluth Harbor Mission	$700.01	Clothing for FIT students	
Lincoln Park	Donors Choose	In-kind	Use for Educational Resources	$100 Gift card for Educational Resources for Mrs. Heather White

Lincoln Park	Donors Choose	In-kind	To use for Mrs. Whites classroom	Paper Mate InkJoy 300RT Retractable Ballpoint pen Pilot G2 Gel Pen Set - Assorted Colors Coruscant Highlighter - 100 Pack IXL Ultimate 5th Grade Math Workbook Ticonderoga Wood Cased Pencils Clorox Disinfecting Cleaning Wipes
Lincoln Park	Donors Choose	In-kind	To use for Mrs. Whites Classroom	Pilot G2 Premium Retractable Gel Ink Rolling Pen 27 Feet Magnetic Border 19 sheet Confetti Play-Doh sparkle and scents variety pack X2 Nabisco Sweet Treats Cookie Variety Pack Decorably 12 Famous Mathematicians posters X2 Expo Dry Erase Markers Ticonderoga Neon Pencils #2 Additional requested resources
Lincoln Park	Anonymous	In-kind	To give to the kids that need shoes	5 Pairs of running shoes, 2 Pairs of crocs
Lincoln Park	Anna M Anderson	$20.00	6th Grade Fort Snelling Field Trip Donation	Wanted to give a donation to 6th Grade Fort Snelling Field Trip
Lincoln Park	Calley Christiansen	In-kind	To Give to the students that need the clothes	1 Winter Jacket, 1 Pant romper, 10 Sweaters/Sweatshirts, 3 pairs of pants, 3 PJ sets, 10 shirts (long and short sleeve)
Lincoln Park	LPMS Building wide Donation	$1,162.00	For Student Council	This money was LPMS Building wide donations for the student council
Myers-Wilkins	PHI SIGMA SIGMA	$8,109.00	Classroom needs	

Certification of Updated District Population Estimate

RESOLUTION
CERTIFYING THE POPULATION ESTIMATE FOR THE 2026 PAYABLE 2027 LEVY OF INDEPENDENT SCHOOL DISTRICT 709.

WHEREAS, the Independent School District #709 has experienced an increase in population from the 2020 census figure of 94,639, to the current census figure of 95,423 as determined by the State Demographer.

BE IT RESOLVED, by the School Board of Independent School District #709 that the census figure of 95,423 be certified to the State Demographer for approval of use in the 2026 payable 2027 revenue calculations.

For the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof: _____

And the following voted against:_____

Whereupon said resolution was declared duly passed and adopted.

Date: _____

BY ORDER OF THE SCHOOL BOARD

_____ (Clerk Signature)
_____ (Clerk Name)
School Board Clerk

BACKGROUND:

According to Minnesota Statutes § 275.14, the population of a school district must be certified by the Department of Education from the most recent federal census. In any year in which no federal census is taken, a population estimate may be made and submitted to the state demographer for approval. The school board can pass a resolution by June 30, 2026, of the updated population of the district as determined by the state demographer.

According to estimates from the state demographer, the district population increased from 94,639 in 2020 to 95,423 in 2025. This population increase will impact the revenue the community education programs receive based on the current funding calculation, which uses the district population to determine total funding.

Increased Revenue by Program Area

General Comm Ed - Census Increase x $6.35
Youth Service - Census Increase x $1
Adults With Disabilities - Census Increase x $.34
Youth After-School Enrichment - Census Increase x $1.85
(1) $1.85 times the greater of 1,335 or the population of the district, as defined in section 275.14, not to exceed 10,000; and
(2) $0.43 times the population of the district, as defined in section 275.14, in excess of 10,000.
Youth after-school enrichment revenue must be reserved for youth after-school enrichment programs.

First Street Building

Naming Process and Recommendation

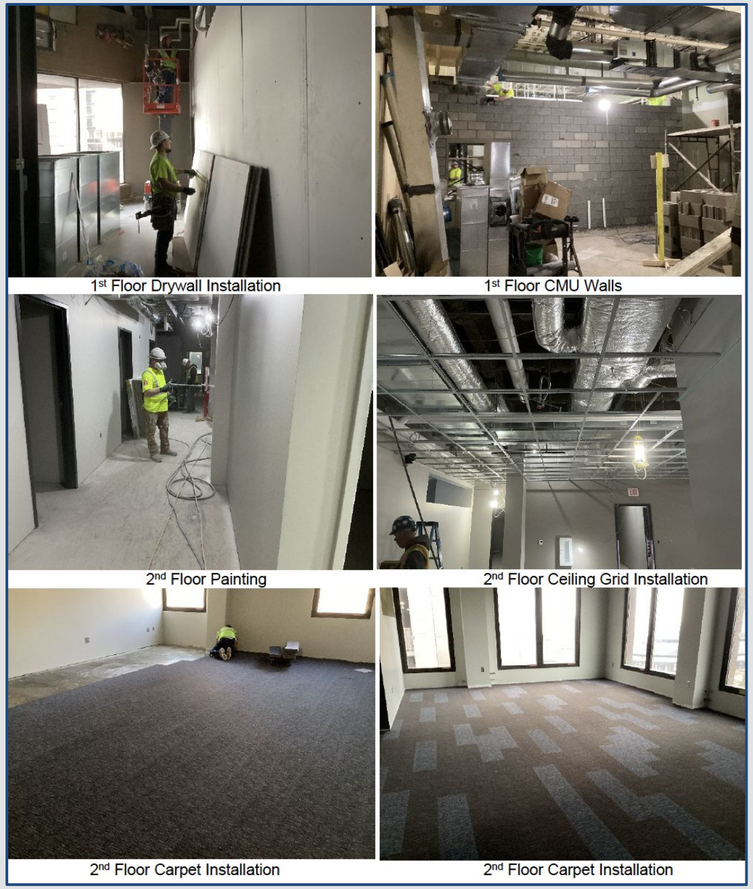
Process

- Naming suggestion window was open for one month
- Received 37 suggestions
- Invited 20 people to participate in the naming committee
  - Internal and external people



Process

- 3 names came to the top
- Spent time researching
- 5 meeting between January and May
- Addition of Cultural Center
- Meeting with Tribal Chair



Naming Recommendation

Duluth Central Education Services
Ethel Ray Nance Cultural and Welcome Center

- Brings back a name from the district, which had 6 suggestions
- Honors a distinguished alumna who had many milestones in her life in advancing quality of life for different cultures.

Questions?

RESOLUTION
Resolution Relating to the Naming of a New School Facility

WHEREAS, Board Policy 810, Name Rights & Naming School Facilities, establishes the criteria and procedures for granting naming rights in relation to School District facilities;

WHEREAS, in 2023, the District purchased a building located at 424 W. 1st Street, Duluth, MN 55802, which was previously owned by the Duluth News Tribune and therefore referred to as the "Duluth News Tribune Building";

WHEREAS, the District has not yet named the new facility following its purchase;

WHEREAS, Board Policy 810 provides that 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;

WHEREAS, in accordance with Board Policy 810, a committee was created to consider and recommend an appropriate name for the new facility;

WHEREAS, in accordance with Board Policy 810, naming rights may be by consideration – in which a contributor makes a financial contribution, sponsorship, or the provision of equipment, materials, land or services in return for naming rights;

WHEREAS, alternatively, naming rights may be by recognition – in which the naming rights are a recognition of outstanding service to the School District in an academic or administrative capacity, recognition of achievements of distinguished alumni, or recognition of generous financial or other contribution that was not rendered in consideration of granting of naming rights;

WHEREAS, the committee met and considered a number of proposed names for the new facility, and has recommended naming by recognition to the "Duluth Central Education Services and Ethel Ray Nance Cultural & Welcome Center";

WHEREAS, in accordance with Board Policy 810, the Superintendent has followed the committee's recommendation and recommends the School Board name the new facility "Duluth Central Education Services and Ethel Ray Nance Cultural & Welcome Center"; and

WHEREAS, the School Board has final authority to approve the naming of School District facilities in accordance with Board Policy 810.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 709, as follows:

1. The facility located at 424 W. 1st Street, Duluth, MN 55802, currently referred to as the Duluth News Tribune Building, is hereby named as follows:

   Duluth Central Education Services and Ethel Ray Nance Cultural & Welcome Center

2. This name change shall be effective on July 1, 2026, and shall remain in effect unless changed according to Board Policy 810.

3. District staff are directed to take all steps necessary to implement this naming, including, but not limited to, procuring and installing appropriate signage, updating District records and materials to reflect the new name, and completing related administrative tasks. All expenditures and actions shall comply with applicable Minnesota law and District policies, including obtaining School Board approval where required.

R E S O L U T I O N

RE: Termination of Certified Probationary (Non-Renewal) Staff

WHEREAS, during the first three years of consecutive employment all teachers in the public schools in cities of the first class are deemed to be in a probational period of employment during which period the School Board may renew, or not renew, any teachers' annual contract as the School Board shall see fit. The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as a placement teacher and visiting teacher.

NOW, THEREFORE, BE IT RESOLVED by the School Board on Independent School District No. 709, St. Louis County, Minnesota, as follows:

1. The employment contracts of the following probationary teachers shall not be renewed and their employment shall terminate at the end of the school day on June 05, 2026, unless another date is indicated below, in which case the employment of the particular teacher shall terminate on **that date.**

PLACEHOLDER

2. ***BE IT FURTHER RESOLVED*** the Clerk of the School Board shall notify such teachers in writing before July 1, 2026, of the termination of their employment.

HUMAN RESOURCES ACTION ITEMS FOR: June 9th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
JOHNSON, CANDICE D	LTS GRADE 1/LESTER PARK, (BA+30) III, 8, 1.0, TRUITT K.	05/07/2026

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
ANDERSON, SCOTT L	HEALTH EDUCATION - ORDEAN-EAST MS	06/05/2026
EVANS, SHAUNTEZMON DE'ANDRE	ASST PRINCIPAL - LINCOLN PARK MS	06/19/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
SAVRE, JAMIE B	REVISED RETIREMENT DATE-GUIDANCE COUNSELOR SECONDARY - EAST	11/03/2026

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
JANSICK, JAYME C	HOURLY DISHWASHER/MYERS-WILKINS, UP TO 12 HRS/38WKS, $14.00/HR	05/13/2026
PEARSON, SEAN D	CUSTODIAN/EAST, 40/52WKS, $18.05/HR, SCHERER G.	05/11/2026
RAINS, MICHAEL W	CUSTODIAN/EAST, 40/52WKS, $18.05/HR, KING J.	05/05/2026
WALTERS, LAURI L	ATTENDANCE IMPROVEMENT CLASSROOM TUTOR PARA/DENFELD, UP TO 20 HRS/38WKS, $20.19/HR	05/04/2026

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
HOFFMAN, JANE D	HRLY CAFETERIA/PLAYGROUND MONITOR - LOWELL ES	05/22/2026
MILLER, CARRIE A	CAFETERIA MANAGER - ROCKRIDGE ACADEMY	06/04/2026
PARRENT, ALAN R	PRE K PROG PARA - PIEDMONT ES	06/05/2026
RAINS, MICHAEL W	SCHOOL CUSTODIAN 1 - EAST HS	05/08/2026
RYME, ROBIN A	DIGITAL INNOVATION SPECIALIST - DW	06/05/2026
SHEVCHUK, ROBERT L, SR	SCHOOL CUSTODIAN 1 FLOAT -DW	05/11/2026
THOMSON, CHRISTOPHER J	SCHOOL CUSTODIAN 1 - MYERS-WILKINS ES	05/15/2026

NON-CERT PRESUMED RESIGNED	POSITION	EFFECTIVE DATES
DANDREA, LINDSEY M	HRLY CHILD NUTRITION HELPER-MYERS WILKINS ES	05/07/2026

NON-CERTIFIED RETIREMENT		
KOLBERG, STEPHEN M	ENGINEER II - CONGDON PARK ES	08/07/2026
MCTAVISH-MISGEN, CINDY L	CAFETERIA HELPER 1 - LOWELL ES	06/05/2026

Duluth Public Schools

REVISED BUDGET

HR/BS Services Committee Monthly Fund Balance Report

June 8, 2026 Committee Meeting

BUDGET SUMMARY

05/05/26

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	Percent spent
	FUND	Jul-25	JULY 25-26	July -June	July -June	July -June	
General	1	$ 134,020,612.52	$ 137,560,907.11	$ 98,434,806.35	$ 12,852.69	$ 39,113,248.07	72%
REVISED REVENUE - SPECIAL EDUCATION			**$ 5,256,647.00**				
REVISED REVENUE - + 32 ADM adjustment			**$ 239,392.00**	**TOTAL REVISED REV = $5,496,039.00**			
Food Service	2	$ 6,120,000.00	$ 6,120,000.00	$ 4,809,502.89	$ -	$ 1,310,497.11	79%
Transportation	3	$ 3,866,200.00	$ 3,866,200.00	$ 3,738,315.34	$ -	$ 127,884.66	97%
Community Ed	4	$ 8,187,495.00	$ 8,187,697.50	$ 6,178,710.19	$ -	$ 2,008,987.31	75%
Operating Capital	5	$ 4,680,435.48	$ 1,974,644.89	$ 1,222,215.51	$ -	$ 752,429.38	62%
Building Construction	6	$ -	$ -	$ (125,000.00)	$ -	$ 125,000.00	
Debt Service Fund	7	$ 27,857,301.00	$ 27,857,301.00	$ 2,212,780.97	$ -	$ 25,644,520.03	8%
Trust Fund	8	$ 320,000.00	$ 320,000.00	$ -	$ -	$ 320,000.00	0%
Dental Insurance Fund	20	$ 959,836.00	$ 959,836.00	$ 1,113,806.43	$ -	$ (153,970.43)	116%
Student Acitivity	79	$ 106,940.00	$ 110,490.00	$ 456,740.01	$ -	$ (346,250.01)	413%
REVENUE	**TOTALS:**	**$ 186,118,820.00**	**$ 192,453,115.50**	**$ 118,041,877.69**	**$ 12,852.69**	**$ 68,902,346.12**	61%

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	$ 128,563,977.06	$ 129,507,315.31	$ 121,355,172.76	$ 1,935,806.91	$ 6,216,335.64	95%
Food Service	2	$ 6,095,464.00	$ 6,095,464.00	$ 5,066,533.97	$ 835,428.48	$ 193,501.55	97%
Transportation	3	$ 7,864,200.00	$ 7,864,200.00	$ 9,714,906.48	$ 273,520.43	$ (2,124,226.91)	127%
Community Ed	4	$ 7,725,252.00	$ 7,725,252.00	$ 6,818,440.54	$ 33,889.00	$ 872,922.46	89%
Operating Captial	5	$ 5,648,724.89	$ 5,648,724.89	$ 6,747,714.80	$ 1,992,670.05	$ (3,091,659.96)	155%
Building Construction	6	$ -	$ -	$ 14,270,201.90	$ 14,755,852.37	$ (29,026,054.27)	
Debt Service Fund	7	$ 27,394,520.00	$ 27,394,520.00	$ 27,398,834.69	$ -	$ (4,314.69)	100%
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	$ 1,278,534.60	$ -	$ (252,986.60)	125%
Student Acitivity	79	$ 86,750.00	$ 756,295.34	$ 348,400.53	$ 46,293.81	$ 361,601.00	52%
EXPENSE	**TOTALS**	**$ 184,675,277.95**	**$ 186,288,161.54**	**$ 192,998,740.27**	**$ 19,873,461.05**	**$ (26,584,039.78)**	114%

** special ed orginial budget R & E	$26,085,315.00
adjusted w/ cross subsidy R	$31,341,962.00
adjusted w/cross subsidy E	$36,480,478.00

Extra Curricular	Fund 01 Prog 298
Revenue	$ 547,564.04
Expense	$ 716,360.40

Fundraisers Reported
May 2026

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
Districtwide	Duluth Public Schools	$100.00	Chipotle Fundraiser
Districtwide	Duluth Public Schools	$200.00	Noodles and Company Fundraiser

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **BID #1351 BAKERY/BREAD**

Date: May 18, 2026

The BID is to provided bakery products to several of our sites district wide.

One (1) of 3 vendors responded with the following results:

VENDOR	**TOTAL**
Pan-O-Gold	**$ 25,431.25**
Bimbo Bakeries	DID NOT SUBMIT A BID
Great Harvest Bread Company	DID NOT SUBMIT A BID

Sheila Oak and Stacy Bergstedt reviewed the BID.

Sheila Oak, Supervisor of Child Nutrition Programs, recommends accepting and awarding the BID meeting specifications as submitted by Pan-O-Gold for the amount of **$25,431.25.**

Program: Child Nutrition

Fund Custodian: Sheila Oak, Supervisor of Child Nutrition Programs

MEMO CHILD NUTRITION DEPARTMENT

To: Cathy Holman, District Purchasing Coordinator

From: Sheila Oak, TDR., Supervisor, Child Nutrition

Date: May 18th, 2026

Re: Bread Bid #1351

Bread Bid #1351 was sent to Bimbo Bakeries USA, Great Harvest Bread Company, and Pan-O-Gold Baking Company.

One vendor submitted Bread Bid #1351: Pan-O-Gold Baking Company.

Bimbo Bakeries USA and Great Harvest Bread Company did not submit a bid.

The recommendation is the July 1, 2026- June 30, 2027 Bread Bid #1351, go to Pan-O-Gold of St. Cloud Minnesota. Their bid came in at $25,431.25.

If you have any questions, please do not hesitate to call.

Thank you.

Tabulation
#4410
Storm Sewer Cleaning and Inspection 2026
Duluth Public Schools

Denfeld High School, East High School, Lester Park Elementary, Congdon Park Elementary, Piedmont Elementary, Myers-Wilkins Elementary

Company	Total Price
MJ Companies LLC	24,960.00
Nelson Sanitation & Rental Inc.	33,425.00
Northland Constructors of Duluth	42,650.00

ESTIMATE

MJ Companies LLC
4702 1st Ave S
Duluth, MN 55803-1353

mjcompaniesmn@gmail.com
+1 (218) 499-1443

COMPANIES, LLC

Bill to
Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

Ship to
Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

Estimate details
Estimate no.: 2060
Estimate date: 03/30/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Vac Truck**	Storm Sewer Cleaning & Inspection Lester Park Elementary Denfeld Highschool Congdon Park Elementary Piedmont Elementary Myers - Wilkins Elementary MJ Companies LLC To Provide: Vac Truck and all jetting equipment required for inspection process, any and all Safety Equipment needed for confined space. Notification to Duluth Fire Dept while preforming any confined space operations. Document condition of manholes and pipe with pictures and video Detailed on reports of condition. Anything above and beyond the scope would be discussed with management of Duluth Public Schools to determine a solution and costs associated with them. Access to sites would ideally be either after hours of school or in the summer months when school isn't in session. Rate is Port to Port @ $390.00 per hour based on 10 hours per site. (not to exceed $19500.00)			$0.00

2.	**Vac Truck**	Lester Park Elementary	10	$390.00	$3,900.00
3.	**Vac Truck**	Denfeld High School	10	$390.00	$3,900.00
4.	**Vac Truck**	Congdon Park Elementary	10	$390.00	$3,900.00
5.	**Vac Truck**	Piedmont Elementary	10	$390.00	$3,900.00
6.	**Vac Truck**	Myers - Wilkins Elementary	10	$390.00	$3,900.00
7.	**Vac Truck**	East High School	14	$390.00	$5,460.00
			Total		**$24,960.00**

Accepted date **Accepted by**

PROJECT	COMPANY	Cost $$		
4412				
Piedmont Playground	Diversified		$60,824.16	
	Duluth Concrete LLC		$91,675.00	Bid 7 days late
	Trinity	No Bid		
4411				
Lester Park Playground	Diversified		$35,026.67	Add BB Court add $13,064.28
	Total with add		$48,090.95	
	Duluth Concrete LLC		$37,125.00	Bid 7 days late
	Trinity	No Bid		

DULUTH/SUPERIOR
EST. 1999
CONCRETE SERVICES

3620 S County Road P • Poplar, WI 54864
(218) 428-6915 • duluthsuperiorconcrete@aol.com

PROPOSAL #2744

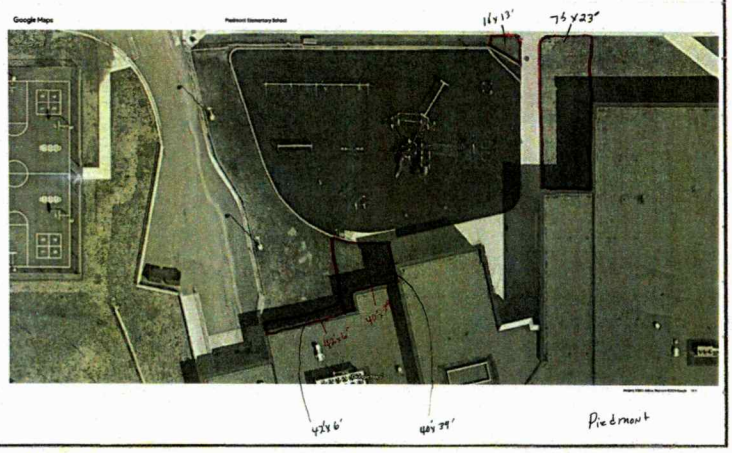
Step Specialist • Brick & Stone • All Types of Concrete • Foundation Repair

Proposal Submitted To: Duluth Public Schools	
Street: 713 Portia Johnson Dr.	
City, State and Zip Code: Duluth, MN 55811	
Phone	Date: 05/18/2026

Job Name: Piedmont Park Playground	Job Location	
Architect	Job Phone: Bryan Brown (320) 248-4440	Date of Plans

We hereby submit specifications and estimates for:

- Tear out and remove sections of top soil as shown in photo
- Haul in granular material as needed and compact
- Form and pour new concrete with 2'x2' rebar grid throughout
- Install dowels into existing concrete
- Expansion joint as needed
- Saw cut control joints



We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Satisfaction Guaranteed. Price Guaranteed Not to go up. Dollars ($ 91,675.00)

Payment to be made as follows: 50% Down and 50% Complete.

Price Good Gor 30 Days

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature Mitchell L. Holmes

Note: This proposal may be withdrawn by us if not accepted within days.

Accepture of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

DULUTH/SUPERIOR
EST. 1999
CONCRETE SERVICES

3620 S County Road P • Poplar, WI 54864
(218) 428-6915 • duluthsuperiorconcrete@aol.com

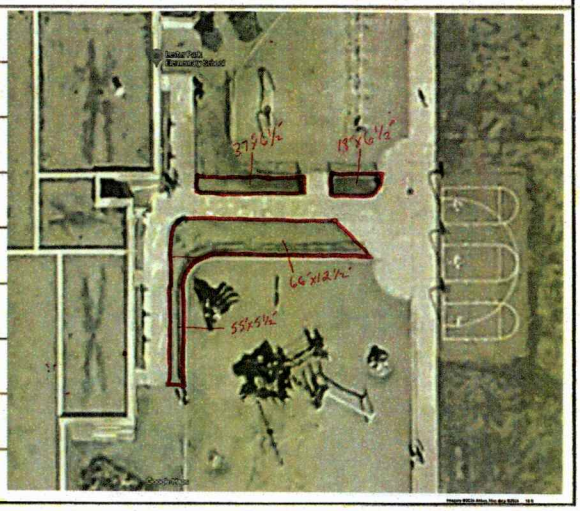
PROPOSAL #2743

Step Specialist • Brick & Stone • All Types of Concrete • Foundation Repair

Proposal Submitted To: Duluth Public Schools	
Street: 713 Portia Johnson Dr.	
City, State and Zip Code: Duluth, MN 55811	
Phone	Date: 05/18/2026
Job Name: Lester Park Playground	Job Location
Architect	Job Phone: Bryan Brown (320) 248-4440
	Date of Plans

We hereby submit specifications and estimates for:

- Tear out and remove sections of top soil as shown in photo
- Haul in granular material as needed and compact
- Form and pour new concrete with 2'x2' rebar grid throughout
- Install dowels into existing concrete
- Expansion joint as needed
- Saw cut control joints



We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Satisfaction Guaranteed. Price Guaranteed Not to go up. Dollars ($ 37,125.00)

Payment to be made as follows: 50% Down and 50% Complete.

Price Good Gor 30 Days

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature Mitchell L. Holmes

Note: This proposal may be withdrawn by us if not accepted within days.

Accepture of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

May 15, 2026

Diversified Paving is pleased to present your proposal for

CHANGE ORDER: Lester Park Elementary Playground #4411

Add Basketball Court

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Submitted to
Bryan Brown
ISD #709 Duluth Schools
(320) 248-4440

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Proposal Date 5/15/2026
Project ID 26-0143

Submitted to
Bryan Brown
(320) 248-4440

Services

CHANGE ORDER: Lester Park Elementary Basketball Court

Asphalt Paving $13,064.28

Remove and dispose of existing aggregate material in project area
Furnish and install 4" class 5 aggregate
Furnish and install 3" SPWEA240B bituminous
Compaction and finish rolling of bituminous

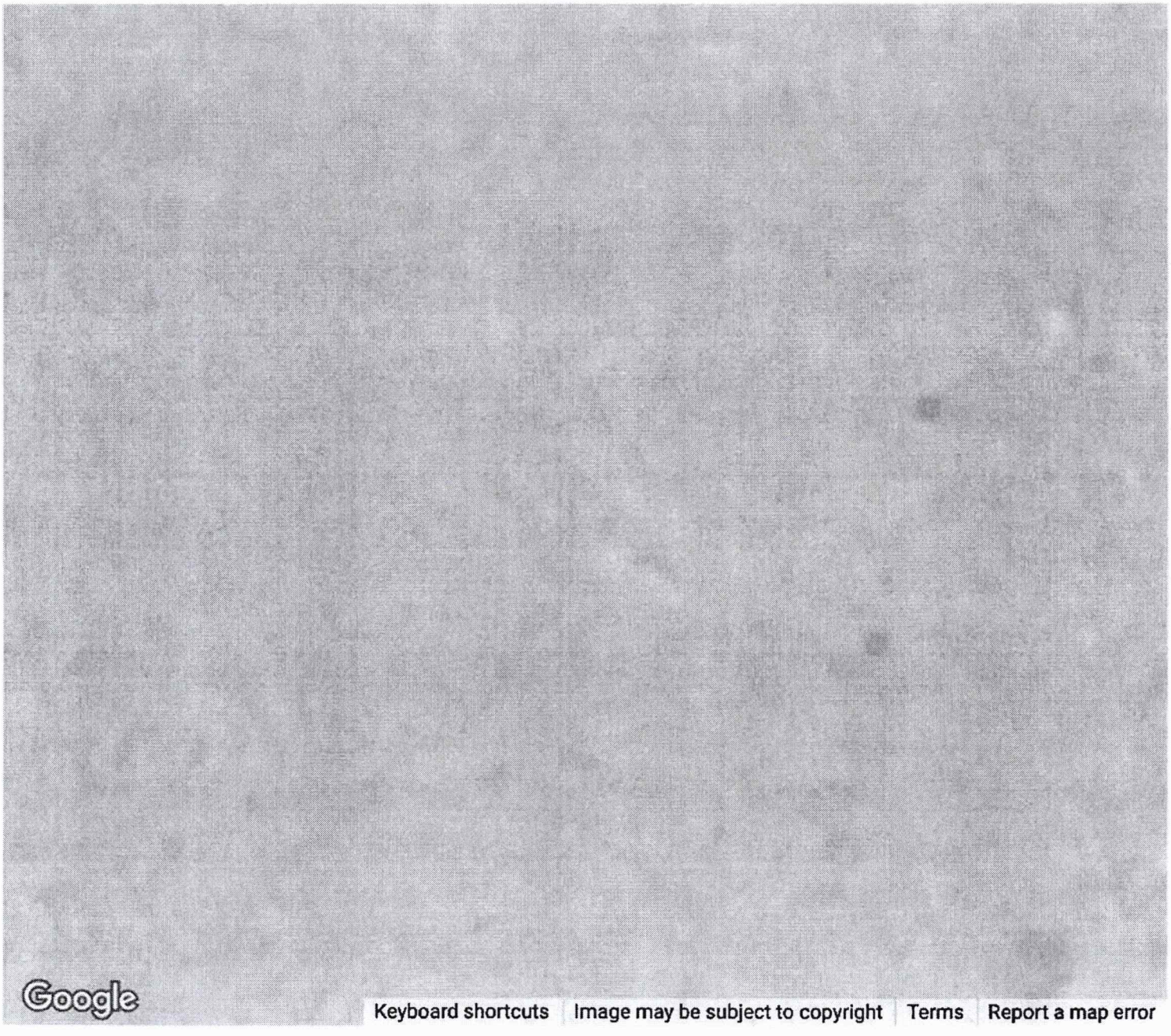
Additional Service Information

CHANGE ORDER: Lester Park Elementary Basketball Court

Asphalt Paving

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Project Map



Exclusions

Excludes :
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $4.75.
This is a quotation on the goods named and subject to the conditions noted below:
Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Bryan Brown
ISD #709 Duluth Schools

5/8/26
Date

Kyle Neu
Diversified Paving
kyle@dpipaving.com

5/18/28

Q-4413 TABULATION FOR SPORTS COURT AT LAKEWOOD	COST	RANK
SINNOTT BLACK TOP	$19,720.00	1
DIVERSIFED PAVING	$21,578.26	2

Duluth Lakewood Elementary
Kevin Smalley
kevin@sinnottblacktop.com
c) 218-391-1050

Base Bid – Surfacing and striping 85' x 70' @ 662 SY +/-

Base Bid Surfacing:
Apply (2) coats acrylic resurfacer to all court surfaces.
Apply (2) coats of textured color entire court surface. Championship Green.
Layout and stripe (1) pickleball, (1) basketball, (1) 4-Square, (1) Hop scotch with 2" playing lines. White

Base Bid Total $19,720.00

Base bid includes prevailing wage rates

Limitations:
Due to the nature of cracking their permanent repair cannot be guaranteed. Over time new cracks will appear due to the elements.

Terms:
Balance Due upon completion

Tennis West, LLC
PO Box 677
Hopkins, MN 55343

Agreed By: Joe Finley, Tennis West, LLC

Accepted By: Sinnott Blacktopping

6/1/26

June 2, 2026

Lakewood Elementary Sport Court Coating and Striping Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Submitted to
Bryan Brown
ISD #709 Duluth Schools
(320) 248-4140

Lakewood Elementary Sport Court Coating and Striping Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Proposal Date 6/2/2026
Project ID 26-0204

Submitted to
Bryan Brown
(320) 248-4440

Services

Lakewood Elementary Sport Court Coating and Striping Estimate

Lakewood Elementary Sport Court Coating and Striping	$21,578.26

Includes the following:
Lakewood Elementary - 85' x 70' @ 662 SY+/-
Mob
Pressure wash, patch
(2) coats AR
(2) coats textured color
Stirpe (1) PB, (1) BB, (1) 4 Square, (1) hop scotch

-Hop-Scoth
-4 Square
-Pickleball
-Basketball

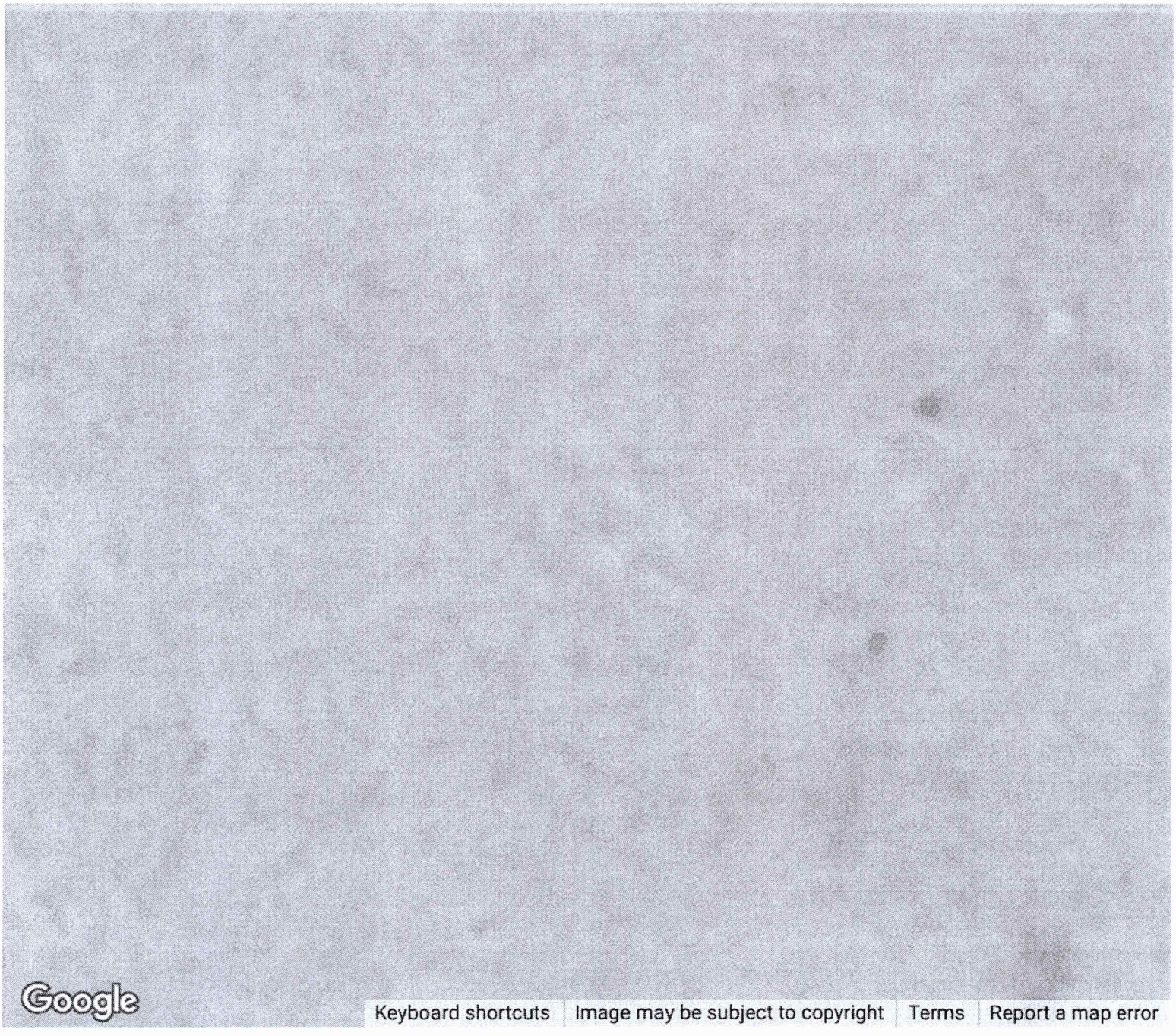
Total: $21,578.26

Additional Service Information

Lakewood Elementary Sport Court Coating and Striping Estimate

Lakewood Elementary Sport Court Coating and Striping

Project Map



Exclusions

Excludes :
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections

Lakewood Elementary Sport Court Coating and Striping Proposal

Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $4.75.

This is a quotation on the goods named and subject to the conditions noted below:

Diversified Paving provides a one-year warranty on workmanship unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 2% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

Payment schedule is specified and expected. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Bryan Brown ISD #709 Duluth Schools	Date	Kyle Neu Diversified Paving kyle@dpipaving.com

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 006329 **Fiscal Year:** 2026-2027 **Ship prepaid unless otherwise indicated.**

VENDOR
SINNOTT BLACKTOP LLC
327 2ND ST
PROCTOR, MN 55810

SHIP TO
LAKEWOOD ELEMENTARY SCHOOL
5207 N TISCHER RD
DULUTH, MN 55804

Attention to: Bryan Brown/KAB

Purchase Order Number	
01527009	Lakewood Sport Courts

Quantity	Unit	Description	Unit Cost	Amount
1.00000		Lakewood Sport Courts	19,720.	19,720.00
		Resurface, texture and stripe all court surfaces		
		Job Site: Lakewood Elementary School 5207 N Tischer Rd Duluth, MN 55804		
		See attached bid for full details		
		Send invoices to: ISD 709 Duluth Public Schools Attn: Accounts Payable 709 Portia Johnson Dr Duluth, MN 55811		
		or email to: ap.vendor@isd709.org		
		***DO NOT INVOICE PRIOR TO JULY 1, 2026		
		***PLEASE EMAIL PO IMMEDIATELY TO: kevin@sinnottblacktop.com		

Total: **$19,720.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 06/02/2026

AGREEMENT FOR SUMMER ALTERNATIVE LEARNING SUPPORT

This Agreement, made and effective as of the 26th day of May 2026, by and between Independent School District No. 709, Duluth Public Schools (hereinafter referred to as "non-member district" or "ISD 709"), and Independent School District No. 94, Cloquet Public Schools (hereinafter referred to as "Provider"), for collaborating on ALC programming for the sole purpose of providing alternative learning support such as Targeted Services, Credit Recovery and Independent Study within ISD 709.

RECITALS

The parties hereto recite and declare as follows:

1. The non-member district has a need and desire to report targeted services and independent study through the Provider's Alternative Learning Center (ALC) as required by the Minnesota Department of Education.

2. The Provider will submit service hours and other data required for targeted services, credit recovery and independent study to be reported to the Minnesota Department of Education needed by the non-member schools.

3. The non-member district desires to pay Provider to provide services referenced above.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

I. Term and Duration

This agreement shall commence on the 8th day of June 2026, through the 31st day of August 2026. This agreement can be renewed, modified, or changed only in written form and by approval by the non-member district and Provider.

II. Services to Be Provided by Provider

The Provider shall provide administrative support and MDE reporting coordination/submission for targeted services, credit recovery and independent study programming given in the non-member district.

III. Services to Be Provided by the Non-Member District

The non-member district shall be responsible for providing all aspects of program delivery including, but not limited to, all hiring, oversight and termination of appropriately licensed program staff. The non-member district shall also be responsible for paying all staff in alignment with its collective bargaining agreements and payroll policies. The non-member district shall be responsible for all scheduling and delivery of program curriculum and services, including continuous learning plans (CLPs). The non-member district will be responsible for providing for all facilities as well as coordination with other local programs that may be required by law, example summer food service.

IV. Payment and Reimbursement

Starting June 8th, 2026, the Provider will provide services as defined in section II and the non-member district agrees to pay the following:

- Non-member district access fee: 10% of revenues actually received by the non-member district from the Minnesota Department of Education, based on student enrollment in the Targeted Services, Credit Recovery, and Independent Study programs for which the Provider performs reporting and coordination services under this agreement, but in not event less than $10,000.

The Provider shall submit an invoice to the non-member district after the non-member district has received the applicable revenues from the Minnesota Department of Education, which invoice shall reflect the access fee described above. The non-member district shall remit payment within thirty-five (35) days following receipt of such invoice.

K Eder — 5.29.2026

Board Chair, Duluth Public Schools — Date

John Myers — 5/27/26

Superintendent, Duluth Public Schools — Date

[signature] — 5/26/2026

Board Chair, Cloquet Public Schools — Date

[signature] — 5/26/26

Superintendent, Cloquet Public Schools — Date

6/4/2026

Bryan Brown
Lakewood Elementary School

1139 Franklin Avenue, Suite 1
Sauk Rapids, Minnesota 56379
ics-builds.com
(320) 416-2004

Re: Independent School District #709
Lakewood Elementary School Propane tank

Dear Mr. Brown

The 18,000-gallon used propane tank that was quoted to us for $234,310.02 and approved by the board has unfortunately been sold to another party. When I contacted Edwards Oil to secure a replacement, they informed me they had another tank available but were unsure whether it could be recertified.

To keep the project moving, I reached out to Arrow Tank in Cambridge, MN regarding the purchase of a new 21,650-gallon tank. They referred us to B and B Piping, from whom we received a quote of $218,943.25. This option provides us with a brand-new tank and is $15,366.77 less expensive than the previously approved used tank.

Given the cost savings and the benefit of acquiring a new tank, this appears to be the most advantageous option moving forward.

Sincerely,

Rich Gareis
Project Manager
ICS

Docusign Envelope ID: 8753E392-47AC-8535-82B5-654DFFC5E83F

New Propane tank

A.G. O'BRIEN

CHANGE ORDER TRACKING

DATE 5/21/2026

Orig. Contract#: Change Order #

PROJECT: B&B Propane Add FLOOR

LABOR

CRAFT	HOURS	NAME	RATE	TOTAL
			$ 116.36	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
		Labor Total		$ -

MATERIALS

QUANTITY	PRODUCT	COST	TOTAL
1.00		$ 50.00	$ 50.00
1.00		$ 25.00	$ 25.00
1.00			$ -
			$ -
			$ -
	Materials Total		$ 75.00

Total			$ 75.00
Sales tax (Materials Only)	8.875%		$ 6.66
Subtotal			$ 81.66
Markup (Overhead & Profit) on subtotal	10%		$ 8.17
Total contractor costs with markup			$ 89.82
Subcontractor costs			$ 198,957.66
		B&B Gas Piping Plus	$ 198,957.66
		Insulation	
		Controls	
Subcontractor markup	10.0%		$ 19,895.77
Total Subcontractor cost with markup			$ 218,853.43
Management Fee			
Bond/Permit	0%		
Total Change Order			$ 218,943.25

TASK DESCRIPTION

A.G. O'BRIEN REPRESENTATIVE:

Signature Date

Printed Name | Title

CUSTOMER REPRESENTATIVE:

Signature Date

Printed Name | Title

Estimate

www.bandbpiping.com

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

Date	Estimate #
5/12/2026	5687

Name / Address

A.G O'Brien Plumbing Heating & Cooling

Terms
30% DOWN

THIS ESTIMATE IS NULL AND VOID AFTER 15 DAYS FROM DATE OF ESTIMATE.
This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and material which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

PROJECT

Lakewood

Item	Description	Qty	Total
	Used 18,000 gallon propane tank installed with the following -Precast piers (Includes all dirtwork needed to complete) -Class 1 Div 1 electric vaporizer -Vapor bypass system -Vapor distribution piping the tank/vaporizer to the school -All valves and piping needed to fill the tank via transport Vaporizer, Regulators, and Piping sized to deliver 4.5 million BTU		
Propane Tank 21650 Gal	NEW 21,650 GALLON LP TANK	1	105,000.00T
FREIGHT	Tank Freight	1	3,000.00T
PIERS#7	109" X 8"- 0" PRE-CAST PIER	2	9,075.63T
MISCELLANEOUS SU...	EXCAVATION AND DIRT WORK FOR PIERS	1	2,500.00T
MISCELLANEOUS SU...	ROCK FOR PIER BASE	1	2,500.00T
P-PADS-1	FELT - HIGH DENSITY FOAM PAD	2	508.18T
MISCELLANEOUS SU...	CRANE FEE	1	5,500.00T
MISCELLANEOUS SU...	4'X4' CONCRETE PAD FOR VAPORIZER	1	600.00T
H284-250	2' SEMI-INTERNAL PRESSURE RELIEF	2	1,573.58
ME830	VALVE-LIQUID LEVEL VENT 34/" MPT X 1/4" FPT	1	216.04
65529	1/4" x 2" XH Nipple	2	7.04
0467129	1/4 FS THD 90 ELBOW	1	15.50
ASG4004	4" NH3 0-400 PSI 4" Dial Bottom Stem	1	48.98
C6342-11-108	MAGNETEL GAUGE FOR 108 ID TK EM HEMI HEAD	1	1,004.63
LP-ME931	2 1/2" ADAPTER GAUGE MODEL B	1	201.51
MEJ701	6" THERMOMETER 2" DIAL SS 1/2"	1	72.43
C477-24-37	3" FISHER INTERNAL VALVE	1	2,099.71
C477-16	2" FISHER INTERNAL VALVE	3	4,587.13
4186535	3" X 2" SWAG NIPPLE XH	1	100.34
4186513	2" X 1 1/4" SWAGE NIPPLE XH	1	71.05
4186511	2" X 1" X-HEAVY SWAGE NIPPLE	2	119.73
A7513AP	2" GLOBE VALVE FPT	1	646.63
AL312P A7509BP	1-1/4 GLOBE VALVE	1	416.50
A7507AP	1" GLOBE VALVE	1	264.74
AL311P A7508AP	1" ANGLE VALVE	1	260.71

Sales Tax (6.875%)

PLUS ANY APPLICABLE SALES TAX

Total 694

www.bandbpiping.com

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

Date	Estimate #
5/12/2026	5687

Name / Address

A.G O'Brien Plumbing Heating & Cooling

Terms
30% DOWN

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PROJECT

Lakewood

Item	Description	Qty	Total
AL313P A7510BP	1-1/4" ANGLE VALVE	1	410.44
A7514AP	2" ANGLE VALVE	1	636.14
ME980C-6	3/4" FPT EMERGENCY SHUT OFF VALVE WITH CABLE LATCH	1	724.34
4186479	1 x 3/4 Swage Nipple	1	47.49
ME880-6/28	VALVE-EX FLO 28 GPM BRASS MARSHALL EXCELSIOR	1	58.37
TCHS2-200 8MMT-20	2" X 20" SS FLEX CONNECTOR	1	279.28
0467398	2" FS UNION	1	90.81
0467136	2" FS 90 DEGREE ELBOW	2	133.62
0467199	2" FS 45 DEGREE ELBOW	1	73.33
65614	2" X 6" XH NIPPLE	6	124.21
2BSXHPE	2"' X 21' SCH 80 BLACK PIPE (PER FOOT)	10	142.79
0467396	1 1/4" FS UNION	1	56.16
0467134	1 1/4" FS 90 DEGREE ELBOW	2	86.02
0467146	1 1/4" FS 45 DEGREE ELBOW	1	48.30
65592	1 1/4" X 6" XH NIPPLE	6	92.43
114BSXHPE	1 1/4' X 21' SCH80 BLACK PIPE (PER FOOT)	10	76.78
0467395	1" FS UNION	1	39.28
65579	1" X 5" XH NIPPLE	2	18.92
0467133	1" FS 90 DEGREE ELBOW	1	23.61
0467132	3/4" FS 90 DEGREE ELBOW	3	44.71
0467394	3/4" FS UNION	2	54.19
65568	3/4" X 5" XH NIPPLE	6	59.14
LP-B112600-3/4	STRAINER 3/4"	1	295.27
MEH225	HYDROSTATIC BRASS 1/4" RELIEF VALVE MPT 440	6	116.58
0490543 0484104	2-1/2" DIAL 0-300 PSI DRY GAUGE	2	32.26
0407928	2-1/2" DIAL 0-30PSI PRESSURE GAUGE	2	53.67
LP-217	Needle Valve 1/4" MALE X 1/4" Female	4	104.73
LP-ME202SS	#54 GAUGE SNUBBER	2	89.47
34BSXHPE	3/4" SCH 80 Pipe XH	30	136.86
TX100	TOREXX 50 GPH ELECTRIC VAPORIZER	1	10,437.70
114BSTC	1 1/4"'X 21' SCH 40 BLACK PIPE (PER FOOT)	30	141.55
0427018	1 1/4" RUB FP VALVE	4	226.48
466206	1 1/4" 90 DEGREE ELBOW	8	51.78
466316	1 1/4" TEE	4	83.05
466265	1-1/4" x 1/2" Reducer Coupling	1	5.29

Sales Tax (6.875%)

PLUS ANY APPLICABLE SALES TAX

Total 765

Estimate

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

www.bandbpiping.com

Date	Estimate #
5/12/2026	5687

Name / Address

A.G O'Brien Plumbing Heating & Cooling

Terms
30% DOWN

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PROJECT

Lakewood

Item	Description	Qty	Total
66430	1/2" X CL NIPPLE	1	1.05
0467052	1/2" SQ. HEAD SOLID PLUG	1	2.82
91085800	1/2" JOMAR BALL VALVE	1	15.34
4186489	1-1/4" X 1" SWAGE NIPPLE	2	134.34
627-7710	FISHER 1ST STAGE 5-20# PSIG	2	975.81
289H-43	1" FNPT AI 10-20 PSI RELIEF REGULATOR	2	1,169.39
466382	1 1/4" X 1 1/4" X 1" REDUCING TEE	2	25.62
66346	1 1/4" UNION	6	238.04
48831	TALL SINGLE COLUMN STRUT BASE	2	104.17
48886	2"' STRUT CLAMP	1	4.71
48882	3/4' STRUT CLAMP	4	21.80
48884	1-1/4' STRUT CLAMP	6	35.59
11241065	White 1 5/8" Plastic End Cap	10	10.60
48424	1 5/8" X 1-5/8" PRE-GALVANIZED 12GA STEEL HALF SLOT STRUT (PER FOOT)	80	632.29
ME503A-16	3 1/4" M ACME X 2" MPT ADAPTER W/SCREEN	1	169.62
MEP168	CABLE AND CRIMP FERRULE ACME CAPS KIT	2	40.89
ME233	2-1/4" X 1-1/4"ACME ADAPTER	1	112.06
ME431F	2-1/4" CAP	1	111.30
ME441F	3-1/4" CAP	1	215.70
1000990	20LB ABC CLASS FIRE EXTINGUISHER W/WALL HOOK	1	329.28
CUSTOM EMERGENC...	12 X 18 CUSTOM EMERGENCY GAS SHUT OFF	1	100.00
STORAGE-DECALS	STORAGE TANK DECAL SET	2	150.84
45521	AIRCRAFT CABLE (PER FOOT)	75	141.93
0529016	SINGLE SWIVEL EYE PULLEY	5	29.49
RT 45	RT 45 TRENCHING PER FOOT	150	450.00
MISCELLANEOUS SU...	MOB FEE	1	1,500.00T
LP-IPS125	1 1/4" IPS POLY TUBING (PER FOOT)	150	441.78
WIR THHN 14 SOL YEL	TRACER WIRE	160	46.94
FEI 75901	1 1/4" IPS PERMASERT RISER W/ MECH. ENDS	3	855.81
0467061	1 1/4" FS SQ. HEAD SOLID PLUG	1	11.12
FEI50327010	1 1/4" IPS PERMA TEE	1	394.08
MISCELLANEOUS SU...	MISCELLANEOUS SUPPLIES		750.00
MISCELLANEOUS SU...	Travel Expense		2,800.00
LABOR	LABOR		22,500.00

Sales Tax (6.875%)	$8,950.14
Total	$198,957.56

PLUS ANY APPLICABLE SALES TAX

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address
AG Obrien 4907 Lightning Drive Duluth, MN 55811

Terms
50% DOWN

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
	Used 18,000 gallon propane tank installed with the following -Precast piers (Includes all dirtwork needed to complete)- Class 1 Div 1 electric vaporizer -Vapor bypass system -Vapor distribution piping the tank/vaporizer to the school- All valves and piping needed to fill the tank via transport Vaporizer, Regulators, and Piping sized to deliver 4.5 million BTU		
PROPANE TANK 18,0...	USED 18,000 GALLON PROPANE TANK ((1960's ERA))	1	
FREIGHT	Tank Freight	1	
PIERS#7	109" X 8"- 0" PRE-CAST PIER	2	
MISCELLANEOUS SU...	EXCAVATION AND DIRT WORK FOR PIERS	1	
MISCELLANEOUS SU...	ROCK FOR PIER BASE	1	
P-PADS-1	FELT - HIGH DENSITY FOAM PAD	2	
MISCELLANEOUS SU...	CRANE FEE	1	
MISCELLANEOUS SU...	4'X4' CONCRETE PAD FOR VAPORIZER	1	
H284-250	2' SEMI-INTERNAL PRESSURE RELIEF	2	
ME830	VALVE-LIQUID LEVEL VENT 34/" MPT X 1/4" FPT	1	
65529	1/4" x 2" XH Nipple	2	
0467129	1/4 FS THD 90 ELBOW	1	
ASG4004	4" NH3 0-400 PSI 4" Dial Bottom Stem	1	
C6342-11-108	MAGNETEL GAUGE FOR 108 ID TK EM HEMI HEAD 2	1	
LP-ME931	1/2" ADAPTER GAUGE MODEL B	1	
MEJ701	6" THERMOMETER 2" DIAL SS 1/2"	1	
C477-24-37	3" FISHER INTERNAL VALVE	1	
C477-16	2" FISHER INTERNAL VALVE	3	
4186535	3" X 2" SWAG NIPPLE XH	1	
4186513	2" X 1 1/4" SWAGE NIPPLE XH	1	
4186511	2" X 1" X-HEAVY SWAGE NIPPLE	2	
A7513AP	2" GLOBE VALVE FPT	1	
AL312P A7509BP	1-1/4 GLOBE VALVE	1	
A7507AP	1" GLOBE VALVE	1	
AL311P	1" ANGLE VALVE	1	

Sales Tax (8.875%)
Total

PLUS ANY APPLICABLE SALES TAX

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address

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Duluth, MN 55811

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
AL313P	1-1/4" ANGLE VALVE	1	
A7514AP	2" ANGLE VALVE	1	
ME980C-6	3/4" FPT EMERGENCY SHUT OFF VALVE WITH CABLE	1	
4186479	LATCH 1 x 3/4 Swage Nipple	1	
ME880-6/28	VALVE-EX FLO 28 GPM BRASS MARSHALL EXCELSIOR	1	
TCHS2-200 8MMT-20	2" X 20" SS FLEX CONNECTOR	1	
0467398	2" FS UNION	1	
0467136	2" FS 90 DEGREE ELBOW	2	
0467199	2" FS 45 DEGREE ELBOW	1	
65614	2" X 6" XH NIPPLE	6	
2BSXHPE	2"' X 21' SCH 80 BLACK PIPE (PER FOOT)	10	
0467396	1 1/4" FS UNION	1	
0467134	1 1/4" FS 90 DEGREE ELBOW	2	
0467146	1 1/4" FS 45 DEGREE ELBOW	1	
65592	1 1/4" X 6" XH NIPPLE	6	
114BSXHPE	1 1/4' X 21' SCH80 BLACK PIPE (PER FOOT)	10	
0467395	1" FS UNION	1	
65579	1" X 5" XH NIPPLE	2	
0467133	1" FS 90 DEGREE ELBOW	1	
0467132	3/4" FS 90 DEGREE ELBOW	3	
0467394	3/4" FS UNION	2	
65568	3/4" X 5" XH NIPPLE	6	
LP-B112600-3/4	STRAINER 3/4"	1	
MEH225	HYDROSTATIC BRASS 1/4" RELIEF VALVE MPT 440	6	
0490543 0484104	2-1/2" DIAL 0-300 PSI DRY GAUGE	2	
0407928	2-1/2" DIAL 0-30PSI PRESSURE GAUGE	2	
LP-217	Needle Valve 1/4" MALE X 1/4" Female	4	
LP-ME202SS	#54 GAUGE SNUBBER	2	
34BSXHPE	3/4" SCH 80 Pipe XH	30	
TX100	TOREXX 50 GPH ELECTRIC VAPORIZER	1	
114BSTC	1 1/4"'X 21' SCH 40 BLACK PIPE (PER FOOT)	30	
0427018	1 1/4" RUB FP VALVE	4	
466206	1 1/4" 90 DEGREE ELBOW	8	
466316	1 1/4" TEE	4	
466265	1-1/4" x 1/2" Reducer Coupling	1	

Sales Tax (8.875%)

PLUS ANY APPLICABLE SALES TAX

Total 758

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

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50% DOWN

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
66430	1/2" X CL NIPPLE	1	
0467052	1/2" SQ. HEAD SOLID PLUG	1	
91085800	1/2" JOMAR BALL VALVE	1	
4186489	1-1/4" X 1" SWAGE NIPPLE	2	
627-7710	FISHER 1ST STAGE 5-20# PSIG	2	
289H-43	1" FNPT AI 10-20 PSI RELIEF REGULATOR	2	
466382	1 1/4" X 1 1/4" X 1" REDUCING TEE	2	
66346	1 1/4" UNION	6	
48831	TALL SINGLE COLUMN STRUT BASE	2	
48886	2"' STRUT CLAMP	1	
48882	3/4' STRUT CLAMP	4	
48884	1-1/4' STRUT CLAMP	6	
11241065	White 1 5/8" Plastic End Cap	10	
48424	1 5/8" X 1-5/8" PRE-GALVANIZED 12GA STEEL HALF SLOT STRUT (PER FOOT)	80	
ME503A-16	3 1/4" M ACME X 2" MPT ADAPTER W/SCREEN	1	
MEP168	CABLE AND CRIMP FERRULE ACME CAPS KIT	2	
ME233	2-1/4" X 1-1/4"ACME ADAPTER	1	
ME431F	2-1/4" CAP	1	
ME441F	3-1/4" CAP	1	
1000990	20LB ABC CLASS FIRE EXTINGUISHER W/WALL HOOK	1	
CUSTOM EMERGENC...	12 X 18 CUSTOM EMERGENCY GAS SHUT OFF	1	
STORAGE-DECALS	STORAGE TANK DECAL SET	2	
45521	AIRCRAFT CABLE (PER FOOT)	75	
0529016	SINGLE SWIVEL EYE PULLEY	5	
RT 45	RT 45 TRENCHING PER FOOT	150	
MISCELLANEOUS SU...	MOB FEE	1	
LP-IPS125	1 1/4" IPS POLY TUBING (PER FOOT)	150	
WIR THHN 14 SOL YEL	TRACER WIRE	160	
FEI75901	1 1/4" IPS PERMASERT RISER W/ MECH. ENDS	3	
0467061	1 1/4" FS SQ. HEAD SOLID PLUG	1	
FEI50327010	1 1/4" IPS PERMA TEE	1	
MISCELLANEOUS SU...	MISCELLANEOUS SUPPLIES		
MISCELLANEOUS SU...	Travel Expense		
LABOR	LABOR		

Sales Tax (8.875%)

PLUS ANY APPLICABLE SALES TAX

Total

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address
AG Obrien 4907 Lightning Drive Duluth, MN 55811

Terms
50% DOWN

THIS ESTIMATE IS NULL AND VOID AFTER 7 DAYS FROM DATE OF ESTIMATE. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and material which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

PROJECT
Lakewood – LP

Item	Description	Qty	Cost
TANK PAINT	PAINTING OF TANK, WHITE, AT FINAL PLACEMENT Exclusions: Electrical By Others, Existing Driveway Work for Fuel Delivery. Project Change Orders from Customer or General Contractor	1	

Pre Tax Total: $195,645.57

Sales Tax (8.875%)	$17,363.54
Total	**$213,009.11**

PLUS ANY APPLICABLE SALES TAX

Contractor Management Fee $21,300.91
Total $234,310.21

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

THIS INDENTURE OF LEASE, effective the 1st day of July, 2026 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

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

A school building located at 714 ½ West College Street, designated as Chester Creek Academy having a floor space of 15,780 square feet on approximately two acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Chester Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2026, until the last day of June, 2029, with the following terms and conditions and covenants, to-wit:

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

For the years of the lease, commencing July 1, 2026, and ending June 30, 2029, the sum of Eighty-Eight Thousand Sixty two dollars and ninety-eight cents ($88,062.98) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

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

Section 2. Use of Premises - continued.
regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

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

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

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

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or

alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

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

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

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

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

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.
use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

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

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

a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.

b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.
liability insurance, in the amount of or greater than One Million Dollars ($1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

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

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

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

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

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

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 4316 Rice Lake Rd, Duluth, Minnesota 55811 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

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

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

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

NORTHWOOD CHILDREN'S SERVICES
Lessor

5/20/26
Kristi Shulte Board Chairperson Date

6/1/26
Larry Pajari , Date
President & Chief Executive Officer

INDENDEPENT SCHOOL DISTRICT No. 709
Lessee

Kelly Durick Eder, Board Chair Date

Sarah Mikesell, Clerk of the Board Date

SCHEDULE

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

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

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

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

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

3. Insurance. Parties shall secure and pay for insurance as follows:

a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of $1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.

b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.

4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.

6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.

7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

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

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

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

Lessor/Security Party

Northwood Children's Services
714 West College Street
Duluth, Minnesota 55811

LESSOR:

Kristi Shulte, Board Chairperson Date

Larry Pajari, President & CEO Date

Lessee/Debtor

Independent School District No. 709
709 Portia Johnson Drive
Duluth, Minnesota 55811

LESSEE:

Kelly Durick Eder, Board Chair Date

Sarah Mikesell, Clerk of the Board Date

Teaching Learning and Equity Department/Program Board Summary Report

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

📌 Report Identification

Field	Information
Department/Program Name:	1st Street Building (Duluth Education Center, DNT)
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	6-5-2026
Date of Board Meeting:	

Summary Report

I. Program Objectives & Goals (What are we trying to achieve?)

Construction Progress at the 1st Street Building (former DNT building located at 424 W 1st St, Duluth, MN). The building size is 72,000 sq ft, 51,000 sq ft of the building has been designed for program space; approximately 21,000 sq ft of space in the basement level is for future considerations.

Programs include:

- STEPS
- T-12/Bridge Special Education
- District-Wide Staff
- ECSE & Early Childhood
- District Testing/Screening
- Community Education
- ALC/AEO – Middle School & High School
- Adult Education

The goal is to complete construction in the summer of 2026.

II. Key Actions & Activities (What have we done recently?)

Construction continues to advance on schedule, with great progress on both the 1st and 2nd floors. Roofing work will be completed next week. Approximately 40 contractors are on-site daily.

Recent Construction Highlights

2nd Floor:

Bathroom wall tile has been completed.
A majority of the ceiling tile has been installed.
Demountable glass partitions have begun installation.
A preliminary punch list for the 2nd floor is scheduled for June 10th.

1st Floor:

Flooring continues throughout the 1st floor. Floor leveling was also completed this week.
Ceiling grid and tile are following the flooring installation.
Painting is nearing completion.
The MEP trades continue with their rough-ins/finishes.

III. Outcomes & Results (What was the impact?)

The project remains on schedule for completion in summer 2026.

IV. Next Steps & Future Focus (What is planned for the future?)

Construction Priorities

- Continue the flooring installation on the 1st floor as well as the tile installation.
- Complete drywall finishes on the 1st floor and basement.
- MEP finishes installation on the 1st floor and basement.

- Mechanical infrastructure installation on the 3rd floor.
- Elevator installation.
- 1st Floor Punch list is scheduled for Mid-July.

Budget Updates

The construction budget is updated monthly with each pay application.

Current Summary:

- Total Budget: $15,724,044
- Cost to Date: $11,055,482
- Contingency Remaining: $49,980
- FF&E Remaining: $250,000
- Energy Rebates are being reviewed by MN Power and will be finalized in July.

F. Current Project Photos



Demountable glass partitions on the 2nd floor



Flooring installation on the 1st floor



Electrical finishes on the 1st floor



Bathroom partitions on the 2nd floor



Mechanical infrastructure delivery on 3rd floor



Plumbing finishes on the 1st floor

Expenditure Contracts Signed
May 2026

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed**: If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**
DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
DU = Department Unrestricted (General Fund)
G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Duluth Community School Collaborative	$15,000.00*	TLE (DR)	DCSC will provide after school and summer programming for students at MWES
Area Partnership for Economic Expansion (APEX)	$5,000.00*	TLE (DR)	Design and facilitate the first round of focus groups for the Duluth Promise Initiative
Ellie Pessenda	$3,000.00*	TLE (DR)	Conduct longitudinal interviews with 25-30 focus group participants four times over the next year for the Duluth Promise Initiative
Diversified Paving	$439,428.00	Facilities (DR)	Original BID #1347 approved at 4/21/26 board meeting (this is the full agreement)
Earthlink, LLC Enterprise	$537.02/month	Technology (DU)	Telephone network service for FY27
Instructure	$77,720.00*	Technology (DU)	Canvas LMS Cloud Subscription and Canvas Studio Cloud Subscription
Aiden Nikas White	$1,000.00*	Am. Indian Edu. (DR)	Culturally specific dancing and singing services
Kaiya Wilson	$1,000.00*	Am. Indian Edu. (DR)	Culturally specific dancing and singing services
Roxanne Peterson	$2,000.00*	Am. Indian Edu. (DR)	Sewing services of Cultural Regalia
Linda Grover	$200.00*	Am. Indian Edu. (DR)	AIE Graduation Banquet Keynote Speaker 05/28

Ricky Defoe	$250.00*	Am. Indian Edu. (DR)	Spiritual Advisor for EHS Flag Ceremony 05/18
Roechel Brochu	$500.00*	Am. Indian Edu. (DR)	Teach and guide frybread making, food sovereignty lesson
Jamie Petite Sr.	$600.00*	Am. Indian Edu. (DR)	Denfeld Graduation Drumming 06/04
Janis Fairbanks	$2,000.00*	Am. Indian Edu. (DR)	Story Telling Event 06/03
Mike Kesner	$2,000.00*	Am. Indian Edu. (DR)	Addendum to increase amount from $1,000.00 to $3,000.00 for completion of pupil transportation reporting to MDE
BARR Secondary School Thrive Subscription	$35,000.00*	Denfeld HS (DR)	Implementation of the Building Assets, Reducing Risks (BARR) Secondary Model
Allison Zagar	$500.00*	Denfeld HS (DU)	DHS Drama - Asst Choreographer Kiss Me Kate
Amber Burns	$1,000.00*	Denfeld HS (DU)	DHS Drama - Choreography for Kiss Me Kate
Tom Thatcher	$1,000.00*	Denfeld HS (DU)	Kiss Me Kate Set Construction
Brian Langlee	$500.00*	ALC (DU)	ALC/AEO/DAE graduation music
Brian Stillday	$450.00*	ALC (DU)	ALC/AEO/Bridge.T12 graduation ceremony
University of Minnesota Duluth – Rec Sports Outdoor Program	$380.00*	Homecroft (DU)	Boulder Lake Environmental Learning Center rental
Ninja Anywhere	$4,200.00*	Myers-Wilkins (DU)	Spring Field Day equipment rental

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of May 1, 2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative , an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective for 2025-26 school year and shall remain in effect until 6/30/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources and build deeper engagement in their school community.

3. **Background Check.** Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $15,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature | 41-2002724 SSN/Tax ID Number | 4/27/26 Date

Program Director | 6/3/26 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

CFO / Superintendent of Schools / Board Chair | 6/3/26 Date

6/3/26

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and the Area Partnership for Economic Expansion (APEX), an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 2, 2026 and shall remain in effect until June 30, 2027 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will:

1. Design and facilitate the first round of focus groups for the Duluth Promise Initiative. This includes preparing materials, establishing schedules and sites, and communicating with participants.
2. Conduct longitudinal interviews with 25-30 focus group participants four times over the next year as part of the project.
3. Analyze the data collected and prepare it for the Duluth Promise Working Group and Steering Committee.

3. **Background Check.** *(applies to contractors working independent with students)*

Not needed as this contractor will not be working independently with students. High school student interviews will be conducted in Career Centers or in Counselor offices if during the day.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $5,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Career and Technical Education Department , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature SSN/Tax ID Number Date

[redacted] 6/2/26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

__X___ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

01	E	005	610	830	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

6/3/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of May, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Ellie Pessenda, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 15, 2026 and shall remain in effect until June 30, 2027 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will conduct longitudinal interviews with 25-30 focus group participants four times over the next year as part of the project.

3. **Background Check.** *(applies to contractors working independent with students)*

Not needed as this contractor will not be working independently with students. High school student interviews will be conducted in Career Centers or in Counselor offices if during the day.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $3,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

   b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Career and Technical Education Department , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

_____

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Ellie Pessenda

Contractor Signature

[redacted]

SSN/Tax ID Number

05/14/2026

Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

__X___ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

01	E	005	610	830	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

5/15/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

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

This Agreement is by and between **Duluth Public Schools** ("Owner") and **Diversified Paving** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Laura MacArthur Elementary Tennis Court Improvements Bid #1347**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction includes a base bid of Miscellaneous Removals, Bituminous Milling, Grading, Aggregate Base, Bituminous Overlay, Bituminous Pavement, Concrete Curb, Concrete Sidewalk, Pavement Markings, Fencing, Synthetic Tennis Court Surfacing, Tennis Court Equipment, Erosion Control, Turf Establishment, and Miscellaneous Construction.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Design Tree Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 31, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 7, 2026**.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500.00** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

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1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **18** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: **Laura MacArthur Elementary Tennis Court Improvements Bid #1347**.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers **0** to **1**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):

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a. **Contractor's bid.**

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

8.03 *Standard General Conditions*

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

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

This Agreement will be effective on **June 8, 2026** (which is the Effective Date of the Contract).

Owner:	Contractor:
Duluth Public Schools *(typed or printed name of organization)*	Diversified Paving *(typed or printed name of organization)*
By: Simone Zunich *(individual's signature)*	By: Kyle New *(individual's signature)*
Date: 6/29/26 *(date signed)*	Date: 5-26-2026 *(date signed)*
Name: Simone Zunich *(typed or printed)*	Name: Kyle New *(typed or printed)*
Title: Exec. Dir. Finance, Business Services *(typed or printed)*	Title: P.M. *(typed or printed)* *(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: Brett Mersing *(individual's signature)*	Attest: *(individual's signature)*
Title: Business Services Coord. *(typed or printed)*	Title: Owner *(typed or printed)*
Address for giving notices: 709 Portia Johnson Drive Duluth, MN 55811	Address for giving notices: 23633 66th Ave. Saint Augusta MN 56301
Designated Representative:	Designated Representative:
Name: Bryan J. Brown *(typed or printed)*	Name: Paul Reinert *(typed or printed)*
Title: Facilities Manager *(typed or printed)*	Title: Owner *(typed or printed)*
Address: 713 Portia Johnson Dr. Duluth MN 55811	Address: 23633 66th Ave Saint Augusta MN 56301
Phone: 320-248-4440	Phone: 320-428-5670
Email: bryan.brown@isd709.org *(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Email: Kyle@dpiaving.com License No.: *(where applicable)* State:

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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EARTHLINK, LLC ENTERPRISE SERVICE ORDER

This Service Order (the "**Service Order**") is subject to the terms and conditions of the ENTERPRISE CUSTOMER MASTER SERVICES AGREEMENT (the "**Agreement**") between EarthLink, LLC, with offices at 980 Hammond Drive, Suite 400, Atlanta Georgia 30328 ("**EarthLink**"), and the Customer named below ("**Customer**"). Capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

This Service Order is the initial request from Customer to EarthLink for Services. The acceptance of this Service Order is contingent on the Party's agreement to the corresponding Service Order Confirmation, a model copy of which it attached hereto as Exhibit A.

1. CUSTOMER: Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811) PO#81326026

2. PREMISES FOR SERVICE: 3401 Technology Dr, Duluth, MN 55811

3. DESCRIPTION OF SERVICE(S):

    1. SERVICE ORDER TERM: The Service Order Term shall commence on the Availability Date and shall continue for [12] full calendar months thereafter.

    2. AUTOMATIC RENEWAL OF SERVICE ORDER TERM: After the end of the initial Service Order Term, the Service Order Term will automatically renew on a month-to-month basis until it is cancelled according to the Agreement.

    3. INSTALLATION FEE: $0.00

    4. MONTHLY SERVICE FEE: $537.02

    5. ESTIMATED INSTALLATION: Thirty (30) days after the Service Order Confirmation Date as defined in the Service Order Confirmation.

    6. SERVICE DETAILS: List of services are included on the following page.

4. CONDITIONS TO THIS SERVICE ORDER:

    1. The implementation of this Service Order is contingent on the occurrence of a Service Order Confirmation Date.

    2. The terms of this Service Order will be augmented and subject to the terms of any Service Order Confirmation.

5. ADDITIONAL TERMS: (2) Full PRI's (23b+d Channels each) (1400 DIDs) 20,000 LD minute bucket (46) 911 Surcharges (2) Facility Access Charges

EarthLink, LLC

By: _____

Print: Kris Maher

Title: Sales Manager

Date: _____

Independent School District 709 (709 Portia Johnson D

Duluth, MN 55811) PO#81326026

By: Simone Zunich

Print: Simone Zunich

Title: Exec. Dir. Finance, Business Serv.

Date: 5/21/26

3.6. SERVICE DETAILS

Service	Quantity	Recurring	Non-Recurring
Minutes (20000 LD Minutes)	20000	$0.00	$0.00
Federal TRS/USF	1	$25.50	$0.00
911 Surcharge	46	$42.32	$0.00
Facility Access Charge	2	$59.20	$0.00
PRI (23B+D Channels)	2	$340.00	$0.00
DIDs (1400 DIDs)	1400	$70.00	$0.00

EARTHLINK, LLC ENTERPRISE MASTER SERVICE AGREEMENT

THIS MASTER AGREEMENT, including the documents expressly incorporated herein by reference ("**Master Agreement**"), is made this **4** day of **May 2026** (the "**Effective Date**") by and between EarhLink, LLC ("**EarthLink**"), with a principal place of business at 980 Hammond Drive NE, Suite 400, Atlanta, GA 30328, and **Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811) PO#81326026** ("**Customer**"), with a principal place of business at **3401 Technology Dr, Duluth, MN 55811** (each a "**Party**" and collectively the "**Parties**").

WHEREAS, EarthLink operates telecommunications equipment and systems; and

WHEREAS, Customer wishes to purchase from EarthLink certain telecommunications and related services for use in connection with Customer's business, and EarthLink desires to provide said telecommunications and related services to Customer;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** For all purposes of this Master Agreement, the following terms shall have the definitions set forth below:

    a. "**Availability Date**" means, with respect to a given Service rendered pursuant to a given Service Order, the date that such Service is first available for use by Customer.

    b. "**Customer Premises**" means the location or locations occupied by Customer or Customer's End Users to which Services are provided.

    c. "**Customer's End User(s)**" means, individually and collectively, any and all third parties who gain access to or utilize Service(s) provided to Customer hereunder.

    d. "**Facilities**" means real or personal property owned or leased by EarthLink and used to deliver Services, including without limitation terminal and other equipment, antennae, wires and cables, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.

    e. "**Initial Term**" means a period of 12 months commencing upon the Effective Date.

    f. "**Service(s)**" means, individually and collectively, EarthLink's telecommunications-related services and facilities described in a then-effective Service Order which has been accepted by EarthLink as described at Section 4 below.

    g. "**Service Order**" means a document in the form specified by EarthLink which is subject to the terms of this Master Agreement and sets forth, at a minimum, (i) the Service(s) which are the subject of such Service Order, (ii) rates and charges applicable to such Service(s), (iii) the Service Order Term, and (iv) applicable Customer Premises to which such Services will be provided. "Service Order" expressly includes any Upgrade Service Orders, as defined in Section 5 below.

h. "**Service Order Confirmation**" means, with respect to a given Service Order submitted to EarthLink, EarthLink's written acceptance thereof or response thereto, which may contain additional or differing terms agreed by the Parties and is the final written description of the Services to be provided by EarthLink to Customer, subject to the terms of this Master Agreement.

i. "**Service Order Confirmation Date**" means the date that a Service Order Confirmation becomes effective.

j. "**Service Order Term**" means, with respect to each Service Order, the period of time during which such Service Order shall be in effect, as specified on the Service Order.

2. **Provision of Services.** The following terms will govern the provision of Services, subject to all other terms and conditions of this Master Agreement:

   a. With respect to each Service Order accepted by EarthLink as described at **Section 4**, EarthLink shall use commercially reasonable efforts to ensure that all Services described in such Service Order are available for Customer's use in accordance with this Master Agreement throughout the applicable Service Order Term (except during Excused Outages).

   b. Customer shall pay for such Services at the recurring and non-recurring rates and charges provided in such Service Order as more fully described in **Sections 10 and 11** herein.

   c. EarthLink may provide additional services related to installation or use of the Services upon Customer's prior approval of such additional services and any charges therefore, and Customer agrees to pay all rates and charges for such additional services upon invoice therefore by EarthLink.

   d. Except as otherwise expressly provided in this Master Agreement, EarthLink's online Master Service Agreement of customer terms and conditions, including all the EarthLink policies and other documents incorporated therein (the "**Online MSA**") (located at https://www.earthlink.net/tcs/internet-service-agreement/), shall govern the rights and obligations of the Parties hereto. The Online MSA is hereby incorporated by reference into the terms of this Master Agreement.

3. **Term.**The term of this Master Agreement shall commence as of the Effective Date, and shall expire, unless terminated earlier in accordance herewith, upon the later of (i) the expiration of the Initial Term and any renewals thereof (as described below), or (ii) the last termination or expiration (without further renewal) of all Service Orders executed hereunder. Upon the expiration of the Initial Term or any renewal term, this Master Agreement shall automatically renew on a month-to-month basis, unless a Party has delivered to the other Party written notice to the contrary at least thirty (30) days prior to the end of the then-current Initial Term or renewal term, as the case may be. The Service Order Term for each Service Order will begin on the date such Service Order is accepted by EarthLink as described at **Section 4** and shall continue for the duration of time set forth in the applicable Service Order after the Availability Date under such Service Order. Upon the expiration of the initial Service Order Term or any extension thereof, the Service Order Term of such Service Order shall

automatically be extended on a month-to-month basis, unless a Party has delivered to the other Party written notice to the contrary at least thirty (30) days prior to the end of the then-current initial Service Order Term or renewal term, as the case may be.

4. **Service Ordering.** Customer shall offer to purchase Service(s) by executing a Service Order, and EarthLink shall be deemed to have accepted such offer upon EarthLink's transmission to Customer of a Service Order Confirmation in connection therewith; provided, however, that, if the Service Order Confirmation sets forth additional or different terms (e.g., different proposed Availability Date(s)), EarthLink shall not be deemed to have accepted the offer set forth in the Service Order until Customer has received the Service Order Confirmation and two (2) business days have passed without Customer's objection to such additional or different terms, in which case Customer shall be deemed to have amended its offer (and the Service Order) to reflect such additional or different terms and EarthLink shall be deemed to have accepted the Service Order (as so amended) at the end of such two (2) business day period, which shall be the Service Order Confirmation Date. Each Service Order (including all terms and conditions set forth therein and as amended pursuant to this Section) shall become part of, and be subject to all terms and conditions of, this Master Agreement with respect to the Service(s) set forth on such Service Order. EarthLink will use commercially reasonable efforts to make Services available for Customer's use on or by the proposed Availability Date(s) set forth therefor on the applicable Service Order, but EarthLink does not guarantee Services availability on such proposed Availability Date(s).

5. **Upgrades to Services**

    a. From time to time during the Term of this Master Agreement, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services set forth on a then current Service Order. In such event, at Customer's election and subject to EarthLink's approval and acceptance thereof, Customer may upgrade the then-current Service Order to include such additional quantities of, or functionally enhanced versions of, Services upon execution of an "**Upgrade Service Order**" which shall mean a Service Order which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or, where Customer seeks additional quantities of Services currently taken by such Customer pursuant to a then-current Service Order, the total amount of such Services to be provided to Customer, including any set forth on a then-current Service Order).

    b. Upon EarthLink's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to supersede the prior Service Order(s) referenced in such Upgrade Service Order without liability to Customer for any early termination charges for such terminated Service Order(s). Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

6. **Customer Premises, EarthLink Facilities.**

    a. Customer shall allow EarthLink access to the Customer Premises to the extent that it is reasonably necessary for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. EarthLink shall notify Customer in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at

its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that Customer Premises are secure and safe from hazards to the Facilities and to EarthLink's employees, agents and contractors. Except as expressly set forth to the contrary in this Master Agreement or in any Service Order, with respect to any Customer Premises (other than locations occupied by Customer), EarthLink's Facilities at such Customer Premises shall consist of, as applicable, an antenna, associated cables or wires (if needed), and a single ethernet connection point ("**Demarcation Point**") which Demarcation Point shall be the terminating point for Services provided by EarthLink to such Customer Premises. EarthLink shall have no responsibility for, or liability in connection with, any other equipment (including without limitation customer premises equipment) necessary or desirable for Customer or Customer's End Users to access or use the Services.

b. Customer covenants, represents and warrants to EarthLink that it has the authority to grant EarthLink the right of entry and access to Customer Premises under this Section, and shall maintain such right and authority until such time as Services are no longer being provided to such Customer Premises and EarthLink has removed its Facilities therefrom. Notwithstanding the foregoing, to the extent that the provision of Services to a given Customer Premises requires access to or use of the roof of such Customer Premises (e.g., for installation of antenna(e)), EarthLink may, if it so elects, secure such right and authority itself, but in no event shall such election by EarthLink relieve Customer of its obligations hereunder to procure and maintain all other necessary authority to grant EarthLink the right of entry and access to Customer Premises under this Section.

c. Title to all Facilities shall remain with EarthLink. EarthLink will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of EarthLink (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which EarthLink provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will EarthLink be liable to Customer or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer, Customer's End Users or third parties provided access to the Facilities by Customer or Customer's End Users in violation of this **Section 6**. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow EarthLink to remove some or all (in EarthLink's discretion) of the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as EarthLink may determine is necessary or desirable from time to time.

d. Customer shall defend, indemnify and hold harmless EarthLink, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by EarthLink to the extent that the same arise from Customer's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 6**, including without limitation any damage to the Facilities resulting therefrom.

7. **Customer Facilities.**

a. Title to all Customer facilities shall remain with Customer. Customer will provide and maintain the Customer facilities in good working order. EarthLink shall not, and shall not permit others to, without the prior consent of Customer (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Customer facilities, (ii) use any Customer facilities for any purpose other than that for which Customer provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Customer facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will Customer be liable to EarthLink or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Customer facilities by EarthLink or third parties provided access to the EarthLink premises, Facilities or Customer facilities by EarthLink in violation of this **Section 7.** EarthLink agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow Customer to remove the Customer facilities from the EarthLink premises and/or any Facilities (1) after termination, expiration or cancellation of the Services in connection with which the Customer facilities were used, and (2) for maintenance, repair, replacement or otherwise as Customer may determine is necessary or desirable from time to time.

b. EarthLink shall defend, indemnify and hold harmless Customer, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by Customer to the extent that the same arise from EarthLink's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 7**, including without limitation any damage to the Customer facilities resulting therefrom.

8. **Customer-Provided Equipment.** EarthLink may install certain Customer-provided communications equipment at the request of Customer, but EarthLink shall not be responsible for the operation or maintenance of any Customer-provided communications equipment. EarthLink shall have no liability whatsoever for the configuration, management, or performance of Customer- provided communications equipment.

9. **Credit Approval and Deposits.** Customer will provide EarthLink with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. EarthLink may require Customer to make a deposit (which will not exceed Customer's estimated charges for all then-current Services for two (2) months) as a condition to EarthLink's acceptance of any Service Order, or as a condition to EarthLink's continuation of Services. The deposit will be held by EarthLink as security for payment of Customer's charges, and, in EarthLink's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of this Master Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance will be refunded to Customer.

10. **Rates and Charges.** Rates and charges for Service(s) shall be set forth in the Service Order (s) pursuant to which such Service(s) are provided to Customer. Charges for additional Services required for installation or use of such Services shall be at EarthLink's then-current charges for same. Billing to Customer for recurring charges with respect to Service(s) will commence on the Availability Date for such Services. All other charges for Services or additional Services may be billed at the times designated by EarthLink. Without limiting the foregoing, EarthLink may invoice Customer for one (1) month's recurring charges for Service (s), along with any charges for installation of Service(s) or other services performed by EarthLink, on the Availability Date of such Service(s).

11. **Payment.** EarthLink shall invoice Customer for the Services, and for charges for any additional services required for installation or use of such Services, on a monthly basis; provided, however, that EarthLink may invoice Customer for nonrecurring charges for the Services or for additional services at any time. Billing for partial months is prorated based on a calendar month. Subject to Section 12, Customer shall pay all amounts set forth on an invoice within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.

12. **Disputed Invoices.** In the event Customer disputes any portion of an EarthLink invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to EarthLink a written claim for the disputed amount, which claim shall set forth with specificity Customer's grounds for such dispute. All claims must be submitted to EarthLink within thirty (30) days of receipt of the invoice under which the dispute arose. Customer waives the right to dispute any charges not disputed within such thirty (30) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, **Section 11**. If any dispute timely brought by Customer hereunder has not been resolved by the Parties within thirty (30) days (or such longer period as the Parties mutually agree upon) after Customer first submits the written claim regarding such dispute, then the disputed amounts shall become due and payable, and neither this sentence nor the voluntary payment of such amount shall prevent Customer from pursuing any available legal remedies to obtain a refund of such amounts.

13. **Taxes.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on EarthLink's net income and taxes assessed on EarthLink's tangible or intangible property, Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service and permitted by applicable law to be passed through to Customer, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, " **Applicable Taxes**"). If Customer is entitled to an exemption from any Applicable Taxes, Customer shall be responsible for presenting the other Party with a valid exemption certificate. EarthLink will give effect to any such valid exemption certificate to the extent it applies to any Service billed by EarthLink to Customer.

14. **Use of Marks** Neither Party shall use any trademarks, service marks, logos, or trade names of the other Party (individually and collectively the "**Marks**") in any manner whatsoever, including without limitation in any advertising, signage, marketing materials, website content, brochures or any other materials in any medium, without such other Party's express advance written consent. Neither Party shall issue any press release, announcement or public statement with respect to this Master Agreement or the other Party without such other Party's express advance written consent, and any such press release, announcement or public statement shall be subject to such other Party's review and written approval. Each Party agrees that it shall only use Marks in strict compliance with the other Party's instructions. In no event whatsoever shall a Party use the Marks: (i) except in connection with such Party's exercise of rights and performance of obligations under this Master Agreement, (ii) in any manner which is derogatory to or critical of the other Party or otherwise in breach of this Master Agreement, or (iii) without the other Party's express prior written permission, in connection with trademarks, service marks, logos, or trade names of third parties or in any manner that expresses or implies any affiliation, connection, or association of such other Party with, or such other Party's sponsorship or approval of, the activities of any third party.

15. **Customer's Use of Services.** Customer shall defend, indemnify, and hold harmless EarthLink from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's End Users and/or the content of any communications transmitted via the Service(s), except for costs, losses, harm or damages arising out of EarthLink's gross negligence or willful misconduct.

16. **Nondisclosure.**

    a. Each Party acknowledges that, in the course of performance under this Master Agreement, it may receive Confidential Information (as hereinafter defined) of the other Party. Neither Party shall disclose to any third party or use for any purpose whatsoever, except to the extent required for such Party's performance under this Master Agreement or to the extent expressly permitted hereunder, any Confidential Information of the other Party. Anything in this **Section 16** to the contrary notwithstanding, the obligation of the Receiving Party to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of the Receiving Party; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) are lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. For purposes of this Master Agreement, "**Disclosing Party**" means the Party who has disclosed Confidential Information of such Party to the other Party, and "**Receiving Party**" means the Party to whom Confidential Information of the other Party is disclosed.

    b. If a Receiving Party is required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the other Party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The Parties hereto further agree that, anything in this Master Agreement to the contrary notwithstanding, in the event such a protective order or limitation on such disclosure issued by an appropriate court or regulatory authority of competent jurisdiction is not obtained by the latest date such disclosure is legally required, or in the event that the Disclosing Party elects to not seek such protective order or limitation on disclosure, such Receiving Party's compliance with such requirement or legal compulsion shall not be deemed a breach of this Master Agreement. Each Receiving Party agrees, when complying with such requirement or legal compulsion, to disclose only that limited portion of the Disclosing Party's Confidential Information that it is advised by counsel is legally required for such compliance and further agrees to exercise its best efforts to obtain assurance that the recipient will accord confidential treatment to such Confidential Information.

    c. For the purposes of this Master Agreement, "**Confidential Information**" shall mean all technical, economic, business, engineering or other information (including "trade secrets", as defined under applicable law) which is proprietary to the Disclosing Party

(or with respect to which the Disclosing Party owes a third party a duty of confidence) and which the Disclosing Party discloses to the Receiving Party either (i) in tangible form marked as confidential, or (ii) orally, provided that the Disclosing Party identifies such information disclosed orally as being confidential at the time of disclosure and then promptly confirms the confidential nature of such information in writing to the Receiving Party.

d. The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this **Section 16**, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other rights and remedies available to the Disclosing Party, in equity and at law. This **Section 16** shall survive expiration or termination of this Master Agreement for any reason whatsoever, and the Receiving Party's obligations under this **Section 16** shall continue (i) with respect to Confidential information of the Disclosing Party which also constitutes "trade secrets", as defined under applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Confidential Information, for a period of eighteen (18) months after the expiration or termination of this Master Agreement or such longer period as may be required by applicable law.

17. **Force Majeure.** If a Party's performance hereunder (other than the payment of money) is delayed or prevented by reason of an uncontrollable circumstance that would not reasonably be considered to be a normal business risk, including, without limitation, acts of God or of the public enemy; earthquakes; fires; floods or other catastrophes; epidemics or quarantines; freight embargoes; war; civil strife; insurrection; riot; materials shortages; or labor stoppages (each, a "**Force Majeure Event**"), then the Party whose performance is delayed or prevented shall promptly notify the other Party of the Force Majeure Event and shall be excused from performance to the extent delayed or prevented (and the other Party shall be excused from any corresponding performance for the same period); provided, however, that the Party whose performance is delayed or prevented shall take all reasonable steps to avoid or remove such cause of nonperformance and shall continue to perform whenever and to the extent reasonably possible, and provided further that any time for performance set forth in this Master Agreement shall be extended for a period equal to the period of any such delay.

18. **Suspension of Service(s).**

a. EarthLink may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) within ten (10) calendar days after Customer's receipt of written notice from EarthLink of planned suspension of Services, and may continue such suspension until all amounts due are paid in full or EarthLink terminates applicable Service(s), Service Order(s) or this Master Agreement pursuant to **Section 19** or **Section 20**.

b. EarthLink may suspend Service(s) without liability if Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by EarthLink, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to EarthLink adequate security for payment for Services.

19. **Termination by EarthLink.** EarthLink may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate a Service Order (in whole or in part) and/or discontinue Service(s) (in whole or in part) or terminate this Master Agreement, all without liability, in the event that:

    a. any amounts due and owing by Customer (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) remain unpaid sixty (60) days after the date such amounts were first due;

    b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy which petition is not dismissed within sixty (60) days thereafter;

    c. EarthLink is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or

    d. changes in applicable law, regulation, decision, rule or order materially increase the costs to EarthLink of, or materially affects other terms of EarthLink's delivery of Service(s), and EarthLink and Customer are unable to reach agreement respecting new rates, terms and/or conditions regarding such Service(s) within ninety (90) days after EarthLink's delivery of written notice requesting renegotiation thereof.

20. **Termination by Either Party.** In addition to any other right of a Party to terminate a Service Order or this Master Agreement, a Party may, by sending written notice of termination to the breaching Party with termination effective as of the date such notice is given, terminate this Master Agreement or, at its election, affected Service Order(s), in the event the other Party has committed a material breach of any provision of this Master Agreement, provided that such non-breaching Party has first delivered written notice of such breach to the other Party, and (i) if the breach arises other than under **Section 2, 11, 15 or 16**, thirty (30) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach, or (ii) if the breach arises under **Section 2, 11, 15 or 16**, ten (10) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach.

21. **Service Level; Termination by Customer**

    a. EarthLink will use commercially reasonable efforts to cause the Services to operate continuously from the Availability Date for such Services through the expiration or termination of the applicable Service Order Term. For each full hour that given Services are Unavailable (as defined below), EarthLink will, subject to the terms of this **Section 21**, grant to Customer a credit equal to 1/720 of the monthly recurring charges for such Services; provided, however, that in no event will the total amount of credits granted to Customer in any single month with respect to given Services exceed the total monthly recurring charges for such Services. To receive such credits, Customer must request such credits in writing within thirty (30) days of the occurrence which gave rise to such credits. In addition to the foregoing, Customer may terminate a Service Order prior to the end of the applicable Service Order Term therefor without payment of any applicable early termination charge if: (i) any Service provided pursuant to such Service Order is Unavailable on two (2) or more separate occasions of more than three (3) hours each in any thirty (30) day period, or (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred twenty (120) day period. For purposes of the foregoing, "**Unavailable**" shall mean a

total interruption in any Service specified in a Service Order, except for any interruption which is an Excused Outage. The duration of any interruption will commence when EarthLink is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate any affected Service Order under this Section, in writing, within thirty (30) days after the occurrence which gave rise to a right of termination hereunder. "**Excused Outage**" means any outage, interruption, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives prior notice, (y) actions or inactions of Customer or Customer's End Users or of third parties (including, without limitation, interference to the Services caused by other users of unlicensed spectrum), or failure of Customer-provided power or equipment, or (z) a Force Majeure Event as defined in **Section 17**. The credits described in this **Section 21**, along with Customer's right of termination herein, shall be Customer's sole and exclusive remedy for any failure of any Service(s) to operate in accordance with this Master Agreement on or after the Availability Date for such Service(s).

b. In addition to any other right of Customer to terminate a Service Order hereunder, Customer may terminate a Service Order prior to the end of the Service Order Term thereof upon thirty (30) days' prior written notice to EarthLink, subject to payment to EarthLink of early termination charges as set forth herein, in addition to any other charges incurred by such Customer in connection with such Service Order.

22. Effect of Termination

a. Upon termination or expiration of any Service(s) or Service Order for any reason whatsoever:

(1) all obligations of the Parties hereto under such Service Order and under this Master Agreement with respect to such terminated Service(s) shall immediately terminate; provided, however, that each Party's respective rights and obligations under **Sections 6, 7, 15 and 24** hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of such Service(s) or Service Order; and

(2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay early termination charges in connection therewith) shall accrue through the date of such termination and shall become immediately due and payable.

b. Upon termination or expiration of this Master Agreement for any reason whatsoever:

(1) all obligations of EarthLink under all Service Orders and under this Master Agreement shall immediately terminate; provided, however, that each Party's respective rights and obligations under Sections 6, 7, 15 and 24 hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of this Master Agreement; and

(2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay termination charges in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

23. **Early Termination Charges.** Upon termination of any Service(s), Service Order or this Master Agreement by EarthLink pursuant to **Section 19(a), 19(b), or 20** or by Customer for any reason other than pursuant to **Section 20 or 21**, EarthLink may, in addition to all other remedies that may be available to EarthLink at law or in equity, assess and collect from Customer, and Customer shall pay, an early termination charge equal to the sum of (i) the total amount of any and all credits or waivers of nonrecurring charges applied to Customer's account for the terminated Service(s) from the Effective Date through to the effective date of such termination; and (ii) an amount equal to one hundred percent (100%) of the total recurring monthly charges for such terminated Service(s) for each month remaining (if any) from the date of such termination.

24. **Limitation of Liability.**

    a. Except for Customer's indemnification obligations under this Master Agreement, the aggregate liability of each Party to the other Party for any loss or damage, whether direct or indirect, arising out of or in connection with this Master Agreement, any Service Order or the use of any Services or Facilities, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the fixed monthly recurring charges paid to EarthLink by Customer for the Service(s) which gave rise to the liability during the six (6) calendar months immediately preceding the calendar month in which the act or omission giving rise to such liability occurred, extrapolated for any periods of less than six (6) months.

    b. Any other provision of this Master Agreement to the contrary notwithstanding, neither Party shall be liable to the other Party for lost profits nor other consequential damages, special damages, general damages, incidental damages, indirect damages, exemplary nor punitive damages, cover damages, damages arising from loss nor corruption of data nor for any claims against such other Party by any third party, even if such Party was advised of the possibility of same.

25. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, EARTHLINK MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND EARTHLINK HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES THAT (I) EARTHLINK HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BY UNINTERRUPTED OR ERROR-FREE, AND (II) EARTHLINK PROVIDES THE SERVICES USING UNLICENSED SPECTRUM, AND SO AVAILABILITY AND FUNCTIONALITY OF THE SERVICES ARE EXPRESSLY SUBJECT TO INTERFERENCE CAUSED BY THIRD PARTY USERS OF SUCH UNLICENSED SPECTRUM

26. **Assignment.** Customer may not assign any portion of this Master Agreement or any Service Order except with the express advanced written consent of EarthLink (which consent shall not be unreasonably withheld). EarthLink may assign this Master Agreement or any portion thereof and any Service Order to any Affiliate or any other party to a merger, asset sale or

other similar transaction without Customer's consent. No person or entity, not a Party hereto shall have any interest herein or be deemed a third party beneficiary hereof, and nothing contained herein shall be construed to create any rights enforceable by any other person or third party.

27. **Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. In addition to actual receipt by a Party, the following shall constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address of which no notice has been received by the other Party. All notices given under this Master Agreement shall be addressed to the addresses of the Parties hereto set forth at the outset of this Master Agreement or to such other addresses of which the Parties hereto have been advised in writing by any of the above-described means.

28. **Governing Law; Dispute Resolution.** This Master Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without regard to Georgia's conflict of law principles. The dispute resolution process under the Online MSA shall apply to any dispute that arises under this Master Agreement.

29. **Entire Agreement.** This Master Agreement, the Service Orders agreed hereunder and any other document expressly incorporated by reference constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the Parties hereto.

30. **Severability.** Any provision of this Master Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of this Master Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

31. **Relationship of Parties.** Nothing in this Master Agreement shall be construed as creating a joint venture or partnership between the Parties hereto. Neither Party has nor shall have any authority to bind, assume any obligation for nor incur any debt on behalf of the other Party in any respect whatsoever.

32. **Order of Precedence.** In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Master Agreement, the terms of the applicable Service Order shall control. In the event of any conflict or inconsistency between the terms of this Master Agreement and the terms of the Online MSA, this Master Agreement shall govern the rights and obligations of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly respective authorized representatives as of the Effect Date.

EarthLink, LLC

By: _____

Name: _____

Title: _____

Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811) PO#81326026

By: Simone Zvonich

Name: Simone Zvonich

Title: Exec. Dir. Finance, Business Services

Instructure.

Instructure, Inc.
6330 South 3000 East, Suite 700
Salt Lake City, UT 84121
United States

Order Form

Order: Q-562552-2
Date: 2026-05-26
Order Valid Through: 2026-06-30

Order Form for Duluth Public School ISD 709

Bill to Information

Entity Name: Duluth Public School ISD 709

Address: 709 Portia Johnson Drive
City: DULUTH

State/Province: Minnesota

Zip/Postal Code: 55811

Country: United States

Ship to Information

Entity Name: Duluth Schools Technology / Greg Krueger
Address: 713 Portia Johnson Drive
City: DULUTH

State/Province: Minnesota

Zip/Postal Code: 55811

Country: United States

Billing Contact

Name:

Email:

Phone:

Shipping Contact

Name: Jen Larva

Email: jennifer.larva@isd709.org

Phone: +1 218 336 8895

Billing Information

Billing Frequency: Annual Upfront

Billing Frequency Term: Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Payment Terms: Net 30

Year 1

Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	5,800	USD 10.48	USD 60,784.00
S2	Canvas Studio Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	5,800	USD 2.92	USD 16,936.00

Billing Summary

Segment	Recurring	Non-Recurring	Total
Year 1	USD 77,720.00	USD 0.00	USD 77,720.00
Total	**USD 77,720.00**	**USD 0.00**	**USD 77,720.00**

Products	Description	Qty
Canvas LMS Cloud Subscription	Canvas LMS Cloud Subscription: Per User	5,800.00
Canvas Studio Cloud Subscription	Canvas Studio Cloud Subscription: Per User	5,800.00

Quote Special Terms

The number of Users for which Customer has purchased subscriptions is specified on the applicable Order Form ("Contracted User Count"). Customer acknowledges that Instructure may reference data from Customer's student information system ("SIS") or other authoritative data source used by Customer to manage user records to verify the number of active Users accessing the Service during the applicable subscription period ("Active User Count").
The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

User Clause: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

User Typical Use Clause: In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Payment Terms - Renewal Order Form: In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Storage. Storage included in the annual subscription fee is: (i) 5GB per licensed unit (as specified in the applicable Order Form) for Higher Education Customers; and (ii) 2.5GB per licensed unit (as specified in the applicable Order Form) for K-12 Customers. Additional storage may be purchased at Instructure's then-current rates.

Usage and Storage Limits. Services are subject to usage or storage limits specified in Order Forms and Documentation. If Customer exceeds a stated usage or storage limit, Instructure may work with Customer to seek to reduce Customer's usage or storage so that it conforms to that limit. If, notwithstanding Instructure's efforts, Customer is unable or unwilling to abide by a contractual usage or storage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon Instructure's request.

User Count Verification and Reconciliation. Customer shall ensure that the number of active Users accessing the Service does not exceed the Contracted User Count on the applicable Order Form. Instructure may periodically compare the Active User Count, as indicated by the SIS or Instructure's own system data, against the Contracted User Count. If Instructure determines that the Active User Count exceeds the Contracted User Count, Instructure will notify Customer in writing. Within thirty (30) days of receipt of such notice, Customer shall either (a) reduce the Active User Count to conform to the Contracted User Count, or (b) execute an Order Form for additional subscriptions to cover the excess Users at Instructure's then-current rates, prorated for the remainder of the applicable subscription term, and/or pay any invoice for excess usage.

Terms and Conditions

Governing Terms. This Order Form is governed by the terms of the Instructure Master Terms and Conditions which can be found at: https://www.instructure.com/policies/mastertermsconditions, unless Customer and Instructure have previously negotiated terms and conditions attached to or referenced in Customer's prior order form (collectively "Negotiated Terms"), in which case such Negotiated Terms shall govern this Order Form.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No):	Check here if your company is exempt from US state sales tax: Yes
If Yes, please enter PO Number:	*Please email all US state sales tax exemption certifications to ar@instructure.com*

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Duluth Public School ISD 709		**Instructure, Inc. (USA/CAN)**	
Signature:	Simone Zurich	Signature:	
Name:	Simone Zurich	Name:	
Title:	Exec. Dir. Finance, Business Serv.	Title:	
Date:	5/27/26	Date:	

AGREEMENT

THIS AGREEMENT, made and entered into this _30th day of _April__, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Aiden Nikas White, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 30, 2026__ and shall remain in effect until __June 30, 2026__ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included)

Cultural specific dancing and singing services.

3. **Background Check.** *(applies to contractors working independent with students*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 50 (fifty dollars) per hour_and $1000 (one thousand dollars)___ in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Public Schools , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 12630 42nd Ave. Chippewa Falls, WI, 54729

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[redacted] 4/30/26

Contractor Signature SSN/Tax ID Number Date

Marina 5/6/26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Erinne Zunich 5.7.26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this **5th day of May 2026,** by and between Independent School District #709, a public corporation, hereinafter called District, and **Kaiya Wilson**, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **May 5th, 2026_ and shall remain in effect until June 30, 2026,** unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Provide culturally specific dancing services.

3. **Background Check.** Contractor will not be working independently with students

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed**__$ 50.00 dollars (Fifty dollars) hourly / for each performance and $ 1000.00 (One thousand dollars) in total.**

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,709 Portia Johnson Drive , Duluth, MN 55811.**

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
Kaiya Wilson, 3597 Guvernorsvej Askov, Mn 55704.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature [redacted] 05/07/2026 Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 5.11.26 Date

AGREEMENT

THIS AGREEMENT, made and entered into this **5th day of May , 2026 ,** by and between Independent School District #709, a public corporation, hereinafter called District, and **Roxanne Peterson ,** an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **May 5th, 2026 and shall remain in effect until June 30, 2026** , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included)

Sewing services of Cultural Regalia.

3. **Background Check.** *(applies to contractors working independent with students*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **$ 250 (two hundred and fifty dollars) per shirt and $ 2000 (two thousand dollars)** in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn: Duluth Public Schools** , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) **Roxanne Peterson, 260 Gagwagim Road, Clouquet MN, 55720**.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Roxanne Peter [redacted] 5/5/26

Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Janine Zunich 5.12.26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 20 26, by and between Independent School District #709, a public corporation, hereinafter called District, and Linda Grover, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5-19-2026 and shall remain in effect until 6-30-2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to ~~exceed $_____ hourly~~ and $ 200.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Linda L. Grover

Contractor Signature SSN/Tax ID Number Date

Program Director 5/19/26 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Simone Zunich 5.20.26

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 20 26, by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky Defoe, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5-18-2026 and shall remain in effect until 6-30-2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed ~~$ _____ hourly~~ and $ 250.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 704 Ishpeming Road Cloquet, Mn. 55720-3383.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Ricky W Dafoe [redacted] 5/21/2026

Contractor Signature | SSN/Tax ID Number | Date

Program Director 5/18/26

Program Director | Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Erinne Zunich 5/21/26

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Koechel Brochu, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 27th 2026 and shall remain in effect until June 30th, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Teach + Guide Frybread making, Food Sovereignty Lesson for five classes including the Indigenous Cohort.

3. **Background Check.** *(applies to contractors working independent with students)* Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 100 hourly and $ 500. in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
   b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Rachel R Brochu [redacted] 5-27-26

Contractor Signature SSN/Tax ID Number Date

Marilyn Lyn 5-27-26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01E	005	605	320	305	340	
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Simone Zmuda 05/27/26

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 20 26, by and between Independent School District #709, a public corporation, hereinafter called District, and Jamie Petite Sr, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5-21-2026 and shall remain in effect until 6-30-2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed ~~$ _____ hourly~~ and $ 600.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature [redacted] SSN/Tax ID Number 5-26-2026 Date

Program Director 5/26/26 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 5/27/26 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of May, 20 26 by and between Independent School District #709, a public corporation, hereinafter called District, and Janis Fairbanks, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5-26-2026 and shall remain in effect until 6-30-2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $~~_____ hourly~~ and $2,000.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Janis Fairbanks [redacted] 5/27/2026

Contractor Signature SSN/Tax ID Number Date

Program Director 5/29/26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	035	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Erinne Zunich 6/2/26

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 15th day of April, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Mike Kesner

OF THE SECOND PART

Background:

A. Independent School District No. 709 and INSERTNAMEHERE (the "Parties") entered into the contract (the "Contract") dated August 6, 2018, for the purpose of Completion of Pupil Transportation reporting to MDE.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
   a. Reimbursement. Original reimbursement was not to exceed $ 1,000 . This amendment would increase the not to exceed amount to $ 3,000 .
   b.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature [redacted] SSN or EIN Date

Program Director 5/26/26 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

05/27/26

AGREEMENT

THIS AGREEMENT, made and entered into this **16th day of April, 2026** , by and between Independent School District #709, a public corporation, hereinafter called District, and **Michael Kesner** , an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **April 16th, 2026 and shall remain in effect until June 30, 2026** , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance. (Perform culturally specific services and activities, drumming and singing.)**

3. **Background Check.** *(applies to contractors working independent with students.)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **$ 150.00 (One hundred and fifty dollars) hourly / for each performance (1 drum and singers) and $ 1000.00 (one thousand dollars)** in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: **Duluth American Indian Education Department** , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) **Michael Kesner, 909 Spruce St. Cloquet MN. 55720**.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Michael Kesner [redacted] 4/23/26

Contractor Signature SSN/Tax ID Number Date

[redacted] 5/29/26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

01	E	225	216	401	303	688
XX	X	XXX	XXX	XXX	XXX	XXX

Simone Zwiech 5/5/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

phone # 218-395-0560

BARR SECONDARY SCHOOL
THRIVE SUBSCRIPTION AGREEMENT

THIS BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT ("Agreement") is made and entered into as of **April 16, 2026** by and between The BARR Center, a Minnesota nonprofit corporation, with an address of 5115 Excelsior Blvd., #476, St. Louis Park, MN 55416 ("BARR Center") and **ISD 709 Duluth Public Schools,** a district, with an address of **709 Portia Johnson Dr., Duluth, MN 55811** ("CLIENT").

RECITALS

A. BARR Center offers and makes available to secondary schools Thrive subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).

B. CLIENT wishes to purchase from BARR Center a Thrive subscription(s) to the BARR Secondary Model, for implementation, at CLIENT's school facility at **Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807** ("Facility" herein).

C. **BARR Center** ("FUNDER") has agreed to pay the subscription fees set forth in Exhibit C on behalf of CLIENT.

IN CONSIDERATION of the mutual promises and agreements set forth below, BARR Center and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases Thrive subscription(s) to the BARR Secondary Model ("BARR Model") on the terms set forth herein and on Exhibit A attached hereto ("Subscription" or "Subscriptions(s)"). BARR Center shall perform the services ("Services") and provide BARR Implementation Resources ("BARR Implementation Resources") identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. BARR Center may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by BARR Center

2. Printed Copies and Electronic Access to BARR Implementation Resources**.** The Subscription includes the provision of printed copies as set forth in Exhibit A. The Subscription also provides CLIENT with electronic access to the BARR Secondary Implementation Resources ("BARR Implementation Resources") through an on-demand platform (the "On Demand Platform").

BARR contracts with the publisher of BARR materials (Hazelden Betty Ford Foundation) to provide the On Demand Platform. BARR Center hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Implementation Resources through the On Demand Platform. CLIENT agrees to abide by the Terms of Use for the On Demand Platform as set forth in Exhibit B.

CLIENT acknowledges and agrees that BARR Implementation Resources, whether obtained in printed form, or accessed, viewed, and printed via the On Demand Platform, are to be considered confidential and proprietary materials, subject to copyright protection and shall be used solely for CLIENT's own internal use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.

ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.

iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

CLIENT and its Authorized Users will be given access to the BARR Implementation Resources through the On Demand Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Implementation Resources. CLIENT cannot reassign the Subscription for a Facility to another facility or school and will instead be required to purchase an additional Subscription for any such other facility or school. CLIENT and its Authorized Users may access the BARR Implementation Resources through the On Demand Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of BARR.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Implementation Resources, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Implementation Resources from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view, and print the BARR Implementation Resources solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections attendant to the BARR Implementation Resources, and will not access, copy, distribute, display or otherwise use the BARR Implementation Resources other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Implementation Resources from all local networks, computers

or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Implementation Resources, in whole or in part; and (iv) not alter or modify the BARR Implementation Resources.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Implementation Resources by an Authorized User in violation of this Section 2. CLIENT shall notify BARR immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources, and will provide such assistance as may be requested by BARR Center to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources. An unauthorized use of the Implementation Resources shall be considered a material breach of this Agreement, and CLIENT shall be liable for any damages, costs or expenses incurred by BARR in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources and in enforcing its rights under this Agreement, including reasonable attorney's fees expended by BARR. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, BARR Center shall have the right to suspend access to the BARR Implementation Resources through the On Demand Platform for any or all Authorized Users until such breach has been cured.

BARR Center represents and warrants that it has an exclusive license to make available BARR copyrighted Implementation Resources and that the use of the BARR Implementation Resources by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. BARR Center does not make any other representations or warranties with respect to the BARR Implementation Resources or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit C attached hereto. BARR Center will issue invoices for payment of installments of the Subscription Fee annually and FUNDER shall pay each invoice within thirty (30) days after receipt. Failure to pay the subscription fee as required under this Agreement may be considered a material breach of this Agreement and the BARR Center may suspend, delay, or refuse to provide CLIENT with Implementation Resources for any such breach.

4. Ownership. BARR Center or its licensors will be and remain the owner of the copyright in and to the BARR Implementation Resources. CLIENT acknowledges that the BARR Implementation Resources and any intellectual property or materials created in the performance of the Agreement are protected by copyright, and CLIENT shall not reproduce, distribute, or display any of the BARR Implementation Resources in any format or media other than as expressly authorized by BARR Center.

5. **No Payment.** No payment or other consideration was provided by BARR Center to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. **Insurance.** At all times during the term of this Agreement, BARR Center will keep in force:

i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than $2,000,000 each occurrence and $4,000,000 annual aggregate.

ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than $1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. **Data; Survey Results. CLIENT acknowledges and agrees that** BARR Center may collect data for the purpose of measuring the success of the BARR Model and for research purposes. CLIENT also acknowledges and agrees that BARR Center or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) BARR Center agrees it will not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate, unless written permission is provided by CLIENT .

8. **Records of Students of CLIENT.** Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to BARR.

9. **Record Retention and Audits.** BARR Center will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, BARR Center shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. BARR Center warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. BARR Center will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. BARR **Center** will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. BARR Center will obtain and provide background checks, including, without limitation, reference checks, screening, and fingerprinting, for each employee assigned to perform Services. If any employee assigned by BARR Center is unacceptable to CLIENT, BARR Center will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit C attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within sixty (60) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay BARR Center, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by BARR Center, BARR Center agrees to refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between BARR Center and CLIENT. BARR shall be deemed to be at all times an independent contractor of CLIENT. BARR Center shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. BARR Center shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. BARR Center will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to BARR Center hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by BARR Center, BARR Center and its subcontractors and agents may refer to CLIENT as a client of BARR Center and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use BARR Center corporate name the "BARR" name, or any derivations thereof, copyrights,

logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR Center.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

BARR Center: General Counsel
The BARR Center
5115 Excelsior Blvd., #476
St. Louis Park, MN 55416

If to CLIENT:

Name/Title:	Jennifer Wellnitz, BARR Coordinator, Denfield High School
Address:	401 N 44th Ave W, Duluth, MN 55807
Email:	jennifer.wellnitz@isd709.org
Phone:	218-336-8830 x2050

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title:	Sheila Stevens, Finance Manager
Address:	Duluth Public Schools, 709 Portia Johnson Dr., Duluth, MN 55811
Email:	ap.vendor@isd709.org
Phone:	(218) 336-8716, ext. 1079
PO Number:	

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations, or duties hereunder without the prior written consent of the other party, except that BARR at its discretion may assign this Agreement in its entirety to any parent, subsidiary, successor or related entity.

22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, BARR Center and CLIENT have entered into this Agreement as of the date first above written.

THE BARR CENTER

Rob Metz (May 11, 2026 15:12:48 MDT) — May 11, 2026

Name: Rob Metz — Date:
Title: Deputy Director

CLIENT

Simone Zunich (May 11, 2026 16:01:20 CDT) — May 11, 2026

Name: Simone Zunich — Date:
Title: Executive Director of Finance & Business Services

EXHIBIT A

BARR THRIVE for Secondary Model Tier 2 Implementation Resources and Services Provided

- Coaching:
  - Two (2) on-site coaching visits with follow-up reports
  - Bi-Weekly virtual coaching calls with school's BARR Coordinator
  - 24/7 access to BARR Coach
- Training: Five (5) registrations to attend a virtual New Team Member Training
- Annual Report
  - Annual implementation summary
  - Report on student outcomes
  - Annual survey of teacher perceptions
  - Annual survey of student perceptions
- BARR Network Membership Benefits, including:
  - BARR Coordinators' Professional Learning Community peer-sharing webinars
  - BARR Administrators' Professional Learning Community peer-sharing webinars
  - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
  - BARR Secondary Model Implementation Manual
  - I-Time Lessons, Volumes 1-3
  - Tools including guidelines, templates, videos, agendas, rubrics, and forms
- Accreditation and School of Excellence eligibility

EXHIBIT B

Terms of Use for
On Demand Platform

No Transfer, Assignment, Distribution or Re-sale of Subscription

Access to the Learning & Resource Center ("LRC") is by subscription. Subscriptions are issued to individuals or organizations, and only the subscriber and individual Users who are either employed by the subscriber's organization or are qualified to access the LRC in some other capacity through the subscriber's account are permitted to access and use the LRC. Unless authorized by Hazelden Betty Ford Foundation prior to purchase, subscriptions and the right to access the LRC may not be transferred, assigned, distributed or re-sold. If a subscription is transferred or assigned to another party in violation of this rule, the subscription and all access to the LRC through that subscription will be immediately terminated, and the subscription fee will not be refunded.

These terms ("Terms" or "Terms of Use") set forth Hazelden Betty Ford Foundation's ("HBFF," "Hazelden" or "we") intellectual property rights in connection with the provision of and shall govern your use of this "Learning & Resource Center" (or "LRC" or "System") which also encompasses "Prevention Works." Please read these Terms of Use carefully before using the LRC. Your use of the LRC, and/or your clicking an "Agree" or similar check-box, constitutes your agreement to be bound by these Terms of Use. "You," "User" and similar terms means both you in your individual capacity, as well as any other person or entity on whose behalf, or for whose benefit, you are accessing this LRC. **If you are an account administrator**, representing and acting at the direction of an organization, please know that these Terms apply to you and all of individual Users who are either employed by your organization or are qualified to access the LRC in some other capacity through your account. Please note that your organization is responsible for the compliance of all such end users with these Terms. **If you are an individual end user**, please know that these Terms apply to you and all of your activities on the LRC as fully as they apply to the Administrator (if any) through whom you have access to this LRC.

If you disagree with any of these Terms or find them unacceptable in any way, do not enter or use our LRC. Any rights not expressly granted herein are reserved to Hazelden. These Terms of Use are in addition to any other agreement between you and Hazelden and/or a business, organization, or entity through which you have gained access to this LRC.

Some of the content on this LRC may not be intended for or appropriate for children. Children under the age of 13 are not permitted to use this LRC. We strongly recommend that children between the ages of 13 and 17 ask for their parent or guardian's permission before accessing our LRC. Hazelden hereby disclaims all liability for use of the LRC by individuals under the age of 17.

This LRC is offered by Hazelden, often in connection with limited licenses ("Licenses") made to businesses, organizations, schools, or other legal entities. At any time Hazelden may, at its discretion and option, elect to offer Licenses to individuals; the terms of such individual-based-licenses will be outlined at the time of purchase. Under the terms of such organization-based Licenses, certain individuals associated with such organizations (including but not necessarily limited to employees, students, family, or customers) are authorized to become registered users of the LRC through an online or digital registration process. Only registered users are authorized to participate in interactive portions of the LRC, including but not limited to surveys, questionnaires and forms, discussion boards, notes, workbook activities, assessments, and other exercises or activities. Non-registered users may only use the publicly available content of the LRC.

Hazelden reserves the right, in its sole and absolute discretion, to change, modify, and update these Terms and the LRC at any time and by continuing to use and access the LRC, you agree to be bound by those changes, modifications and updates. You should therefore review these Terms of Use periodically to familiarize yourself with any changes, modifications and updates. If you violate any of the Terms, your authorization to use our LRC and all licenses granted herein may be terminated by Hazelden in its sole discretion. In addition, Hazelden may suspend your access at any time, for any reason.

If any provision of these Terms is held unenforceable by a court or other tribunal of competent jurisdiction, then that provision shall be limited or eliminated to the minimum extent necessary to allow the remainder of these Terms to remain in full force and effect. These Terms, along with any other policies or terms referenced herein, constitutes the entire agreement between you and Hazelden applicable to its subject matter. Anything on the LRC inconsistent or in conflict with these terms is superseded by these Terms.

In these Terms

1. Information on this Learning & Resource Center does not Constitute Professional Advice
2. Disclaimer
3. Limitation of Liability
4. Indemnity
5. Copyright Notice
6. Copyright Infringement – DMCA Notice
7. Trademark Notice
8. Limitations on Your Use of the Learning & Resource Center
9. Monitoring
10. Jurisdiction and Venue
11. Dispute Resolution - Arbitration/Class-Action Waiver
12. Login Information
13. Security
14. Privacy
15. Renewal and Cancellation Policy
16. Links to Other Websites
17. General
18. Contact Information

1. Information on this Learning & Resource Center does not Constitute Professional Advice

All data, information, text, graphics, links and other material or content (collectively, "Content") on the LRC is intended for general information and educational purposes only and is not intended and should not be construed to provide medical, nursing or professional health care advice or any other professional or licensed advice, and is not to be used for the diagnosis or treatment of any condition or symptom.

We suggest you consult your physician, therapist, or other qualified health care provider regarding any specific questions you may have regarding a condition or experience of a specific person and not disregard professional advice or delay seeking treatment.

2. Disclaimer

Access to this LRC is voluntary and at the sole risk of the user. Hazelden does not warrant the currency or accuracy of any Content on the LRC or on any other websites linked to or from it. Whereas Hazelden strives to present timely and accurate Content, it makes no representations or warranties that the Content is free of errors or omissions that may be considered material. Hazelden does not warrant the completeness or correctness, timeliness, or usefulness of any opinions, advice, services, merchandise or other materials provided through the LRC. Hazelden will not be liable, and you hereby release Hazelden, for any decision made or action taken or omission made in reliance upon the Content on or linked from the LRC. Except as otherwise expressly noted in the LRC, Hazelden does not endorse and expressly disclaims any responsibility for any third-party products or services referenced or linked from the LRC or other websites. Mere inclusion of a product, information, or service on this LRC does not constitute an endorsement by Hazelden.

In addition, portions of this LRC may include "chat," "discussion rooms," or similar functionalities that permit other individuals to post comments or information. Users are encouraged to use caution when using and reading such items as they may contain information that is false, misleading or harmful.

The Content is for general educational and informational purposes only and is provided on an "as is" and as-available basis without warranty of any kind, express or implied, including, without limitation, warranties of title or noninfringement or the implied warranties of merchantability or fitness for a particular purpose. Hazelden is not responsible for any loss or damage resulting from reliance on the Content or from other websites linked to or from this LRC. Hazelden does not warrant that the use of the LRC will be uninterrupted and cannot guarantee it is free from viruses or other contaminants that may damage your computer or its data. Hazelden may change or modify all or a portion of this LRC at any time without notice.

The LRC may offer an online event calendar with a listing of meetings, gatherings and seminars targeted to both professional and lay audiences. These events may be organized and operated by Hazelden, or they may be offered by third party site visitors and be unrelated to Hazelden Betty Ford. Hazelden does not endorse or recommend any event other than those explicitly organized and operated by Hazelden, and attendance at any other event is at your own risk. Hazelden not guarantee access to any event and reserves the right to suspend, reschedule, or cancel any event at any time for any reason. For Hazelden organized and operated events, Hazelden will attempt to send notices of event cancellations to registrants via email to the address provided upon registration; however, it is each registrant's responsibility to ensure their contact is current and accurate and to confirm that a specific event is going forward. Certain events require payment of admission or other fee to attend. If payment for such an event organized and operated by Hazelden has been received and the event is subsequently canceled, Hazelden will, at its sole discretion, reschedule the event, return payment, or make other reasonable accommodation, depending upon the specific business circumstances.

If you choose to access this LRC by using a mobile device, such as a smart phone or tablet, you should be aware that the mobile version of the LRC is organized and presented differently, which may affect usability. By accessing this LRC using a mobile device, you acknowledge that you are aware of the limitations and accept the risks associated with using the mobile version.

3. Limitation of Liability

BY USING, ACCESSING OR VISITING THIS LRC, YOU AGREE TO HOLD HARMLESS HAZELDEN, AND ANY AFFILIATED HAZELDEN ENTITY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "HAZELDEN PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS AND SETTLEMENT, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS LRC, INCLUDING, WITHOUT LIMITATION, ANY ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR COMPUTER SYSTEMS, OR ANY DAMAGES RESULTING FROM RELIANCE ON ANY CONTENT OR RESULTING FROM ANY INTERRUPTIONS, WORK STOPPAGES, COMPUTER FAILURES, DELETION OF FILES, ERRORS, OMISSIONS, INACCURACIES, DEFECTS, VIRUSES, DELAYS OR MISTAKES OF ANY KIND, EVEN IF YOU HAVE PREVIOUSLY ADVISED HAZELDEN OF THE POSSIBILITY OF SUCH CLAIM. YOUR (INCLUDING ANY PERSON OR ENTITY THAT MAY HAVE RIGHTS THROUGH THE USER) SOLE REMEDY FOR DISSATISFACTION WITH THE LRC OR ANY ALLEGED DEFECT IN OR ERROR WITH THE LRC IS TO STOP USING THE LRC. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF THE HAZELDEN PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS LRC OR THE MATERIALS OR CONTENT ON THIS LRC. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. HAZELDEN'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE TOTAL SUM YOU HAVE PERSONALLY PRE-PAID (IF ANY) FOR ACCESS TO THE LRC BUT NOT YET "USED" (FOR EXAMPLE, IF YOU PRE-PAID 12 MONTHS BUT TERMINATE AT 6 MONTHS, YOU WOULD BE ELIGIBLE TO RECEIVE 50% OF YOUR PRE-PAYMENT FOR THE 12 MONTH PERIOD).

Users shall not view, use, download, export or copy any content of this LRC except in full compliance with all U.S. and other applicable laws and regulations and the Terms of Use stated here.

4. Indemnity

You agree to indemnify and hold harmless Hazelden, and its officers, directors, employees and agents (the "**Hazelden Parties**"), from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) arising from or related to your breach of any provision of these Terms of Use or your use or misuse of the LRC or the content.

5. Copyright Notice

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6. Copyright Infringement – DMCA Notice

The Digital Millennium Copyright Act (the "DMCA") provides remedies for copyright owners who believe in good faith that material appearing on the Internet infringes their rights under copyright law. If you believe in good faith that content or material on this LRC infringes a valid copyright owned by you, you (or your agent) may send Hazelden a notice requesting that the material be removed, or access to it blocked. This request should be sent to: webmaster@hazeldenbettyford.org; or to: Hazelden Betty Ford Foundation, Attn: Webmaster, PO Box 176, 15251 Pleasant Valley Road, Center City, MN 55012.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the LRC should be sent to the address above.

7. Trademark Notice

Hazelden names and logos, and all related product and service names, design marks and slogans are the trademarks or service marks of Hazelden. All rights are reserved. You are not authorized to use any such trademark in any advertisement, publicity or in any other commercial manner without prior written consent of Hazelden. All other trademarks appearing on the LRC are the property of their respective owners.

8. Limitations on Your Use of the Learning & Resource Center

Hazelden may host discussion boards, chats and other forums on the LRC that permit you to post and/or link to information. If you participate, you agree: (a) You will not post, transmit, or link to any material, LRC or other information or content that is libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, or an expression of political or hate speech; (b) You will only post, upload or transmit materials (including photos) for which you have the copyright or other permission to distribute electronically citing the original source. You may not violate, plagiarize, or infringe on the rights of third parties, including copyright, trademark, trade secret, privacy, personal, publicity, moral or proprietary rights. You agree that any materials you post or upload will be owned by you or be in the public domain; (c) You will not intentionally post, create, upload or transmit any software or other material which contains a virus or other harmful code or device, or which does or may interfere with the proper operation of the LRC (for example by over-loading data); (d) You will not solicit other users, or distribute advertising, for products or services through the LRC, distribute chain letters or messages, mass mailings or bulk email or other bulk messages, or gather email addresses for the purpose of sending bulk email or other messages to other users of the LRC, or take any other action that could violate the CAN-SPAM act or any other law; (e) If you choose to post items in public or "chat" portions of the LRC, such material, information, photographs and other information you post in these public or group areas is available to the other individuals using the LRC and Hazelden does not warrant, guarantee or otherwise take steps to prevent other users from copying, displaying, uploading, transmitting or otherwise using your material, information, photographs or other information for any purpose whatsoever. Always use caution in posting personally identifying information, and never exchange personal financial information, address, phone numbers or other personal information; (f) You will not post any material that violates any law or regulation; (g) You will not impersonate any other person or use a false identity (the name of some other living person), although you may use a pseudonym to remain confidential so long as the pseudonym does not impersonate another living person; and (h) Your postings will truthfully reflect your own experience; You may not post links or any other referring tool or information that links to a website or other tool or information that would violate any of the foregoing limitations or requirements.

By posting or submitting content or experience reviews or feedback to the site, you grant us a perpetual, non-exclusive, worldwide, royalty-free, unrestricted, transferable license to reproduce, display, distribute, adapt, transmit, store, edit and otherwise use such content, as we may deem appropriate or suitable, and you waive and release any and all claims against us for any use of that content. You also agree that we may, at our discretion, display advertising for our products on the same page or screen display as any of such content. You represent and warrant that you will be the author of all content posted or submitted by you, or that you will have all necessary licenses and permissions for the posting and other use of that content.

9. Monitoring

HBFF reserves the right and option, but not the obligation, to monitor, and when warranted, remove postings by users, but is under no legal obligation to do so. Hazelden does not endorse or approve of any content or posting provided or posed by users.

10. Jurisdiction and Venue

This LRC is not targeted to users in any particular locality nor is it intended to constitute "doing business" in any jurisdiction. Use of this LRC is prohibited in any jurisdiction having laws that would void these Terms in whole or essential part or which makes accessing the LRC illegal. Users in such jurisdictions visit and use this LRC entirely at their own risk. Note: the essential parts of these Terms include, without limitation, the exclusive venue and exclusive remedy provisions, warranty disclaimers, and limitation of liability.

These Terms are entered into and performed in the State of Minnesota, United States of America and governed by and shall be construed under the laws of the state of Minnesota, exclusive of any choice of law or conflict of laws provisions. Except for disputes that are subject to the Resolution process described in Section 11, below, any claim or action directly or indirectly arising under this Agreement or related to the LRC, each party irrevocably submits to the personal jurisdiction of the Minnesota State District Court sitting in Anoka County, Minnesota or of the United States Court for the District of Minnesota. Each party waives any jurisdictional, venue or inconvenient forum objections to these courts.

11. <u>DISPUTE RESOLUTION - ARBITRATION/CLASS-ACTION WAIVER</u>

Except for any claim for infringement or misappropriation of intellectual property concerning the LRC, any dispute, cause of action or claim ("**Claim**") arising out of, related to, or in connection with these Terms or your use of the LRC shall be brought and resolved exclusively by individual binding arbitration in accordance with the rules and procedures of the American Arbitration Association ("**AAA**") in effect at the time the Claim is filed. A copy of the AAA rules, forms and instructions for initiating an arbitration are available at www.adr.org or by calling (800) 778-7879. In an arbitration, a dispute is resolved by an arbitrator, or a panel of arbitrators, instead of a judge or jury. **As such, you hereby waive the right to go to court, including the right to a jury, act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration or litigation, regarding any Claim you have against the Hazelden Parties**. Prior to filing a Claim for arbitration with the AAA, each party agrees to attempt to resolve the Claim informally by notifying the other party in writing of the issue(s) underlying the Claim and both parties shall work in good faith to resolve such issue(s). To initiate an informal resolution to a Claim with Hazelden, you must send a notice by first class United States mail to Hazelden Betty Ford Foundation, PO Box 11, Center City, MN 55012, Attention: Legal Department. To informally resolve a Claim with a Hazelden Party other than Hazelden, you must send notice through their registered agent. If such attempts are unsuccessful, a party may thereafter file a Claim with the AAA. No party may start a formal proceeding for at least 60 days after notice of an informal claim is made. If you file and prevail on a Claim under the Dispute Resolution process described in this Section 11, Hazelden will reimburse you for

your filing fees and costs in connection with the Claim. You may elect to opt-out of arbitration by sending a letter (an "**Arbitration Opt-Out Notice**") to Hazelden Betty Ford Foundation, PO Box 11, Center City, MN 55012, Attention: Legal Department. The Arbitration Opt-Out Notice must include (1) your first and last name; (2) your postal mailing address; (3) phone number; (4) email address; and (5) a clear statement that you do not wish to resolve disputes with Hazelden through arbitration. In the event this Dispute Resolution provision is held unenforceable, in whole or part, you agree that all Claims shall be brought and handled in accordance with Section 10, above. REGARDLESS OF HOW A DISPUTE IS RESOLVED, ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH THE USE OF THE LRC. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

12. Login Information

As part of the registration process for this LRC you will select a username and password. You are responsible for keeping this information current, accurate, and confidential, and you agree that you will not share or allow any other person to use your login information to access the LRC. In addition to any other rights it may have in law or equity for your unauthorized provision of access to the LRC, Hazelden reserves the right to immediately suspend or terminate your access to the LRC. You are responsible for any actions taken by any person to whom you have provided your username and password.

13. Security

You may provide to Hazelden, through this LRC, information about yourself that you consider confidential. You may also provide certain financial information, such as credit card information, in the course of purchasing a subscription. Please read our Privacy Policy for more information about information security.

While we take reasonable measures to protect the confidentiality of your information, no one can give absolute assurance that all information will remain secure. Under certain circumstances, it is possible that unauthorized persons may be able to intrude on the server and view your information or access restricted information through other illegal methods. By submitting information to Hazelden, you agree that you are aware of these risks. If you do not wish to submit your information electronically, do not do so, however in such case you may not be able to make use of the full functionality of this LRC. You agree that Hazelden is not responsible for any consequence of illegal acts by third parties, including but not limited to hacking or similar crimes.

To the extent Hazelden provides any chat, forum or message boards for users to share information, the following will not be considered confidential information and may thus be publicly available and shared with and actionable by appropriate law enforcement authorities:

- suicidal ideation when a physician or clinical psychologist makes a psychiatric referral.
- disclosure of a past crime, illegal act, or any other similar incident.
- disclosure that any crime or illegal act is about to take place.
- disclosure of child abuse. State and federal laws require the reporting of evidence of child abuse. Suspected or known child abuse must be reported to Child Protective Service.

14. Privacy

You agree that Hazelden may use information as described in our Privacy Policy. Without limiting the foregoing, you agree that Hazelden may contact you though any contact information you provide though this LRC.

15. Renewal and Cancellation Policy

Your subscription(s) will automatically renew for consecutive renewal terms of the same length as the initial subscription term unless you cancel prior to the start of a renewal term by logging into your account or e-mailing Hazelden Betty Ford Foundation at subscriptionsteam@sf.hazeldenbettyford.org. Upon each renewal, the account you provide will be charged the then-current subscription fee.

You may cancel or deactivate your subscription prior to your renewal date by emailing a notice of cancellation to Hazelden Betty Ford Foundation at subscriptionsteam@sf.hazeldenbettyford.org or by logging into your account at any time prior to the start of the renewal term. Cancellation or deactivation will only prevent future charges as no refund will be issued once a new term has begun and been charged for or invoiced.

16. Links to other Websites

Hazelden may provide Internet links through the LRC to other websites that provide information or services which may be of interest to you. Hazelden provides these links for your convenience only. We are not responsible for the content of these websites or LRC or the programs, agencies, or businesses they describe, or for your dealings with such third parties. Hazelden is not responsible for the content or privacy practices of non-Hazelden websites to which our LRC may link. Please review the terms of use and privacy policy of such websites before using them.

Any images featured within the LRC are for illustrative purposes only.

17. General

You may not assign any rights or obligations under these Terms Agreement without Hazelden's prior written consent. Hazelden may assign all or part of these Terms without restriction.

You agree that any use of this LRC that is not explicitly authorized is a breach of contract, unauthorized access of a protected computer, and violation of Hazelden's intellectual property rights including copyright rights, in addition to any and all other claims Hazelden may have against you. If you are not a registered user, you agree that you shall not access or attempt to access any portion of this LRC that is restricted to registered users. No user shall login or attempt to login as a person they are not or using another's login information.

All sections of these Terms which, by their nature are designed to survive expiration or termination, including but not limited to indemnity and limitation of liability clauses, shall survive. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

These Terms of Use are subject to all applicable laws and regulations. These Terms of Use shall be interpreted so as to be consistent with all applicable laws and regulations to the maximum extent possible. If any portion of these Terms of Use, in any specific context or application, unavoidably conflict with an applicable law or regulation in a particular state or jurisdiction, then these Terms of Use shall be deemed modified to the minimum extent possible so that they are non-conflicting in such specific context, application, state and/or jurisdiction, and the remainder of these Terms of Use shall remain in place.

18. Contact Information

You may contact Hazelden by email at subscriptionsteam@sf.hazeldenbettyford.org, by phone at 651-213-4097, or by mail at P.O. Box 176, Center City, MN, 55012. You agree that we may provide any and all notices to you by e-mail, telephone, fax, as well as by any other method.

EXHIBIT C

Thrive term of liability for single school

School year: July 1, 2026 – June 30, 2027

Subscription Fee Breakdown

Description of Service	Price/school
BARR Year 4+ Services	$35,000
Total Cost	**$35,000**

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of APRIL 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Allison Zagar, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of FEB. 23, 2026 and shall remain in effect until APRIL 16, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are complete on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 500 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

Add

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 4454 Maki Rd, Brookston, MN 55711

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature — SSN/Tax ID Number — Date: 4/10/2026

Keely Waechter

Program Director — Date: ~~2/14/2026~~ (2) 5/18/26

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date: 5/21/26

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of APRIL, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and AMBER BUENS, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of APRIL 1 and shall remain in effect until APRIL 18, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 1,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2215 HILLCREST DRIVE DULUTH MN 55811.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature | [redacted] SSN/Tax ID Number | Date 4/9/26

Program Director | Date 5/13/26

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | Date 5/21/26

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of February, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Tom Thatcher, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/2/26 and shall remain in effect until 6/30/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 1,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Kelly Wolchuk, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 210 E Chisholm St Duluth MN 55803.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[redacted] 4/10/24

Contractor Signature SSN/Tax ID Number Date

5/11/26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

5/21/26

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this __20__ day of __May__2026__ , by and between Independent School District #709, a public corporation, hereinafter called District, and _Brian Langlee___, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ___6/2/2026____ and shall remain in effect until ___6/2/2026_____ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included) ALC/AEO/DAE/TI2/Bridge Graduation Music 6-630 background music, 630 Pomp&Circumstance
3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 500 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: 2520 Plymouth Ave Duluth MN 55811 , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Brian Langlee [redacted] 5/18/26

Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

__X__ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

01	E	611	211	303	401	000

Erinne Zunich 5/21/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Stillday, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5/27/26 and shall remain in effect until 6/2/26 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** ALC/DAE/AEO/Bridge/T12 graduation ceremony, June 2, 6:30 PM at CSS

3. **Background Check.** *(applies to contractors working independent with students*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $450.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Area Learning Center , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
2010 Selmser Ave Cloquet MN 55720.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[redacted] 5/27

Contractor Signature SSN/Tax ID Number Date

5/27/26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

__X__ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

01	E	611	211	303	401	000
XX	X	XXX	XXX	XXX	XXX	XXX

5/28/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

UNIVERSITY OF MINNESOTA

RECREATIONAL SPORTS OUTDOOR PROGRAM (RSOP)
PROGRAM AGREEMENT

THIS PROGRAM AGREEMENT (the "Agreement") is between Regents of the University of Minnesota, a Minnesota constitutional corporation, through its Recreational Sports Outdoor Program (the "University"), and **Homecroft Elementary/Lori Jackson** ("Customer") for Customer's purchase of the following Program:

RSOP Contact Information: Bouler Lake ELC
Name/email/phone: Ryan Hueffmeier, rhueffme@d.umn.edu, 218-721-3731
1216 Ordean Court, Duluth, MN 55812

1. Program Description.

Program: Homecroft Elementary School Day program
Date and Time/Schedule: 5/15/26 from 9:30am-2:00pm
Cost of Program: $380.00 ("Fee")
Location of Program: Boulder Lake Environmental Learning Center
Services/Equipment University Will Provide: Sustainable Natural Resource base programming: Team building, Watersheds, Animal adaptations, Diverse lifecycles, Hike, Invasive species, TODALS, Aquatic Macro
Customer Will Provide: Maximum of 74 students in grades 3rd

University shall conduct the Program in accordance with its safety requirements and applicable rules and regulations ("Requirements"). University shall have the right, in its sole discretion, to interrupt, suspend or cancel the Program, without liability, for Organization's attendees' noncompliance with Requirements.

2. Customer's Information.

Customer's Name/Address/Phone: Rachael TerLouw, Homecroft Elementary, 4784 Howard Gnesen Road, Duluth, MN 55803
Customer's Email Address: rachael.tervouw@isd709.org
Billing Contact Person (if different than above):
Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803
Email: rachael.tervouw@isd709.org
Phone:
Number of Attendees (and Age(s) if Minors): 74 students

3. Liability Waivers Required. Organization must provide a signed liability waiver for each attendee on the date of the Program (minors must have parent/guardian signature). Attendees who do not have a signed liability waiver will not be permitted to participate and it will be Organization's sole responsibility to provide and oversee alternative activities for such attendees. The liability waiver form is available at this link to the waiver. Print as many copies as needed.

4. Payment of Fee. Organization shall pay the Fee to the University. A deposit of **$0.00** is due upon signing this Agreement. The remainder of the Fee shall be paid on or before the following

date(s):**within 30 days of receipt of invoice.** Failure to pay the Fee when due may result in cancellation of the Program. If payment is late but the Program is held, Organization will be charged a late fee and interest at the highest rate permitted by law.

5. Cancellation. If Organization cancels the Program anytime from the date of signing of this Agreement up to days before the date of the Program, Organization will pay a cancellation fee of % of the Program Fee. Cancellations within days of the Program will incur a cancellation fee of % of the Program Fee. Organization will not be obligated to pay a cancellation fee if the Program is cancelled due to an Event of Force Majeure (as defined below).

6. Compliance with Applicable Regulations. University shall be responsible for complying with all federal, state and local laws and regulations and University policies relating to criminal background checks for all University staff members having contact with minors as a result of this Agreement.

7. DISCLAIMER. UNIVERSITY MAKES NO CLAIMS OF ANY KIND WITH RESPECT TO THE PROGRAM AND SHALL NOT BE LIABLE FOR CUSTOMER'S RELIANCE ON ANY STATEMENTS OR DEMONSTRATIONS MADE DURING THE PROGRAM.

8. LIMITATION OF LIABILITY. UNIVERSITY'S MAXIMUM OBLIGATION TO ORGANIZATION FOR ANY CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, INCLUDING FAILURE TO PERFORM, SHALL NOT EXCEED THE AMOUNT ORGANIZATION ACTUALLY PAID TO UNIVERSITY UNDER SECTION 4.

9. Use of University Name or Logo. Organization will not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any department of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance.

10. Force Majeure. No party shall be responsible for failure to perform its obligations under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party (each, an "Event of Force Majeure"). During an Event of Force Majeure the parties' duty to perform obligations shall be suspended.

11. Relationship. The relationship between the parties is solely that of independent contractors, not partners, joint venturers, employees, agents, or otherwise. Neither shall have any authority to bind the other in any manner, and shall not represent or imply that it has such authority.

12. Governing Law and Jurisdiction. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below.

Regents of the University of Minnesota

By: _____
Name: **Ryan Hueffmeier**
Title: **Director, BLELC**
Date: 4/2/26

Customer:

By: _____
Name:
Title:
Date: 5.8.26

(612) 440-7866
NinjaAnywhere.com
2280 Terminal Rd. W
Roseville, MN 55113

Ninja Anywhere Event Contract

The specific contract terms of this event contract ("Agreement') are as defined in the following table:

Contract Term	Term Definition
Contract Date	01/24/2026
Host	Myers-Wilkins Elementary ISD 709
Host Address	1027 N 8th Ave E. Duluth, MN 55805
Host Contact Name and Title	Lee Ann Bren - Myers-Wilkins Elementary ISD 709
Host Contact Phone	(612) 388-0997
Host Contact Email	leeann.bren@isd709.org
Event Date(s)	June 3, 2026
Event Time(s)	8:30 am - 1:30 pm
Event Location	1027 N 8th Ave E. Duluth, MN 55805
Host Fee *(fee charged to Host)*	$4,200
Deposit	$1,260.00
Sales Tax	Tax Exempt - 0%
Unique Terms and Conditions	Unique terms and conditions are set forth in **Appendix A** (if any).
Purpose of Event	Spring Field Day
Expected Number of Participants	470
Age Range of Participants	Kinder - 5th
NA Event Coordinator and email	Tracie Odle - todle@ninjaanywhere.com - 612-255-0214
Host Volunteers *The number of volunteers to be provided by Host*	4
Event Staff *The number of event staff to be provided by Ninja Anywhere*	2
Inclement Weather Contingency Plan *Alternative location, e.g., gym or structure*	Place balance course & inflatables inside gym, park trailer close to building, 24 hour severe weather notice to reschedule.
Participant Fee (if any)	Not Applicable
Minimum Guaranteed Fee (if any)	Not Applicable

By signing below, you acknowledge the above specific contract terms and the attached Standard Terms and Conditions.
This executed Agreement is effective as of the Contract Date written above.

Ninja Anywhere LLC

Elizabeth Kettler, Owner and CFO

Accepted by Host (signature)

Lisa Nicholson

Print Name and Title: Lisa Nicholson - Principal

(612) 440-7866
NinjaAnywhere.com
2280 Terminal Rd. W
Roseville, MN 55113

1. **Parties**
   This binding Agreement is entered into as of the Contract Date, by and between Host and Ninja Anywhere LLC, a Minnesota limited liability company ("NA").

2. **Event Details**
   NA will provide the following at the Event:
   i. Obstacles (Mobile Ninja rig, inflatables, balance course obstacles);
   ii. Obstacle set-up and tear-down; and
   iii. Overseeing and facilitating NA event by NA Event Staff with assistance from any Host Volunteers.

3. **Payment Terms**
   The Host Fee, as applicable and any Sales Tax is due one (1) month before Event Date. Any Participant Fee will be charged to individual participants the day of the Event. The Deposit is required to reserve the selected Event Date. The Deposit is non-refundable, but may be transferable with two (2) week advance notice as provided in Section 4 below. Sales Tax will be charged unless a signed sales tax exempt form is provided to NA prior to payment. In the case that the total Participant Fees collected is less than the Minimum Guaranteed Fee (if any), Host agrees to pay NA any difference between the total Participant Fees collected and the Minimum Guaranteed Fee. Payment shall be made within ten (10) business days from receipt of an invoice from NA. The Host may request documentation supporting the total Participant Fees received by NA. Except as provided herein, any fees payable hereunder are exclusive of any applicable taxes and any applicable taxes will be payable by Host to NA in addition to fees payable hereunder. Bank fees for insufficient funds will result in additional charges, including but not exceeding all bank fees plus a $30 processing fee. Interest at the maximum amount due under applicable law will accrue on all late payments. All collection fees, attorneys fees, court costs or expenses involved in the collection of amounts due from Host hereunder will be Host's responsibility. NA may apply the Deposit to any amounts due under this Agreement. Host authorizes NA to charge Host's debit card or credit card on file with NA in an amount equal to all outstanding payments and fees due under this Agreement.

4. **Cancellation and Rebooking**
   NA may cancel its obligations under this Agreement (e.g., participation at an Event) if Host fails to adhere to payment terms set forth herein or any other provision of this Agreement, and in such case, NA will retain the Host Fee. If Host is in compliance with the terms of this Agreement: (a) Host may reschedule the Event by providing written notice to NA more than two (2) weeks before the Event Date, subject to NA's availability and acceptance of a new proposed Event Date, in its sole discretion, or (b) Host may cancel an Event within two (2) weeks of the Event Date, but Host will forfeit fifty percent (50%) of the Host Fee. Except as specifically provided below, if Host reschedules an Event within two (2) weeks of the Event Date to a date acceptable to NA, fifty percent (50%) of the Host Fee will be applied towards future Event and the remainder will be retained by NA to compensate it for its damages and expenses associated with cancellation and rescheduling.

   Host and NA may mutually agree to cancel or postpone the Event for circumstances beyond NA's or Host's reasonable control, such as inclement weather. In this case, the Host Fee will be transferable to a future event on a date acceptable to NA and Host. If NA cancels the Event for safety or other concerns in its discretion, except due to a breach of this Agreement by Host, any Host Fee will be returned to Host if rescheduling within a reasonable time period is not feasible. The return of the Host Fee will be the sole remedy of Host for any such cancellation hereunder.

5. **Participant Waiver**
   All Event participants are required to complete an electronic NA waiver and follow NA safety rules and instruction. NA reserves the right to

(612) 440-7866
NinjaAnywhere.com
2280 Terminal Rd. W
Roseville, MN 55113

deny Event access to any participant for any reason NA deems reasonable (including, but not limited to, if the participant is not following safety rules). NA shall not be held liable for participants that access the Event without following the requirements noted above. Host consents to the Event being listed (by Event name and date) on the NA electronic waiver form in order to match participants to specific Event, which may be viewable by third parties who are also provided the electronic waiver. If Event access is controlled by Host instead of NA (e.g., if Event is a school event or private party), Host agrees to obtain a signed NA Waiver from all participants.

6. **Event & Event Location Access**
Host will:
   a. Put on the Event with reasonable skill and care, customary for events of a similar location and size.
   b. Provide NA access to the Event Location a minimum of two (2) hours prior to the Event.
   c. Provide NA with reasonable parking accommodations (including overnight for multi-day events) as well as at least a 100' x 100' space at the Event Location (clearance of 13'6" high is required for access to any structures).
   d. Obtain any permits/permission necessary to host the Event at the Event Location, and will comply with applicable laws with respect to hosting the Event.

   Host represents and warrants it maintains insurance as is necessary and customary to reasonably cover its operations and liabilities related to the Event.

   Host acknowledges that the NA Obstacles/Equipment include large, heavy structures which may require stakes to be driven into the ground and could cause indentation marks on any surface. Host is responsible to take any precautions to protect the Event area (e.g., covering any flooring and/or ensuring an unobstructed pathway for the 70' long ninja rig). This includes but is not limited to grass/turf, overhead wires, and underground sprinkler systems. NA is not responsible to Host or any third party for any damaged property prior to, during, or after the Event. If the Event Location is not ready or accessible when NA arrives or if the Obstacles/Equipment cannot be set up directly at the Event Location (extra handling involved), Host will be charged an additional fee based on the additional time required. If NA cannot deliver the Obstacles/Equipment, the Obstacles/Equipment may be taken back to its warehouse and the Host Fee will be retained by NA.

7. **Use of Likeness**
Host grants permission to NA to use Host's (and any of its owners, contractors, employees, agents, and volunteers) likeness, and images from the Event, in any photographs, recordings (including video and/ or sound) or other media made in connection with the event ("Images"). The Images may be used without restriction for the benefit of NA in any and all publications or media, in any form, including on any of NA's web sites or social media sites, without further consideration. Host is responsible to obtain all applicable consents to effectuate this provision.

8. **Indemnification**
Host agrees to indemnify and hold NA and its affiliates, and their respective agents, owners, directors, trustees, contractors, employees and volunteers, harmless against any and all claims of loss or damage (including reasonable attorneys' fees) associated with the Event or NA's participation in the Event, or resulting from Host's failure to perform its obligations under this Agreement, except in the event of liability arising from NA's willful misconduct or gross negligence.

9. **Governing Law/Venue**
This Agreement is governed by the laws of the State of Minnesota without giving effect to any conflict of law provisions of such state. The parties hereto hereby agree that any disputes arising out of this Agreement shall be litigated

(612) 440-7866
NinjaAnywhere.com
2280 Terminal Rd. W
Roseville, MN 55113

exclusively in courts located in Hennepin County, Minnesota.

10. **Binding Authority**
The individual signing this Agreement for Host certifies that he or she has authority to bind Host to this Agreement.

11. **Independent Contractor**
Each party agrees that nothing in this Agreement will be construed as creating an employee-employer relationship, and NA is participating in the Event as an independent contractor only. Neither party has authority to bind the other party to any agreements or obligations.

12. **No Warranty & Limitation on Liability**
NA MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

NA's liability arising out of this Agreement is hereby limited in the aggregate to the fees payable by Host to NA hereunder. The parties agree that neither party shall have the right to receive or collect consequential, punitive or exemplary damages from the other party.

13. **Assignment**
Host may not, without the prior written consent of NA, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

14. **Entire Agreement**
This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representative of both parties.

15. **Severability**
Should any provision of this Agreement be declared illegal, void or unenforceable under state or federal law, the remaining provisions of this Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

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Appendix A: Unique Terms And Conditions

The following terms and conditions (if any) modify the Agreement as follows:

No Unique Terms

No Cost Contracts Signed
May 2026

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
On Site Enterprises	Purchasing	Districtwide vending services
Planned Parenthood Minnesota, North Dakota, South Dakota	MTSS/TLE	MOU creating educational successes for students by providing health education services to all students related to reproductive and sexual health including various topics – 2026/27 school year
Harm Reduction Sisters	MTSS/TLE	MOU creating educational successes for students by providing education services to all students related to harm reduction, long term use consequences of drug use and the befits of abstinence – 2026/27 school year
St. Louis County	FIT/TLE	MOU outlining student transportation services for foster children living in the district boundaries of St. Louis County

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and On Site Enterprises, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 07.01.26 and shall remain in effect until 06.30.27, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Bid-1269 - Vending Services per specifications and the response provided to the Bid.*

Contract Documents. It is understood that this Contract consists of the following:

1. *Printed Memoranda of Agreement and Title Sheet;*
2. *Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;*
3. *Contractors Insurance Policy;*
4. *Supplementary Conditions and Insurance Requirements; and*
5. *Any other documents identified by /SD 709*

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Cathy Holman, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) On Site Enterprises, 2841 Karl Avenue, Duluth MN 55811.

10. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. The contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

* _____ 5/13/26

Contractor Signature SSN/Tax ID Number Date

_____ 5/13/26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

_X_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

XX	X	XXX	XXX	XXX	XXX	XXX

_____ 5.8.26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2026

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
North Shore Insurance Services, Inc
131 W Superior St
Duluth MN 55802

CONTACT NAME: Joseph Johnson
PHONE (A/C, No, Ext): (218) 722-4784 **FAX (A/C, No):**
E-MAIL ADDRESS: jbjohnson@northshore.bank

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACUITY A MUT INS CO	14184
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
On Site Enterprises Inc
2841 Karl Ave
Duluth MN 55811

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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ZS5864	09/20/2025	09/20/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] 19 [ ]			ZS5864	09/20/2025	09/20/2026	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZS5864	09/20/2025	09/20/2026	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	PROPC			ZS5864	09/20/2025	09/20/2026	Special Inflation Guard XRCOD	

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

CERTIFICATE HOLDER
Independence School District ISD 709 Duluth Public Schools
709 Portia Johnson Dr
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
Ashley Pappas

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MEMORANDUM OF UNDERSTANDING

Between Planned Parenthood Minnesota, North Dakota, South Dakota and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Planned Parenthood Minnesota, North Dakota, South Dakota ("PPMNS") and the Duluth Public Schools, Independent School District #709 ("Duluth Public Schools").

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between PPMNS and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party.

WHEREAS, Duluth Public Schools desires to increase the capacity of their health education services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that PPMNS has services including, but not limited to comprehensive, medically accurate, age-appropriate sexuality education and culturally relevant access to resources and affordable health services in our community.

THEREFORE, PPMNS and Duluth Public Schools agree that it is in the best interest of Children and their families attending school in Duluth Public Schools to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between PPMNS and Duluth Public Schools in its implementation of creating educational successes for students by providing health education services to all students related to reproductive and sexual health including: healthy relationships, consent, abstinence, contraceptive options, sexually transmitted infections, healthy body image, media literacy, youth leadership and navigating community resources. A PPMNS Health Educator will be on-site at Denfeld High School to provide afterschool small group education, one-on-one support for students and host informational tables at community and school sponsored events.

II. ROLES AND RESPONSIBILITIES

Roles of PPMNS and Duluth Public Schools

It is understood that PPMNS and Duluth Public Schools' staff must work together as a team to effectively meet the needs of Duluth Public Schools' students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of PPMNS

1. PPMNS will provide community education to promote long term health outcomes. PPMNS Educators will offer small groups and one on one support where they will provide medically accurate information and referrals. The educational programming provided by PPMNS aims to reduce risks of unintended pregnancy, teen dating violence, and transmission of sexually transmitted infections.

2. PPMNS staff will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of PPMNS and Duluth Public Schools quarterly.

3. Employ and be responsible for its employees placed at Duluth Public Schools.

4. Maintain appropriate professional liability insurance. PPMNS has liability insurance through Greenwich Insurance Company

5. PPMNS will obtain an ROI for any student they work with that would disclose confidential information outside those covered by HIPPA and FERPA. PPMNS will only use demographics from directory student information.

6. Obtain parental permission to provide services before any individual or small group peer education program participation would be initiated.

7. Maintain and own case management records of students served.

8. PPMNS staff will meet with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership. Meetings with school site staff will occur monthly.

9. Ensure that meetings with staff do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

10. Ensure that services do not interfere with students receiving federally mandated individualized education program ("IEP") services from Special Education staff.

Role of Duluth Public Schools

1. Meet with PPMNS administrative staff to plan a system of accessibility.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with PPMNS staff to develop a system to identify and refer students that may be in need of health services.

3. To provide PPMNS with a private meeting space with access to a telephone and internet connection.

4. Upon parental permission and PPMNS request, PPMNS will be provided student schedules in order to meet with students for services.

5. From time to time, PPMNS may seek information or assistance from Duluth Public Schools so that it can appropriately report to granting agencies. Duluth Public Schools agrees to cooperate with reasonable requests for such information or assistance.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of February 13, 2026 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. PPMNS and Duluth Public Schools agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

PPMNS and Duluth Public Schools agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Data Collection. PPMNS will only collect data on demographics and will not be responsible for collecting other identifiable student data. The building admin and site coordinator will collect data on the effectiveness of the partnership.

Background Check. PPMNS staff will need background checks before they start working with students. The background check needs to be on file within the agency.

PPMNS must provide an executed criminal history on all of its employees assigned to the program. PPMNS is precluded from performance of contract until the results of the criminal background check(s) are on file.

If PPMNS has already completed background checks for their business needs, PPMNS stipulates that the background checks are completed, current, and on file.

PPMNS also stipulates that any employees with a gross misdemeanor or felony will not work independently with Duluth Public Schools students.

Independent Contractor. Both Duluth Public Schools and PPMNS agree that each are acting as independent contractors in the performance of their duties under this agreement. Nothing contained in this agreement shall be construed as in any manner creating an employment arrangement or joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Grant Funding. The work contemplated to be performed under this Agreement is funded in part by a Sexual and Reproductive Health Services Grant awarded to PPMNS by the Minnesota Department of Health ("MDH"). PPMNS's obligations under this Agreement are therefore contingent upon the availability of grant funds, and PPNCS may suspend or terminate this Agreement, in whole or in part, if such funding is reduced, suspended, or terminated. The parties agree and understand that all decisions regarding the use and allocation of MDH grant funds are subject to the ultimate and exclusive discretion of PPMNS and MDH.

Indemnification. PPMNS hereby agrees to defend, indemnify and hold Duluth Public Schools harmless from all claims relating to actions by PPMNS or its agents and employees in connection with this Agreement.

If PPMNS breaches its obligation to defend, indemnify and hold the Duluth Public Schools harmless, then in addition to its other damages the Duluth Public Schools shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Duluth Public Schools hereby agrees to defend, indemnify and hold PPMNS harmless from all claims relating to actions by Duluth Public Schools or its agents or employees in connection with this Agreement.

If Duluth Public Schools breaches its obligation to defend, indemnify and hold PPMNS harmless, then in addition to its other damages, PPMNS shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Notices. All notices to be given by PPMNS to Duluth Public Schools shall be deemed to have been given by depositing the same in writing in the United States Mail addressed to: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Road, Duluth, MN 55811.

All notices to be given by Duluth Public Schools to PPMNS shall be deemed to have been given by depositing the same in writing in the United States Mail addressed to: Planned Parenthood Minnesota, North Dakota, South Dakota % Compliance, 671 Vandalia St., Saint Paul, MN 55114.

Assignment. PPMNS shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the Duluth Public Schools.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto. The MOU will be reviewed annually to review, modify and make amendments.

Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

Data Practices. PPMNS further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

Conflict of Interest and Fiduciary Duty. All contractors doing business with Duluth Public Schools agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the Duluth Public School's website.

Mutual Consent to Collaboration. PPMNS and Duluth Public Schools agree to work cooperatively to establish times and locations for services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of services.

FOR PPMNS:

Linnea Fletcher **Date:**
5/5/2026
Planned Parenthood Minnesota, North Dakota, South Dakota

FOR DULUTH PUBLIC SCHOOLS:

Simone Zunich Date: 5.8.26

Simone Zunich, Executive Director of Business Services, ISD #709

MEMORANDUM OF UNDERSTANDING

Between the Harm Reduction Sisters and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Harm Reduction Sisters and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Harm Reduction Sisters Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their substance use preventative services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that Harm Reduction Sisters has services including, but not limited to education on naloxone use, overdose prevention, substance use prevention strategies, coping skills, and culturally relevant access to resources and affordable health services in our community.

THEREFORE, Harm Reduction Services and Duluth Public Schools agree that it is in the best interest of Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Harm Reduction Sisters and Duluth Public School District ISD #709 in its implementation of creating educational successes for students by providing education services to all students around harm reduction, long term use consequences of drug use and the benefits of abstinence. They will also provide services for higher needs around chemical health and harm reduction through support and small group education. This will provide quality and culturally appropriate education and services to students and families with unmet social emotional, behavioral, mental health needs that stem from chemical health.

II. ROLES AND RESPONSIBILITIES

Roles of Harm Reduction and ISD #709

It is understood that Harm Reduction Sisters and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Harm Reduction Sisters

1. Harm Reduction Sister will support education to students on the long term effects of drug use and the benefits of abstinence. They will offer support to students facing negative consequences because of use. Students work with Harm Reduction Sisters staff to reduce risk of use and possibly get support to abstain.

2. School personnel will receive vector training on overdose prevention and the safe use of Naloxone in the event of suspected overdose. Harm Reduction Sisters will also offer additional in-person training opportunities for school staff and families.

3. Students served by Harm Reduction Sisters in the Duluth Public Schools are clients of Harm Reduction Sisters Services and are subject to the same rights and responsibilities as clients served onsite at any Harm Reduction Human Services facility.

4. Harm Reduction Sisters staff will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of Harm Reduction and ISD #709 quarterly.

5. Employ and be responsible for its employees placed at Duluth Schools.

6. Maintain appropriate professional liability insurance.

7. Harm Reduction Sisters will require consent for each student they work with in a small group setting. Harm Reduction Sisters will only use demographics from student information.

8. Obtain parental permission to provide services.

9. Maintain and own case management records of students served.

10. Ensure that meetings with staff do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

11. Ensure that services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with Harm Reduction Sisters administrative staff to plan a system of accessibility.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with Harm Reduction staff to develop a system to refer students that may be in need of chemical health services. The team will meet quarterly, or as requested, with Harm Reduction administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide Harm Reduction Sisters with a private meeting space with access to a telephone and internet connection.

4. Upon parental permission Harm Reduction Sisters may be provided student schedules in order to meet with students.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-2-25 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below. The MOU will be reviewed annually for renewal.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Harm Reduction Sisters and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Harm Reduction Sisters and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Harm Reduction Sisters will need to obtain a consent for all student referrals, including small groups. Every effort will be made by ISD #709 to refer students to Harm Reduction for culturally appropriate case management around concerns with substance use.

Data Collection. Harm Reduction Sisters will only collect data on demographics and will not be responsible for collecting other student data. The building admin and DCSC Site Coordinator will collect data on the effectiveness of the partnership. Harm Reduction Sisters may have access to potential behavioral violations around chemical use (referrals for substance use) as they arise to know which students may need their services.

Background Check. Harm Reduction Sisters staff will have background checks on file and available upon requested.

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If the Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Road, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Harm Reduction Sisters Human Services, Attn: 206 W 4th St Suite 216B, Duluth MN 55806

Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

Mutual Consent to Collaboration. Harm Reduction and Duluth Public School District agree to work cooperatively to establish times and locations for services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of services.

_____ **Date:** _____

Harm Reduction Human Services

Simone Zunich **Date:** 5.8.26

Simone Zunich, Executive Director of Business Services, ISD #709

PURCHASE OF SERVICE AGREEMENT
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **ISD #709 Duluth Public Schools,** 709 Portia Johnson Dr., Duluth, MN 55811 **,** hereinafter referred to as "District", for the period of July 1, 2026 to June 30, 2028.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their District or School of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the District or School in which the child is enrolled at the time of placement; and

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20); and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the "Every Student Succeeds Act", the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:
   The term of this Agreement shall be in effect from July 1, 2026 to June 30, 2028.

2. EDUCATIONAL PLACEMENT DECISIONS:
   County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the District or School of origin to provide stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the District liaison or a representative of the District in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the District's point of contact. A form will be developed that states the individual's transportation plan that is shred with both points of contact.

4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. School will cover the associated costs.

4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the School will assume costs required for transporting the student to school. District will cover the associated costs.

4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.

4.4 Students residing in a foster care placement outside of District boundaries but attending School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.

4.5 Students placed in foster care within District and attending a non- area school or district The District will bear no financial responsibility for this student. County and the District where the student attends are expected to make arrangements for transportation and the associated

costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the District liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13 and 14.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.5.1 Billing should be submitted to:
Lisa King, Finance & Operations Supervisor (or successor)
St. Louis County Public Health and Human Services
Business Services, Government Services Center
320 West 2nd Street, Room 401
Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to:
Lisa King, Finance & Operations Supervisor (or successor)
kingl@stlouiscountymn.gov
Ph) 218-726-2153

5.7 In situations where transportation is being funded by County, point of contact will notify the District liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.

6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.

6.3.3 CFS Division Directors for County:

Northern St. Louis County – Nicole Curphy (or successor)
CurphyN@stlouiscountymn.gov
Ph) 218-471-7771

Southern St. Louis County – Chris Heazlett (or successor)
heazlettc@stlouiscountymn.gov
Ph) 218- 726-2202

6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.

6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:
It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.

8. INDEMNIFICATION:
Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:
Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:
The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:
All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:
This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS - COUNTY:
All notices and communication pursuant to this Agreement will be directed to the **County point of contact or their successor**:

Susan Sauls, CFS Supervisor
218- 726-2108
SaulsS@stlouiscountymn.gov

14. NOTICES/COMMUNICATIONS - SCHOOL
All notices and communication pursuant to this Agreement will be directed to the **District point of contact or their successor**:

14.1 Lindsay Bruce (primary contact)
FIT Coordinator
lindsay.bruce@isd709.org

14.2 Dr. Darren Sheldon
Supervisor of Federal Programs
darren.sheldon@isd709.org

IN WITNESS WHEREOF, County and District agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2026 to June 30, 2028.

DISTRICT

John Magas
Superintendent

Date: 6/2/26

Simone Zunich
Finance Manager

Date: 6/2/26

TAX ID: 41-6003776

COUNTY

Linnea B. Mirsch
Click here to enter text.Deputy Administrator-Community & Human Services

Date:_____

Approved as to form and execution:

Benjamin M. Stromberg
Assistant County Attorney

Date:_____

CERTIFICATE OF COMPLIANCE WITH MINNESOTA WORKERS' COMPENSATION LAW

https://www.revisor.mn.gov/statutes/cite/176.182

We are required by law to obtain the information requested below. If the information is not provided, we will not enter into any contract with the Contractor for the doing of any public work.

If the information is not reported, or is falsely reported, it may result in the assessment of a $2,000 penalty, payable to the Minnesota Commissioner of Labor and Industry, all as provided in Minnesota Statute §176.182.

Contractor must complete one of the below, sign, and return to the County:

☐ If Contractor has workers' compensation insurance coverage, check this section and complete the below information:

Insurance Company _____

Policy Number _____

Dates of Coverage: _____

OR

☐ If the Minnesota Commissioner of Commerce has permitted Contractor to be self-insured, with respect to workers' compensation liability, check this section, and send a copy of the permit to the County contact listed within your Contract

OR

☐ If Contractor does not have workers' compensation insurance coverage and the Minnesota Commissioner of Commerce has not permitted Contractor to be self-insured with respect to workers' compensation liability, check this section and one of the options below:

- ☐ Contractor is the State or a municipal subdivision of the State;
- ☐ Contractor has no employees; or
- ☐ Contractor has no employees covered by workers' compensation.

Person signing this certificate, on behalf of Contractor, certifies the information provided above is true and correct.

CONTRACTOR SIGNATURE REQUIRED

John Magnuson
Name

Superintendent
Title

6/2/26
Date

Revenue Contracts Signed
May 2026

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	**Amount or Estimated Amount***	**Contract Source**	**Description**
Northwood Children's Services	$3,000.00	TLE/Residentials	Rental of room for FY27 at Laura MacArthur Elementary School
Northwood Children's Services	$90,475.56	TLE/Residentials	Rental of rooms for FY27, FY28, FY29 at Rockridge Academy

LEASE AND COOPERATIVE OPERATING AGREEMENT

THIS AGREEMENT made and entered into effective as of July 1, 2026, by and between Independent School District #709, a public corporation and political subdivision of the State of Minnesota ("**Lessor**") and Northwood Children's Services, a Minnesota non-profit corporation ("**Lessee**").

RECITALS

The leased space is located in the Memorial Park Community Center within Laura MacArthur Elementary School, which is located at 720 North Central Avenue. Laura MacArthur School is owned, maintained and operated by Lessor pursuant to M. S. Sec. 123B.02. Lessor endeavors to provide opportunities to youth through its collaborative efforts with Lessee. Lessee is dedicated to continuing to serve the residents in the neighborhoods surrounding Laura MacArthur School by committing existing facilities as part of a collaborative effort with Lessee. Consistent with the mission of the Lessor, the Lessee is an entity committed to helping youth of all backgrounds, with special concern for those from disadvantaged circumstances; develop the qualities needed to become responsible citizens and leaders.

AGREEMENT

ARTICLE 1.
DEFINITIONS

1.0 AUTHORITY TO LEASE: Independent School District Number 709 is authorized to lease facilities according to M.S. Sec 123B.02.

1.1 THE LESSOR shall mean: Independent School District Number 709, A Minnesota Public Corporation.

1.2 THE LESSEE shall mean: Northwood Children's Services, a Non-Profit Corporation.

1.3 BUILDING shall mean: The existing Laura MacArthur School building.

1.4 LEASED SPACE shall mean that portion of the building to which the Lessee shall have the exclusive right of occupancy under this Agreement. The Leased Space is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference.

1.5 SHARED SPACE shall mean those portions of the building that are anticipated to be utilized by both Lessee and Lessor. The Shared Space is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference.

1.6 OUTSIDE PLAYGROUND FACILITIES shall mean all of the outdoor recreational facilities and open spaces located on the School Property.

1.7 PREMISES shall mean the Leased Space and Shared Space.

1.8 BUILDING USE PERMIT shall mean a permit granted by Lessor which allows access to a portion of the School Premises other than the Leased Space or Shared Space.

1.9 PROGRAMMABLE SPACE shall mean areas of the building in which school or Lessee activities can be conducted. This space does not include corridors, vestibules, restrooms, mechanical rooms, crawl spaces, equipment rooms, attic spaces, boiler rooms.

1.10 SCHOOL PROPERTY shall mean the Laura MacArthur School campus including the Building, the Outside Playground Facilities, and the grounds.

ARTICLE 2.
GRANT OF OCCUPANCY TO LEASED SPACE

2.1 The Lessor does hereby demise and let unto the Lessee, and the Lessee does hereby lease from the Lessor, the Leased Space described in **Exhibit A**.

ARTICLE 3.
TERM

3.1 Term. The term of this Agreement (**"Term"**) shall be for a period beginning on July 1, 2026 and ending on June 30, 2027.

ARTICLE 4.
RENT

4.1 Rent. The Lessee shall pay $250.00 per month and $3,000 as total rent for the one-year term of this agreement, such rent payable in one non refundable lump sum amount payable in one installment on the effective date of this agreement.

ARTICLE 5.
USE

5.1 Permitted Uses. Unless specifically agreed to in writing by the Lessor, the Lessee shall use the Premises only for the following purposes:

5.1.A. Social, educational, recreational, individual and family support, citizenship and leadership, enrichment, and youth related community outreach programming.

5.1.B. Administrative offices and staff facilities for the Lessee.

5.2 Non-discrimination Covenant. The Lessee hereby covenants and agrees that it will not engage in or permit unlawful discrimination against persons seeking access to the Premises or to programming conducted by the Lessee because of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance,

sexual orientation, disability, or status as a veteran of war, or to fail to ensure physical and program access for disabled persons.

5.3 Prohibited Uses. The Lessee shall not use or occupy the Premises or knowingly permit the Leased Space to be used or occupied for any purpose or activity which is contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would violate any certificate of occupancy effecting the same, or which would be likely to cause structural injury to the Premises or improvements thereon or cause the value or usefulness of the Premises or any part thereof to be substantially diminished, or which would adversely affect the Lessor's activity on or adjacent to the Premises, or which would constitute a public or private nuisance or waste. Upon discovery of any use prohibited hereunder, the Lessee shall promptly take all necessary steps to discontinue such non-conforming use. The Lessee agrees that, during such times as it has the exclusive right to occupy any portion of the non-leased area of the School Property, it will take reasonable measures to prevent the above-referenced prohibited uses from occurring.

ARTICLE 6.
MANAGEMENT

6.1 Scheduling.

6.1.A. Leased Space. The Lessee shall allow the Lessor access to those areas to which it is entitled pursuant to Article 13.2 of this Agreement.

6.1.B. Non-leased School Property. The Lessor shall be responsible for scheduling the Programmable Space and Outside Playground Facilities in a fair and reasonable manner to allow the Lessee access by Building Use Permit to those areas for the purpose of carrying out Lessee's programming. The Lessor shall have the right to promulgate reasonable rules and regulation for use of the entire School Property including the Leased Space. Such rules and regulations shall not violate or be contrary to any state or federal law, local ordinance, or provision of this Agreement.

6.2 Programmer Meetings. The Lessor shall conduct meetings of all program providers permanently officing in the building no fewer than two times per year to discuss operation and management of the facility. On-site staff of all program providers will meet on a regular basis not less than bi-monthly to facilitate effective, non-conflicting programming and scheduling.

6.3 Dispute Resolution. If a dispute develops between the parties regarding the performance by a party of its obligations under this Agreement or the interpretation of the rights and obligations of the parties under this Agreement such disputes shall be promptly referred by each party to its next administrative level which will settle the dispute. Such referral shall continue to succeeding levels of the respective party's administration until all administrative levels have been exhausted.

ARTICLE 7.
SUPERVISION AND EQUIPMENT

7.1 Supervision. Each party shall provide reasonable supervision and security for all activities scheduled by it.

7.2 Equipment. Each party will furnish all of its own equipment except as agreed in advance by the authorized staff of the parties.

7.3 Appropriate Activities. Lessee shall will limit its activities in the Premises to those for which the Premises was designed and which will not present an unreasonable risk of damage or destruction to the facility or equipment or carry an unreasonable risk of injury to the participants supervisors or spectators. Activities to be conducted in the Premises or the Programmable Space that would violate the terms of this section must be approved in advance by Lessor.

ARTICLE 8.
ORDINANCES BUILDING RESTRICTIONS AND REGULATIONS

8.1 The Lessee during the term of this Agreement shall at its expense comply with all valid applicable laws ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting the Premises and any improvements thereon or the use thereof. The Lessee shall indemnify and hold the Lessor harmless from the consequences of any violation of any such law ordinance or regulation by the Lessee. The Lessee shall not permit any activity contrary to any law ordinance or regulation to occur in the Leased Space and, during such times as it has the exclusive right to occupy any portion of the School Property other than the Leased Space, it will take reasonable measures to prevent such activities from occurring in such portions of the School Property. Notwithstanding the foregoing and Section 5.3, it shall be the Lessor's responsibility, rather than the Lessee's responsibility to ensure that the Building and the Premises exclusive of any improvements or alterations made by the Lessee to the Leased Space subsequent to June 5, 2012 are constructed and maintained in accordance with all building codes ordinances and laws.

ARTICLE 9.
ALTERATIONS

9.1 No Alterations Without Consent. The Lessee shall make no changes or alterations to the Building without the Lessor's prior written approval. The Lessee may at its expense make changes or alterations to the interior of the Leased Space provided that the Lessor has first consented in writing to the proposed plans and specifications for said changes or alterations. The Lessor shall not unreasonably withhold consent to such alterations provided that the Lessor shall be entitled to withhold consent if it determines in its reasonable discretion that the improvements proposed by the Lessee will not be useful to the Lessor upon reversion of the Leased Space to the Lessor at the termination of the Agreement. According to local building and zoning code, the Lessee shall have the right to erect and maintain a sign on the building identifying its presence in the building subject to the mutual agreement of the parties regarding the size and design of the sign. The parties agree that such sign shall be aesthetically consistent with the exterior of the

building. The Lessee shall also be permitted to place such lettering on the main door to the Premises as it deems appropriate to identify its business and business hours.

9.2 Mechanic's Liens. The Lessee shall not suffer or permit any statements of' mechanic's liens to be filed against the School Property or any part thereof by reason of' work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the School Property or any part thereof through or under the Lessee. If any such statement of mechanic's lien shall at any time be filed against the School Property or any part thereof, the Lessee shall cause the same to be discharged of record within twenty (20) days after the date of actual notice to the Lessee of filing the same. If the Lessee shall fail to discharge such mechanic's lien within such period, then in addition to any other right or remedy of the Lessor, may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court, by giving security, in such other manner as is or may be prescribed by law. Any amount paid by the Lessor for any of the aforesaid purposes, and all reasonable other expenses of the Lessor, including reasonable attorneys' fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of eight percent (8%) per annum from the date of payment, shall be repaid by the Lessee to the Lessor on demand, and if unpaid may be treated as Additional Rent. The Lessor shall have the right to post and maintain on the Premises notices of non-responsibility under the laws of Minnesota, and nothing herein shall be construed to subject the School Property, if otherwise exempt to such liens.

ARTICLE 10.
REPAIRS AND MAINTENANCE

10.1 Obligations of Lessee. The Lessee, at its sole cost and expense, shall repair, restore or replace promptly (or at Lessor's election, Lessor shall repair, restore, or replace promptly at Lessee's sole cost and expense) to the satisfaction of the Lessor all damage or injury to the building or the fixtures, appurtenances and equipment relating thereto caused by: the

Lessee moving property in or out of the Premises; installation or removal of furniture, fixtures, equipment or other property by the Lessee, its agents, contractors, servants or employees; or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other causes of the Lessee, its servants, employees, agents, visitors or licensees. All repairs, restorations and replacements shall be in quality and class equal to the original work. If the Lessee fails to make such repairs, restorations or replacements, the same may be made by the Lessor, and the same shall be paid by the Lessee to the Lessor within five (5) days' renditions of a bill or statement therefor. Notwithstanding the foregoing, under no circumstances shall the Lessee be obligated to make any repairs or replacements made necessary as a result of damage caused by fire or other casualty, caused beyond its control, or any cause that would ordinarily be covered by a first and extended coverage insurance policy, irrespective of any negligence on the Lessee's part causing or tending to cause the same. The Lessee shall not be obligated to make any repairs or replacements made necessary as a result of the Lessor's negligence, wrongful conduct or breach of this Agreement.

10.2 Scheduled Maintenance. The Lessor shall prepare at the Lessor's expense, a schedule of recommended routine maintenance and repairs for the Leased Space. If requested by the Lessee the Lessor shall perform such routine maintenance and repairs. The Lessee shall pay the reasonable cost of such maintenance and repair services performed by the Lessor, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement. The Lessor shall also, upon the Lessee's request, perform additional specific maintenance and repairs to the Leased Space, the reasonable cost of which shall be paid by the Lessee, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement.

10.3 No Duty for the Lessor to Repair. Nothing herein contained shall imply any duty on the part of the Lessor to do any such work which the Lessee may be required to perform under any provision of this Agreement and the performance thereof by the Lessor shall not constitute a waiver of the Lessee' default in failing to perform the same.

10.4 Obligations of Lessor. The Lessor shall, during the term of this Agreement, at its expense (but subject to Section 10.2), keep the electrical, plumbing, air conditioning equipment, heating equipment, water system, toilet facilities, and other machinery and equipment in the building, and the roof, foundation, and structural elements of the building, in good condition and repair, and shall promptly and adequately repair all damaged or broken glass, fixtures and appurtenances within a reasonable period of time. The Lessor shall also maintain the Outside Playground Facilities, sidewalks and parking facilities in a safe, clean and orderly condition consistent with the practices of the Lessor for the other facilities in its School system.

10.5 Daily Operations and Cleaning. The Lessee shall be responsible for all daily operations and cleaning of the Leased Space, and shall be responsible for the cleaning of those portions of the School Property the Lessee is issued a Building Use Permit to use related to its activities and uses allowed by this lease or otherwise permitted. If the Lessee is unable to clean and maintain the Leased Space to a reasonable standard as determined by Lessor, the Lessor shall provide those services, the reasonable cost of which shall be paid by the Lessee.

ARTICLE 11.
INSURANCE

11.1 The Lessee shall, at its sole cost and expense, be responsible for obtaining and maintaining:

11.1a Insurance for its fixtures and personal property in or about the Leased Space against loss or damage by fire or another casualty. Such insurance coverage shall be for the benefit of both the Lessor and the Lessee, as their respective interests may appear.

11.1b. Commercial general liability insurance against claims for personal injury, death or property damage occurring upon or about the Premises and on in or about the adjoining lands, streets and passageways, such insurer to afford protection to the limit of not less than One Million Five Hundred Thousand Dollars ($1,500,000) with respect to injury or death to a single person, to the limit of not less than One Million Five Hundred Thousand Dollars ($1,500,000) with respect to any one accident, and to the limit of not

less than One Million Five Hundred Thousand Dollars ($1,500,000) with respect to any property damage, naming the Lessor as an additional insured.

Such policies of insurance to be obtained by the Lessee shall be written in companies reasonably satisfactory to the Lessor, and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to the Lessor. Such policies shall be delivered to the Lessor endorsed "premium paid" or with a receipt for payment of the premium issued by the company or agency issuing the policy or accompanied by other evidence satisfactory to the Lessor that the premiums thereon have been paid, not less than ten (10) days prior to occupancy of the Premises and the expiration of any then current policy. The policy must include a provision the Lessor be notified in writing prior to any cancellation.

ARTICLE 12.
INDEMNITY

12.1 Obligations of Lessee. The Lessee shall indemnify and hold the Lessor harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations; arising from the conduct or management of all activities or from any work or thing whatsoever done in or about the Premises by the Lessee; arising from any breach or default on the part of the Lessee in the performance of any convenant or agreement on the part of the Lessee to be performed pursuant to the terms of this Agreement; arising from any act of negligence on the part of the Lessee, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the Term of this Agreement in or about the Leased Space, other School Space the Lessee is issued a Building Use Permit to use, or the Outside Playground Facilities (during such times as the Lessee has the exclusive right of access to such Space and Outside Playground Facilities) incurred by any person, firm or corporation participating in a program of the Lessee or present at the invitation of the Lessee. The Lessee shall further indemnity and hold the Lessor harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessor. Counsel selected by the Lessee's insurance carrier shall be deemed satisfactory to the Lessor. Notwithstanding the foregoing and anything; in this Agreement to the contrary, the Lessee shall not be obligated to defend, indemnify or hold the Lessor harmless as to any claim, or matter based on the Lessor's negligence, wrongful conduct or breach of this Agreement; or as to claims or matters arising from latent defects in the Premises existing on the date of this commencement of the term of this Agreement.

12.2 Obligations of Lessor. The Lessor shall indemnity and hold the Lessee harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations: arising from the conduct or management of all activities or from any work or thing whatsoever done by the Lessor in or about the Premises or the Outside Playground Facilities; arising from any breach or default on the part of the Lessor in the performance of any covenant or agreement on the part of the Lessor to be performed, pursuant to the terms of this Agreement; arising from any act of

negligence on the part of the Lessor, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the term of this Agreement in or about the Premises (excluding the Leased Space) or the Outside Playground Facilities (excluding such times as the Lessee has the exclusive right of access to such Space and Outside Playground Facilities) incurred by any person, firm or corporation participating in a program of the Lessor or present at the invitation of the Lessor. The Lessor shall further indemnify and hold the Lessee harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessee by reason of any such claim, the Lessor, upon notice from the Lessee, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessee. Counsel selected by the Lessor, or its insurance carrier if any, shall be deemed satisfactory to the Lessee. Notwithstanding the foregoing and anything in this Agreement to the contrary, the Lessor shall not be obligated to defend, indemnify or hold the Lessee harmless as to any claim or matter based on the Lessee's negligence, wrongful conduct or breach of this Agreement. Lessor does not, by entering into this Agreement, waive the limits of municipal liability applicable to claims against Lessor.

12.3 Release and Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary (including, without limitation, sections 5.3, 7.3, 10.1, 12.1, 12.2, 15.1 and Articles 17 and 20), each party hereunder (the "releasing party") hereby releases the other party and the other party's agents, employees, licensees and invitees (the "released party"), from any and all liability or responsibility to the releasing party or anyone claiming through or under the releasing party by way of subrogation or otherwise for any loss or damage to property caused by fire or any casualty which would ordinarily be covered under a fire and extended coverage or supplementary contract of insurance (whether or not the releasing party has such insurance), even if such fire or other casualty shall have been caused by the fault or negligence of the released party, or anyone for whom such party may be responsible. Such release applies notwithstanding whether the releasing party's policies (if any) shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder except as expressly provided in this Agreement.

ARTICLE 13.
LESSOR 'S USE AND ACCESS TO PREMISES

13.1 Use of Building by the Lessor. As part of the consideration for this Agreement, the Lessor reserves for itself the exclusive use of all portions of the building not specifically identified as Leased Space in **Exhibit A**. The Lessor may use said space for any purpose it deems necessary or appropriate.

13.2 Access to Leased Space by the Lessor. The Lessee shall permit the Lessor and the authorized representatives of the Lessor to enter the Leased Space at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, regulations or requirements of any public authority or of the Lessor's of fire underwriters or any similar body. However, except as expressly provided in this Agreement, nothing in this Agreement shall be construed so as to impose any obligation on the Lessor to make any such repairs, alterations or improvements. The Lessor may, during the progress of any work on the Leased Space,

keep and store upon the Leased Space all necessary materials, tools and equipment. The Lessor shall not, in any event, be liable for any inconvenience, annoyance, disturbance, loss of business or other damage to the Lessee by reason of making repairs or the performance of any work on the Leased Space or on account of bringing materials, supplies and equipment into or to the Leased Space during the course thereof. The obligations of the Lessee under this Agreement shall not thereby be affected in any manner whatsoever. The Lessor agrees, however, in connection with the performance of any such work, to cause as little inconvenience, annoyance, disturbance, loss of business or other damage to the Lessee as may reasonably be possible in the circumstances.

ARTICLE 14.
ASSIGNMENT

14. 1 Assignment or Subletting. The Lessee shall not assign this Agreement or sublet the Premises or any portion of the Premises except as provided in Article 14.2 of the Agreement.

14.2 Assignment. The Lessee shall not assign or sublet any portion of the Leased Space without first obtaining the written consent of the Lessor at least sixty days before the proposed commencement of occupancy by the subtenant. The Lessee shall notify the Lessor of the name of the proposed new subtenant, the amount of space proposed to be occupied by the new subtenant, and the amount of rent proposed to be paid by the new subtenant. Sublease agreements must be for a minimum of two (2) years in length unless the prior written consent of the Lessor is obtained. The Lessor shall at its sole discretion decide whether to grant permission to the Lessee to sublet space and shall not grant permission to sublet to any subtenants whose use of the Premises will not be consistent with all of the terms and conditions of this Agreement most specifically the requirement that the use be for the purposes of carrying out the government program. In the alternative
to venting a sublease the Lessor may elect to exclude from this Agreement the space proposed to be sublet and release the Lessee from its obligations with regard to such space. The Lessor may then lease such space directly to the proposed subtenant upon the termination of any such lease for such space. The Lessee shall have the right of first refusal to lease the space before the Lessor may enter into a lease agreement with a new tenant.

ARTICLE 15.
NO AGENCY

The parties acknowledge that Tenant is an independent contractor and that nothing contained herein shall be construed to make Tenant or its agent or employee's agents or servants of Lessor.

ARTICLE 16.
DEFAULT

16.1 Default; Notice; Remedies. If the Lessee shall vacate or abandon the Premises; shall allow the Premises to be appropriated to or used for any other purpose or use than those set forth in Article 5.1 hereof; or shall allow any liquor gambling or any other immoral practices on the Premises; or if any damage or waste shall be made thereon; or if any term condition or covenant of this Agreement shall be violated by the Lessee; then and in any of' said cases the Lessee shall be in default of this Agreement. If such default is not cured by the Lessee within ten (10) days after mailing of written notice of the conditions of default the Lessee does hereby authorize and fully empower the Lessor to cancel and annul this Agreement and to reenter and take possession of the Premises and by force if necessary and to remove all persons and their property therefrom and to use such force and assistance in effecting and perfecting such removal as the Lessor may deem advisable to recover at once full and exclusive possession of all the Premises, whether in possession of the Lessee or a third person or vacant. The Lessor's failure to give immediate notice of' default or agreement to allow more than ten days to cure a default shall in no way constitute a waiver of any remedy available to the Lessor upon default by the Lessee.

ARTICLE 17.
EMINENT DOMAIN

If the School Property or any portion thereof is taken by any public authority under the power of eminent domain, the term of this Agreement shall cease as of the day possession shall be taken by such public authority. All damages awarded for such taking under the power of eminent domain shall belong to and be the property of' the Lessor irrespective of the basis upon which they are awarded; except that the Lessee shall be entitled to any relocation allowance separately awarded to the Lessee.

ARTICLE 18.
SURRENDER

On the last day of the term of this Agreement or on the sooner termination thereof the Lessee shall peaceably surrender the Premises in good condition and repair consistent with the Lessee' duty to make repairs as provided in Articles 10 and 22 hereof wear and tear and damage by fire and other casualty excepted. On or before the last day of the term of the Agreement or the sooner termination thereof the Lessee shall at its expense remove all of its equipment from the Premises and any property not removed shall be deemed abandoned. The Lessee shall have the right to remove any trade fixtures that the Lessee has installed provided however that the Lessee shall restore the Premises to substantially the same condition as said Premises were in before the removal of said trade fixtures. All alterations and additions other than the Lessee' equipment and trade fixtures which have been made or installed by either the Lessor or the Lessee upon the Premises shall remain as the Lessor's property and shall be surrendered with the Premises as part thereof. If the Premises be not surrendered at the end of the term or sooner termination thereof the Lessee shall indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the Premises including without limitation claims made by any

succeeding the Lessee founded on such delay. The Lessee shall promptly surrender all keys for the Premises to the Lessor.

ARTICLE 19.
ATTORNEYS' FEES

If it is necessary for either party to retain the services of an attorney at law to enforce any of the terms, covenants or provisions of this Agreement or to collect any sums due thereunder, such party shall be entitled to recover from the other party the reasonable cost of such services and related expenses incurred in enforcing the Agreement.

ARTICLE 20
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party with 90 days written notice.

ARTICLE 21
NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail to the addresses of the parties set forth below. Either party hereto may change the address to which notices may be sent by giving written notice of such chance of address to the other party.

As to the Lessor: Independent School District # 709
709 Portia Johnson Drive
Duluth, MN 55811

As to the Lessee: Northwood Children's Services
4000 W. 9th Street
Duluth, MN 55807

ARTICLE 22.
CONDITION OF PROPERTY AT TERMINATION

Upon the termination of this Agreement, whether by lapse of time or otherwise, the Lessee shall return the Premises in as good condition as when the Lessee took possession, excepting only ordinary wear and tear and condemnation, damage or destruction.

ARTICLE 23.
QUIET ENJOYMENT

The Lessor covenants and agrees with the Lessee that, upon the Lessee observing and performing all the terms, covenants and conditions on the Lessee part to be observed and performed under this Agreement, Northwood Children's Services may peaceably and quietly enjoy the Leased Space and all of the Lessee' rights under this Agreement, during the Initial Term or any Additional Term hereof'.

ARTICLE 24.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the parties against whom enforcement of the change, modification, discharge or abandonment is sought.

ARTICLE 25.
HOLDOVER

If the Lessee shall hold over possession of the Premises after expiration of the Initial Term or any Additional Term hereof, the Lessor may, at its election, either treat the Lessee as a trespasser and eject the Lessee therefrom, or recognize the Lessee as a tenant at will or from month to month, but upon all of the conditions and covenants herein contained. However, in no event shall the Lessee's holding over enlarge the Lessee's rights or status beyond those of a month-to-month tenant or tenant at will under the laws of Minnesota.

ARTICLE 26.
DESTRUCTION

In case the whole or any part of the Premises be destroyed or damaged by fire or other cause, whether or not as a result of the Lessee's negligence, then in every such case, if the Premises are not usable for the normal conduct of business, in whole or in part, then this Agreement may be terminated by the election of the Lessor. Upon termination as aforesaid this Agreement and the term thereof shall cease, terminate and expire.

ARTICLE 27.
HEADINGS

The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way limit or add to the terms or provisions hereof.

ARTICLE 28.
SITUS

This Agreement was executed in Duluth, Minnesota, and shall be governed by the Laws of the State of Minnesota.

ARTICLE 29.
BINDING EFFECT

All of the covenants, conditions and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

NORTHWOOD CHILDREN'S SERVICES

Board Chair

President

INDEPENDENT SCHOOL DISTRICT NUMBER 709

6/1/26

Executive Director of Finance & Business Services

LEASE AGREEMENT

This Lease Agreement **("Lease")** is made and entered into effective as of July 1, 2026 and between the INDEPENDENT SCHOOL DISTRICT #709, a public corporation under the laws of Minnesota **("Landlord")** and NORTHWOOD CHILDREN'S SERVICES, a Minnesota non-profit corporation **("Tenant").**

RECITALS

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

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

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

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

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

AGREEMENT

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

DATA SHEET

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

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

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

5. Room 116D
6. Room 116F
7. Room 118
8. Room 119
9. Room 123
10. Room 123A
11. Room 123B
12. Room 123C
13. Room 123D
14. Room 123E
15. Room 123F
16. Room 123G
17. Room 123H
18. Room 124
19. Room 125
20. Room 127

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

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

3. **Term.** The Term of this Lease shall be three (3) years commencing on July 1, 2026 and ending on June 30, 2029.

4. **Rental Rate.** Annual rent is $30,158.52 and is due in monthly installments on the first day of each month in the amount of $2,513.21 each; the foregoing rental rate is inclusive of all utilities - heating, electrical service, water and garbage - and was calculated upon a rate of $9.02 per square foot and an agreed upon square footage of 3,345 square feet.

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

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

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

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

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

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

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

LANDLORD:

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

By: Simone Zurich

Name: Simone Zurich

Title: Exec. Dir. Finance & Operations

6/4/26

TENANT:

NORTHWOODCHILDREN'S SERVICES,
a Minnesota non-profit corporation

By: [signature]

Name: Kristi W Schulte

Title: Board Chair

By: [signature]

Name: Larry M. Pajari

Title: CEO

Lease Agreement

GENERAL TERMS

1.0 LEASED PREMISES & TERMS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. UTILITIES:

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

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

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

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

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

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

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

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

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

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

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

Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. Such notice shall state Landlord's intention to te1minate this Lease not less than thirty (30) days after Tenant's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Landlord shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenantable in the proportion that the untenantable portion of the Leased Premises bears to the entire Leased Premises. The Landlord shall not be responsible to the Tenant for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Tenant in, on or about the Leased Premises regardless of the cause of the damage or destruction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. MISCELLANEOUS:

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

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

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

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

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

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

f. Time is of the essence.

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

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

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

Schedule 2

If none are listed, then "none".



First Floor Plan

Rockridge Academy

Grant Applications

May 2026

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
MN Vison Health (SEVA Foundation)	Ira Teng	Duluth Preschool	$20,000.00	Access to vision exams focus on Native Americans and getting glasses

Change Orders Signed
May 2026

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Contractor Name	Contract Source	Description
Wescom	Facilities	Lighting Fixture Changes at Lowell Elementary School (+$8,072.30)
Wolf River Electric	Facilities	Extra Exit Lights at Lincoln Park Middle School (+$627.00)
Wolf River Electric	Facilities	VAV Connections at Lincoln Park Middle School (+$20,877.95

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

CCO #002

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LowES - Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement
2000 Rice Lake Road
Duluth, Minnesota 55811

Contract Change Order #002: Wescom CO 002

CONTRACT COMPANY:	**Wescom, Inc.** 5137 Jean Duluth Road Duluth, Minnesota 55803	**CONTRACT FOR:**	SC-S25052-LowES-001:WS 01 Electrical
DATE CREATED:	4/16/2026	**CREATED BY:**	Jacob Majerle **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Existing Condition
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$8,072.30

DESCRIPTION:
CE #003 - RFIs #1-3 Lighting Fixture Changes
See the attached RFI log below for approval to order materials for lighting fixture changes regarding RFIs 1,2 and 3.

ATTACHMENTS:
CE #003 - RFIs #1-3 Lighting Fixture Changes.pdf

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Electrical	RFIs #1-3 Lighting Fixture Changes	Other	$ 8,072.30
			Subtotal:	$8,072.30
			Grand Total:	**$8,072.30**

The original (Contract Sum)	$ 538,194.00
Net change by previously authorized Change Orders	$ 6,260.75
The contract sum prior to this Change Order was	$ 544,454.75
The contract sum would be changed by this Change Order in the amount of	$ 8,072.30
The new contract sum including this Change Order will be	$ 552,527.05
The contract time will not be changed by this Change Order by	

DS
BB

Wescom, Inc.
5137 Jean Duluth Road
Duluth Minnesota 55803
Signed by:
Troy Lipe 4/21/2026
12FEE1B24288465...
SIGNATURE **DATE**

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413
Signed by:
Mark Needham 4/21/2026
F3AE82ABF616492...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 4/22/2026
[illegible]FEB545E...
SIGNATURE **DATE**

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

RFQ #003

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LowES - Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement
2000 Rice Lake Road
Duluth, Minnesota 55811

CE #003 - RFIs #1-3 Lighting Fixture Changes

CREATED BY:	Jacob Majerle	**CREATED DATE:**	4/3/2026
STATUS:	Pending Final Approval	**POTENTIAL CHANGE ORDER:**	#002: CCO #02 - RFIs #1-3 Lighting Fixture Changes
ASSIGNEE:	Troy Lipe **(Wescom, Inc.)**		
DISTRIBUTION:	Troy Lipe **(Wescom, Inc.)**		

SCOPE DESCRIPTION:
RFIs #1-3 Lighting Ficture Changes

REQUEST DETAILS:
CE #003 - RFIs #1-3 Lighting Fixture Changes
See the attached RFI log below for approval to order materials for lighting fixture changes regarding RFIs 1,2 and 3.

Please break out each RFI cost separately, including labor to install and material costs. As discussed in the weekly meetings, labor is to be broken down with labor rates, crew size, and duration to complete the work. Material costs are to be backed up with quotes.

ATTACHMENTS:
Lowell RFI 1-3 List.pdf

RESPONSES

Date	Response By	Quote Amount	Schedule Impact	Comments	Attachments/Details
04/09/2026	Troy Lipe	$8,072.30	0 days		S010119284-0001_27379SUMO.pdf, S010135450-0001_2746D1R.pdf, S010119093-0001_31631x4.pdf, CE #003.pdf
04/09/2026	Jacob Majerle	$	days	See the marked-up document for changes we had discussed on the phone, including adding the hourly unit rate, quantity changes to the D1R fixtures, and deletion of the substitute shower fixture.	CE-#003 - Lowell.pdf
04/09/2026	Troy Lipe	$8,072.30	days		S010119284-0001_27379SUMO.pdf, S010135450-0001_5361.pdf, S010119284-0001_7578.pdf, CE #003.pdf
04/16/2026	Jacob Majerle	$	days		
04/16/2026	Jacob Majerle	$	days	Pricing approved by Design Tree via email.	

CHANGE ORDER COMPONENTS

CCO: #002: CCO #02 - RFIs #1-3 Lighting Fixture Changes

NEGOTIATED AMOUNT:

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

CHANGE ORDER

WESCOM
ENERGIZING AMERICA

CE #003 4/9/2026

CLIENT	ICS	**PROJECT:**	Lowell Lighting Replacement
ATTN	Jacob Majerle	**PROJECT #**	SC-S25052-LowES-001
SITE	Lowell Elementary School		
		SCHEDULE IMPACT:	None

CHANGE OF SCOPE | DESCRIPTION

Change order requested by: Jacob Majerle

Fixture changes as per RFI's #1, 2 and 3
#1 - Provide and install (8) 17.4" Beghelli fixtures in place of (8) X4 fixtures at vestibules V07 and V08.
#2 - Provide and install (29) 8" Lithonia LDN8RV in place of the specified D1R fixtures at corridor C01 (near bathrooms), stage 166, media center 117 and office 117.
#3 - Provide and install (4) 8" surface mounted, low profile SUMO fixtures at shower 146B and 150B.

Itemized Cost	Description	Total
Lump Sum Labor	Additional PM and foreman labor - Investigating options for as per Change of Scope/Description. Total 8hrs @ $112 per hr.	$ 896.00
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -

Material Description	Unit Cost	Quantity	Material Cost	Markup	Total Material
			$ -	10%	$ -
#1 - Fixture, $230.00 plus 8.9% tax	$ 250.47	8	$ 2,003.76	10%	$ 2,204.14
#2 - Fixture, $139.99 plus 8.9% tax	$ 152.31	29	$ 4,416.99	10%	$ 4,858.69
#3 - Fixture, $23.70 plus 8.9% tax	$ 25.79	4	$ 103.16	10%	$ 113.48
			$ -	10%	$ -
			$ -	10%	$ -
			$ -	10%	$ -
			$ -	10%	$ -
			$ -	10%	$ -
			$ -	10%	$ -

MATERIAL SUBTOTAL	$7,176.30
LABOR AND EQUIPMENT	$896.00
TOTAL PO COST	**$8,072.30**
ORIGINAL PO AMOUNT	$0.00
APPROVED CO AMOUNT	$0.00

Price does not include applicable taxes

PREPARED BY **Troy Lipe**
Project Manager
0

Energizing America
wescominc.com | info@wescominc.com | 218-724-1322

ISO 9001:2015

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/20/26	S010119093
PAGE NO.	
1 of 2	

VIKING ELECTRIC - VDUL
15 S 38TH AVE WEST
DULUTH,MN 55807
218-336-1333 ***Fax*** **218-624-0209**

Joe.Fosle@vikingelectric.com

QUOTE TO:
WESCOM, INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803
218-724-1322

SHIP TO:
WESCOM INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803-9752
218-724-1322

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
27255	Lowell Elementary X4 A		Troy Lipe

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 03/31/26

ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
8ea	99999900219	^BEGHELLI BS400LED-HT-LO-WT40-120-277V Item is subject to NS return policy	230.000	e	1840.00

TERMS & CONDITIONS **TAXES NOT INCLUDED**

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.vikingelectric.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

Subtotal	**1840.00**
S&H CHGS	**0.00**
Amount Due	**1840.00**

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/20/26	S010119093
PAGE NO.	
2 of 2	

VIKING ELECTRIC - VDUL
15 S 38TH AVE WEST
DULUTH,MN 55807
218-336-1333 *Fax* 218-624-0209

Joe.Fosle@vikingelectric.com

QUOTE TO:
WESCOM, INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803
218-724-1322

SHIP TO:
WESCOM INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803-9752
218-724-1322

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
27255	Lowell Elementary X4 A		Troy Lipe

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 03/31/26

Terms and Conditions of Sale for Quotes
A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
E. Seller is not responsible for the design of the project or any goods supplied.
F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/26/26	S010135450
PAGE NO.	
1 of 2	

VIKING ELECTRIC - VDUL
15 S 38TH AVE WEST
DULUTH,MN 55807
218-336-1333 ***Fax*** **218-624-0209**

Joe.Fosle@vikingelectric.com

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5137 JEAN DULUTH ROAD
DULUTH, MN 55803
218-724-1322

SHIP TO:
WESCOM INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803-9752
218-724-1322

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
27255	Lowell Elementary 8" C		Troy Lipe

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 03/25/26

ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
29ea	99999901022	^LITH LDN8RV 40/10 LR8AR LSS MVOLT GZ10 Item is subject to NS return policy SUBJECT TO CONTRACTOR APPROVAL. ESD CURRENTLY SHOWING 27 WORKING DAYS TO SHIP ARO.	139.990	e	4059.71

TERMS & CONDITIONS **TAXES NOT INCLUDED**

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.vikingelectric.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

Subtotal	**4059.71**
S&H CHGS	**0.00**
Amount Due	**4059.71**

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/26/26	S010135450
PAGE NO.	
2 of 2	

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CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
27255	Lowell Elementary 8" C		Troy Lipe

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 03/25/26

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F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
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Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/20/26	S010119284
PAGE NO.	
1 of 2	

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5137 JEAN DULUTH ROAD
DULUTH, MN 55803-9752
218-724-1322

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
27255	Lowell Elementary 8in		Troy Lipe

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 04/19/26

ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
4ea	19255202886	RAB SUMO-R-9 18W LIGHT FX Item is subject to NS return policy	23.700	e	94.80

TERMS & CONDITIONS **TAXES NOT INCLUDED**

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.vikingelectric.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

Subtotal	**94.80**
S&H CHGS	**0.00**
Amount Due	**94.80**

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/20/26	S010119284
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27255	Lowell Elementary 8in		Troy Lipe

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JOE FOSLE	DUL-100A	No	11:59pm CT 04/19/26

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Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

ICS

Printed on Thu Apr 2, 2026 at 01:36 pm CDT

Job #: S25052-LowES Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement
2000 Rice Lake Road
Duluth, Minnesota 55811

RFI LOG

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private
3	0	Shower Light Fixtures	Closed		None	03/20/2026	Troy Lipe	Wedan, Walter (De...		03/23/2026	03/26/26							Mark Needham (ICS - Minneapolis, MN), Brian Wilson (ICS - Park Rapids, MN), Jacob Majerle (ICS - Duluth, MN)	No

Q: Troy Lipe Sent Fri Mar 20, 2026 at 01:16 pm CDT
Issue:
In shower rooms 146B and 150B the plans call for a D1 fixture that won't work, as above the ceiling it's not accessible.

Suggestion:
Install surface mount 8" low profile LED disc fixture. See attached.
SUMO-R-9_spec_sheet (1).pdf
DISK34-8_spec_sheet.pdf

A: Walter Wedan (Design Tree Engineering Land Surveying) Responded Tue Mar 24, 2026 at 03:45 pm CDT
In shower rooms 146B and 150B, provide ***SUMO*** fixture: 1675 lumen, 4000K.

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private
2	0	Fixture D1R	Closed		None	03/20/2026	Troy Lipe	Wedan, Walter (De...		03/23/2026	04/02/26							Mark Needham (ICS - Minneapolis, MN), Brian Wilson (ICS - Park Rapids, MN), Jacob Majerle (ICS - Duluth, MN)	No

Q: Troy Lipe Sent Fri Mar 20, 2026 at 10:07 am CDT
There are (9) D1R fixtures in the Media Center (117) and (5) in Area D near the girls and boys bathrooms that will not work as the openings are too large.

The D1R fixture trim ring measures 8" and the existing opening is approx 8 1/16" and doesn't quite cover.

We need to find a fixture that will cover or we get replacement LED Lamps, the as the trims are of a newer type and look to be in very good condition

A: Walter Wedan (Design Tree Engineering Land Surveying) Responded Thu Apr 2, 2026 at 01:27 pm CDT
LDNRV fixture from Viking is approved.

A: Troy Lipe (Wescom, Inc.) Responded Thu Mar 26, 2026 at 10:00 am CDT
Here's the fixture that Viking came back with
ldnrv.pdf

A: Walter Wedan (Design Tree Engineering Land Surveying) Responded Tue Mar 24, 2026 at 03:00 pm CDT
In these 9 locations, in lieu of type 'D1R' provide similar fixture at 8" size: Lithonia LDN8RV or approved equal.
1,000 lumen, 4000k, white trim, semi-specular finish.

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private
1	0	Fixture X4 Replacement	Closed		None	03/20/2026	Jacob Majerle	Wedan, Walter (De...		03/25/2026	03/26/26							Mark Needham (ICS - Minneapolis, MN), Troy Lipe (Wescom, Inc.)	No

Q: Jacob Majerle Sent Fri Mar 20, 2026 at 07:13 am CDT
Walter,
This RFI is for the can light sizing in area E near vestibule V08. There is a 14" existing hole with the replacement fixtures being 12". Attached is a 14" fixture Troy has found to install in these areas. What are your thoughts on this product?
bs400-spec X4 Fixture.pdf

A: Walter Wedan (Design Tree Engineering Land Surveying) Responded Thu Mar 26, 2026 at 01:13 pm CDT
I approve of this fixture.

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

ICS

A LEGENCE Company

Printed on Thu Apr 2, 2026 at 01:36 pm CDT

Job #: S25052-LowES Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement
2000 Rice Lake Road
Duluth, Minnesota 55811

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private

2981

Docusign Envelope ID: F276C8FD-3EA0-8F7F-8280-8F5938CEDC92

CCO #002

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LincPkMS - Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, Minnesota 55806

Contract Change Order #002: Wolf River CO 02

CONTRACT COMPANY:	**Wolf River Electric Company** 101 Isanti Parkway Northeast, Suite G Isanti, Minnesota 55040	**CONTRACT FOR:**	SC-S25065-001:WS 01 - Electrical
DATE CREATED:	4/21/2026	**CREATED BY:**	Jacob Majerle **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Existing Condition
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$627.00

DESCRIPTION:
CE #005 - Additional Exit Signage
This Change Event will reconcile Wolf River having to order 6 extra exit lights that were not reflected on the drawings. These have been installed with their current stock onsite and need to be replaced.

ATTACHMENTS:
CE #005 - Additional Exit Signage.pdf

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Wolf River Electric	6 Extra Exit Lights	Other	$ 627.00
			Subtotal:	$627.00
			Grand Total:	**$627.00**

The original (Contract Sum)	$ 948,615.00
Net change by previously authorized Change Orders	$ 5,957.70
The contract sum prior to this Change Order was	$ 954,572.70
The contract sum would be changed by this Change Order in the amount of	$ 627.00
The new contract sum including this Change Order will be	$ 955,199.70
The contract time will not be changed by this Change Order by	

DS
BB

Wolf River Electric Company
101 Isanti Parkway Northeast, Suite G
Isanti Minnesota 55040
Signed by: Fatima Dzaferovic 4/21/2026
SIGNATURE 04314F0... DATE

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413
Signed by: Mark Needham 4/21/2026
SIGNATURE 616492... DATE

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Zunich 4/22/2026
SIGNATURE FEB545E... DATE

Docusign Envelope ID: F276C8FD-3EA0-8F7F-8280-8F5938CEDC92

RFQ #005

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LincPkMS - Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, Minnesota 55806

CE #005 - Additional Exit Signage

CREATED BY:	Jacob Majerle	**CREATED DATE:**	4/16/2026
STATUS:	Pending Final Approval	**POTENTIAL CHANGE ORDER:**	#002: CCO #002 - Missed Exit Signage On The Drawings
ASSIGNEE:	Fatima Dzaferovic **(Wolf River Electric Company)**		
DISTRIBUTION:	Fatima Dzaferovic **(Wolf River Electric Company)**		

SCOPE DESCRIPTION:
6 Extra Exit Lights

REQUEST DETAILS:
CE #005 - Additional Exit Signage
This Change Event will reconcile Wolf River having to order 6 extra exit lights that were not reflected on the drawings. These have been installed with their current stock onsite and need to be replaced.

ATTACHMENTS:

RESPONSES

Date	Response By	Quote Amount	Schedule Impact	Comments	Attachments/Details
04/20/2026	Fatima Dzaferovic	$598.50	1 day		STACK-PR3 Lincoln Park MS - Summary (1).pdf, Change Order - Quotation_job-165363_04-20-26-11-03_49748 (1).pdf
04/21/2026	Jacob Majerle	$	days		CE #005 - Lincoln Park.pdf
04/21/2026	Jacob Majerle	$	days		
04/21/2026	Jacob Majerle	$	days		
04/21/2026	Jacob Majerle	$	days	ICS changed the OH&P pricing to match the general conditions.	CE #005 - Lincoln Park.pdf
04/21/2026	Jacob Majerle	$627.00	days		
04/21/2026	Jacob Majerle	$	days		

CHANGE ORDER COMPONENTS

CCO: #002: CCO #002 - Missed Exit Signage On The Drawings

NEGOTIATED AMOUNT:

Docusign Envelope ID: F276C8FD-3EA0-8F7F-8280-8F5938CEDC92

~~PR3~~ Lincoln Park MS

CE #005

April 20th, 2026

Subtotals	
Material- 6 exit signs @ $30 ea	$180.00
Labor- 1/hr per sign @ $65/hr	$390.00
O&P- ~~5%~~ ← 10% Per General Conditions	~~$28.50~~ $57.00
Proposal Total	~~$598.50~~ $627.00

Attachments

Attachment 1: Line Item Details

Attachment 2: Change Order Quote

Docusign Envelope ID: F276C8FD-3EA0-8F7F-8280-8F5938CEDC92

VIKING electric
A Sonepar Company

Change Order - Quotation

TO:
WOLF RIVER ELECTRIC ISANTI
Attn:Milek Kivi
100 ISANTI PKWY NE
ISANTI, MN 55040-7521

Project: Lincoln Park Middle School
Date: 04/20/26
PO #: 000031
Change #: 9
Freight in Exempt : No

Previous Value:	**255,553.00**
Total Change:	**180.00**
New Value:	**255,733.00**

Change Type	Quantity	Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
✓ E	6	**CPL APX7RG WH EXIT NI-CAD FIELD** SEL RED OR GRN		30.000/ea	180.00	180.00

Prev Qty	Change Qty	New Qty
0	6	6

** New Item **

This is your change order confirmation, please review for accuracy.

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Total	**180.00**

From:
VIKING ELECTRIC - VCOR
PROJECT SALES 612-627-1234
451 INDUSTRIAL BLVD NE
MINNEAPOLIS, MN 55413-2938
Printed By: ALISSA HEINS

4/20/2026 11:03:47 AM

Authorizing Name: ALISSA HEINS

File Number: 165363

E Adder

These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature:_____ 986

Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

CCO #003

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LincPkMS - Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, Minnesota 55806

Contract Change Order #003: Wolf RIver CO 03

CONTRACT COMPANY:	**Wolf River Electric Company** 101 Isanti Parkway Northeast, Suite G Isanti, Minnesota 55040	**CONTRACT FOR:**	SC-S25065-001:WS 01 - Electrical
DATE CREATED:	5/27/2026	**CREATED BY:**	Jacob Majerle **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Existing Condition
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$20,877.95

DESCRIPTION:
CE #006 - VAV Electrical Connections
This change event will reconcile the work for connecting the existing VAVs throughout the school to the controls.

ATTACHMENTS:
Lincoln Park VAV CO 2.0.pdf

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Wolf River Electric	VAV Connections	Other	$ 20,877.95
			Subtotal:	$20,877.95
			Grand Total:	**$20,877.95**

The original (Contract Sum)	$ 948,615.00
Net change by previously authorized Change Orders	$ 6,584.70
The contract sum prior to this Change Order was	$ 955,199.70
The contract sum would be changed by this Change Order in the amount of	$ 20,877.95
The new contract sum including this Change Order will be	$ 976,077.65
The contract time will not be changed by this Change Order by	

Wolf River Electric Company
101 Isanti Parkway Northeast, Suite G
Isanti Minnesota 55040

SIGNATURE **DATE**

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413

Signed by:
Mark Needham 6/1/2026
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

SIGNATURE **DATE**

Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

Lincoln Park Middle School, Duluth MN

Wolf River Electric
100 Isanti Pkwy, Isanti, MN 55040

Date : **5/21/26**

PCO #: **CO#2**

Project Manager: Fatima

PR/SI #

COST SUMMARY

Description		Cost	Notes/Attachments
Labor Total	$	14,280.00	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	$	3,152.00	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	$	1,547.96	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	**$**	**18,979.96**	
10% Overhead and Profit	$	1,897.99	
Self Performed Total	**$**	**20,877.95**	
Subcontractors	$	-	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	$	-	(5% is the max allowed on subcontractors)
Subcontractor Total	**$**	**-**	
TOTAL COST OF CHANGE	**$**	**20,877.95**	

Signature: _____

Contractor acknowledges no other Costs assciated with this PCO.

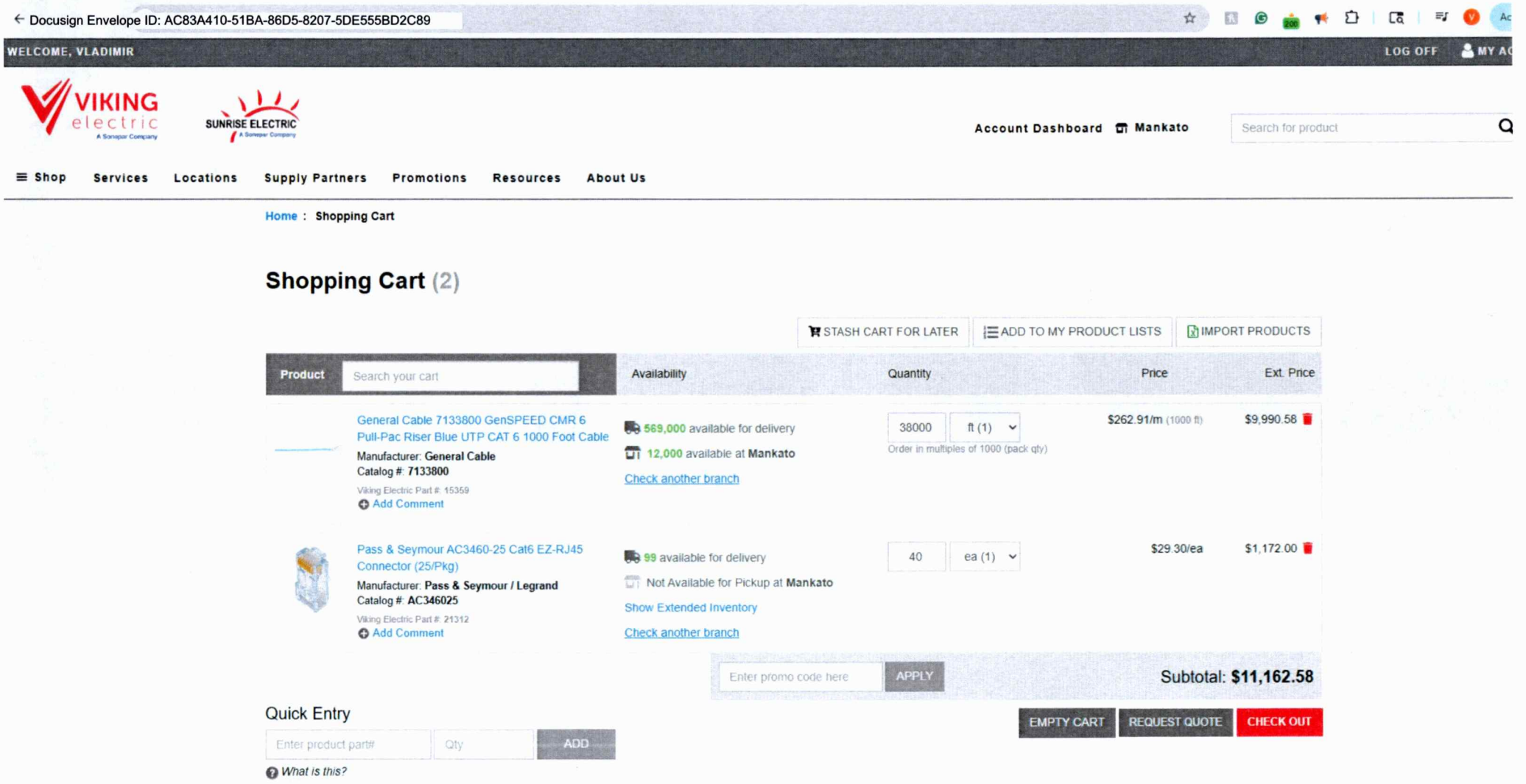
PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost	
VAV Controls	68		$ 210.00	$ 14,280.00	.75 hours for 2 guys per unit
				$ -	
				$ -	
				$ -	
Sub-Total				**$ 14,280.00**	

Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost	
Cat 6	10200		0.26	$ 2,652.00	Totals for all rooms
				$ -	
Misc fittings, tie wraps, ect	250		2	$ 500.00	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
Sub-Total				**$ 3,152.00**	

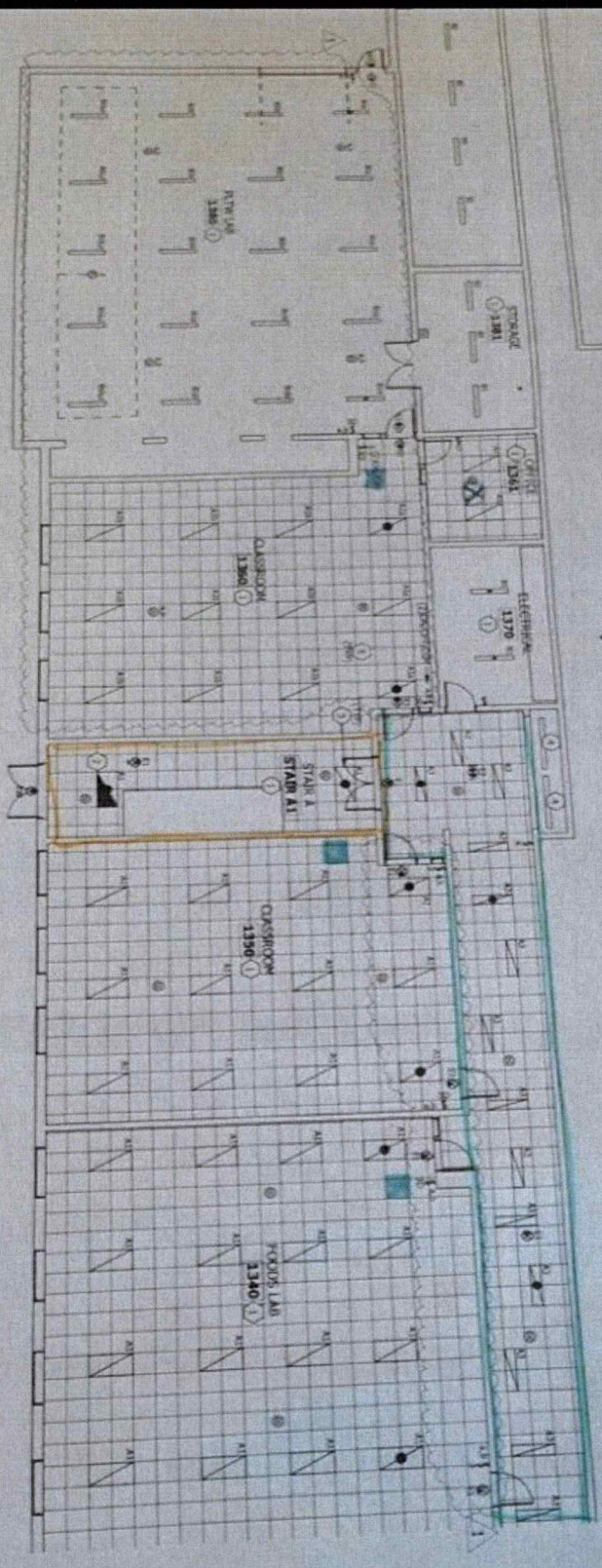
Sub-Contractor Proposals	Description of Work	Total Cost
		$ -
		$ -
		$ -
		$ -
Sub-Total	*(Attach Sub-Contractor Proposals)*	**$ -**

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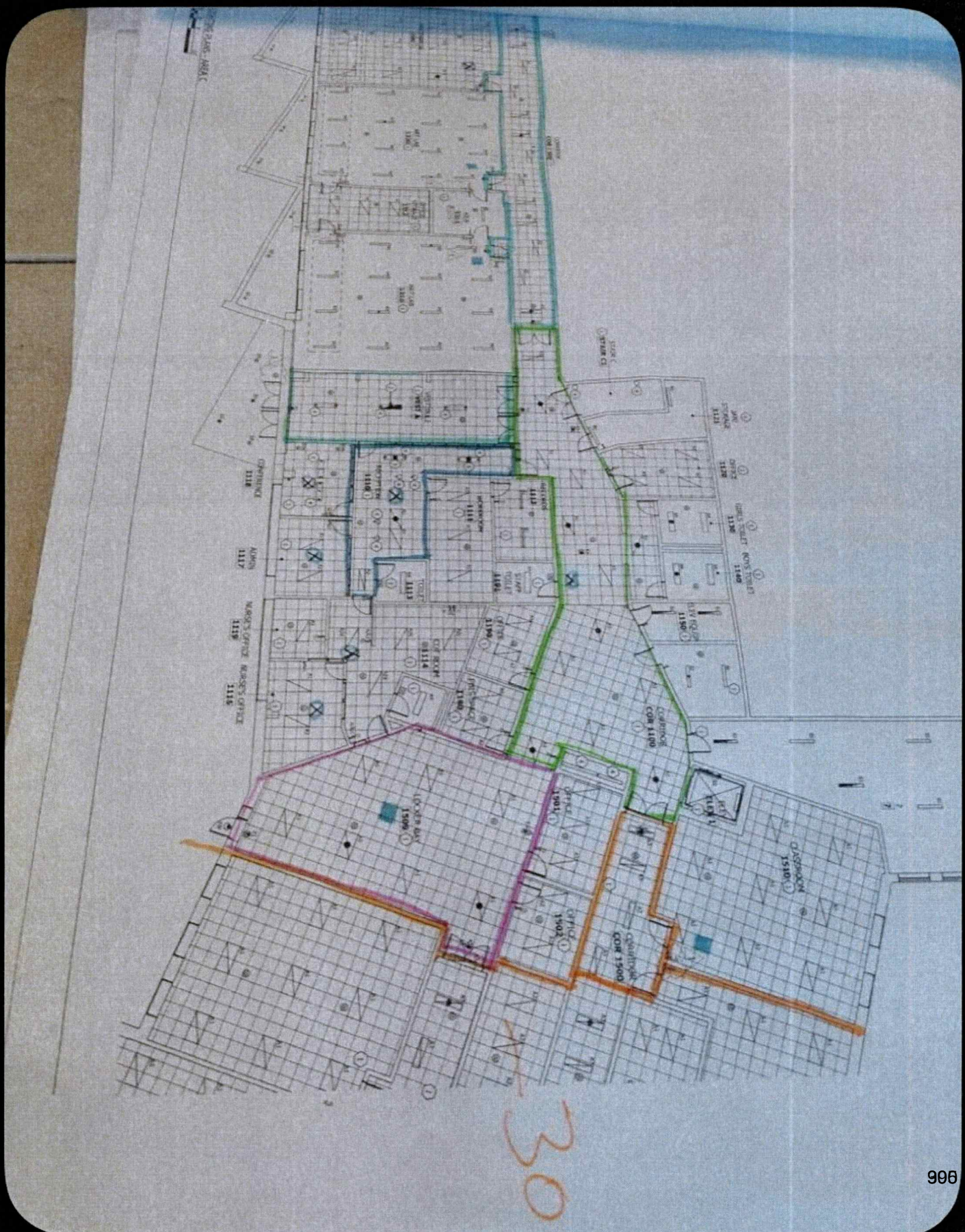
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301C

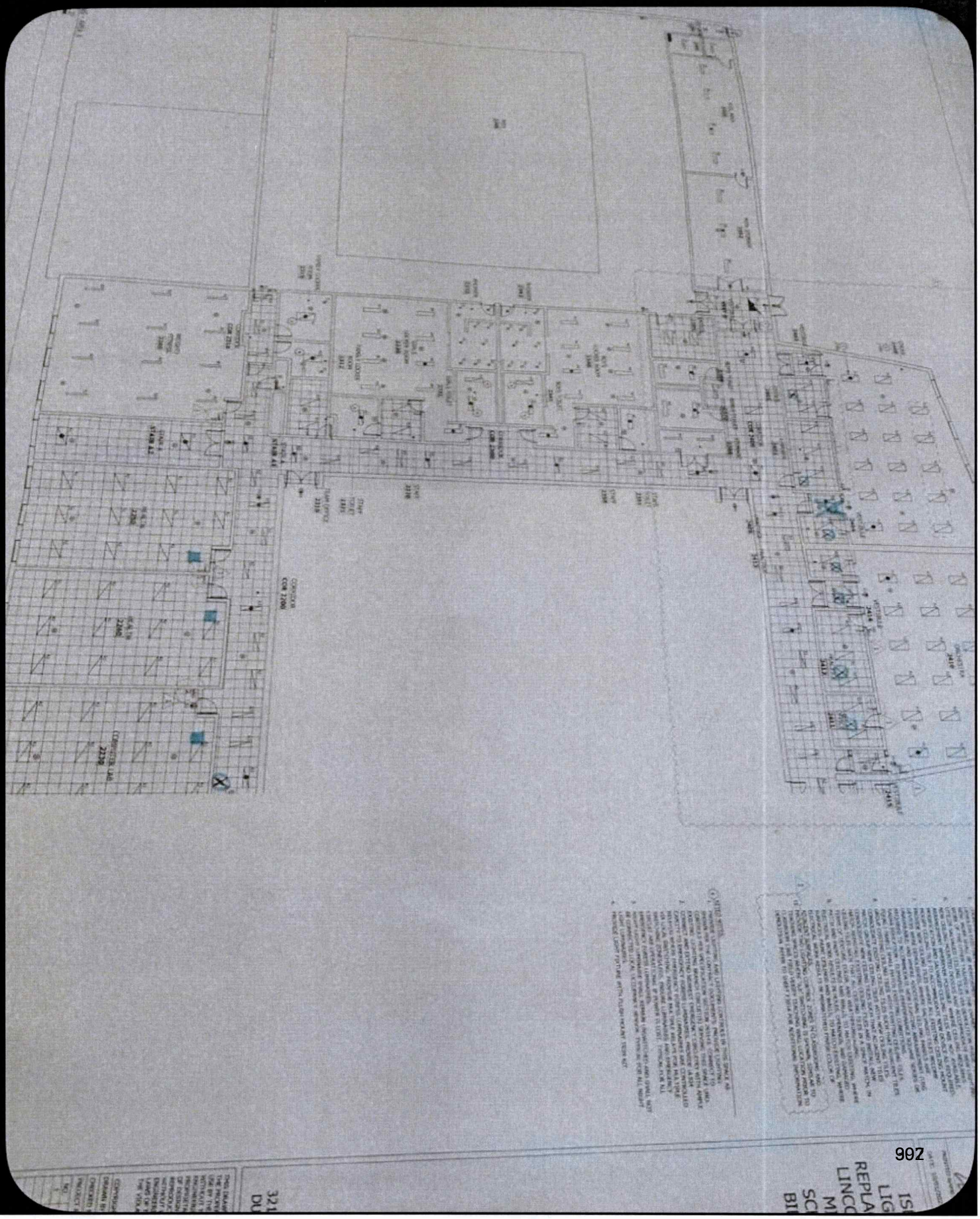


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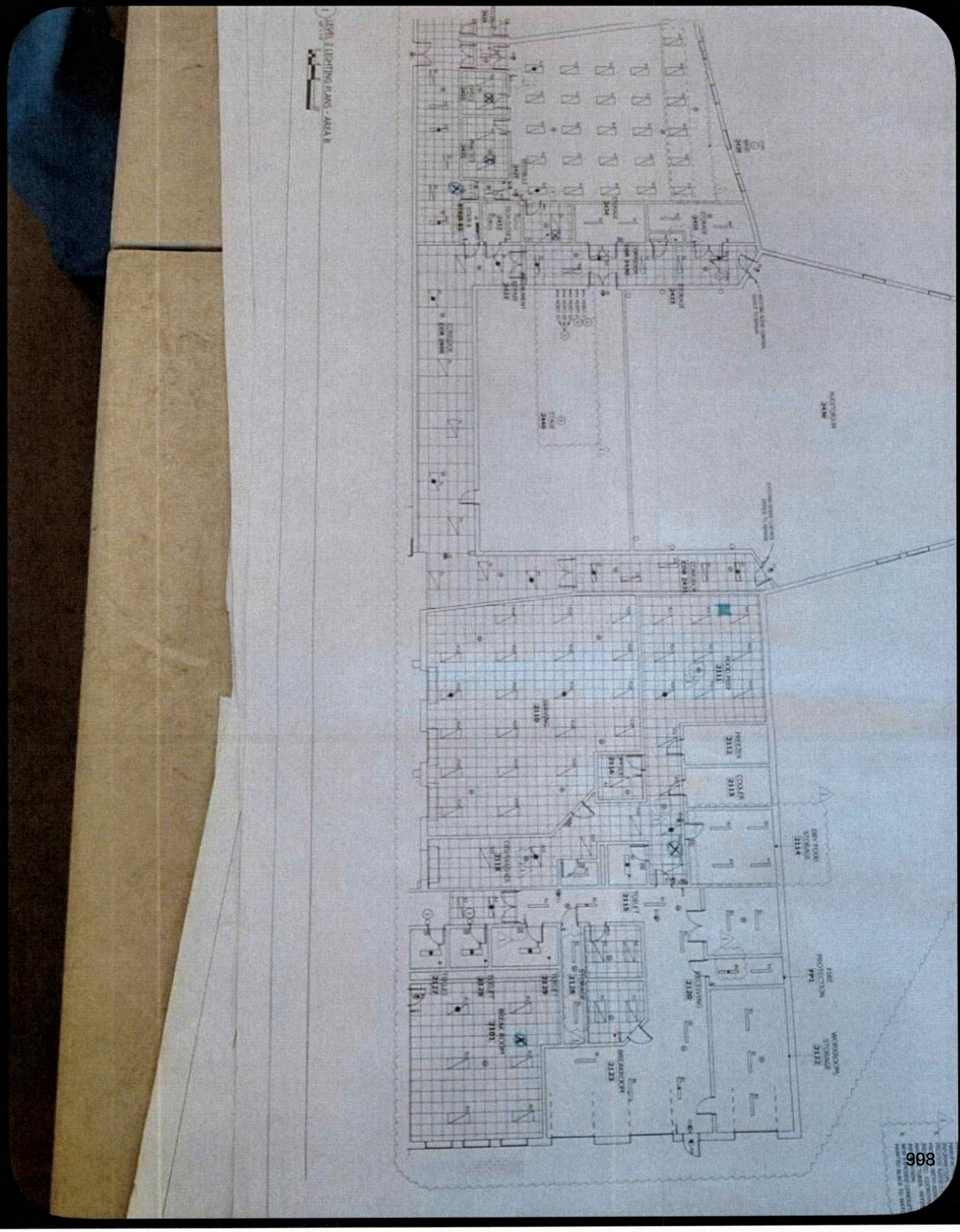
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302A



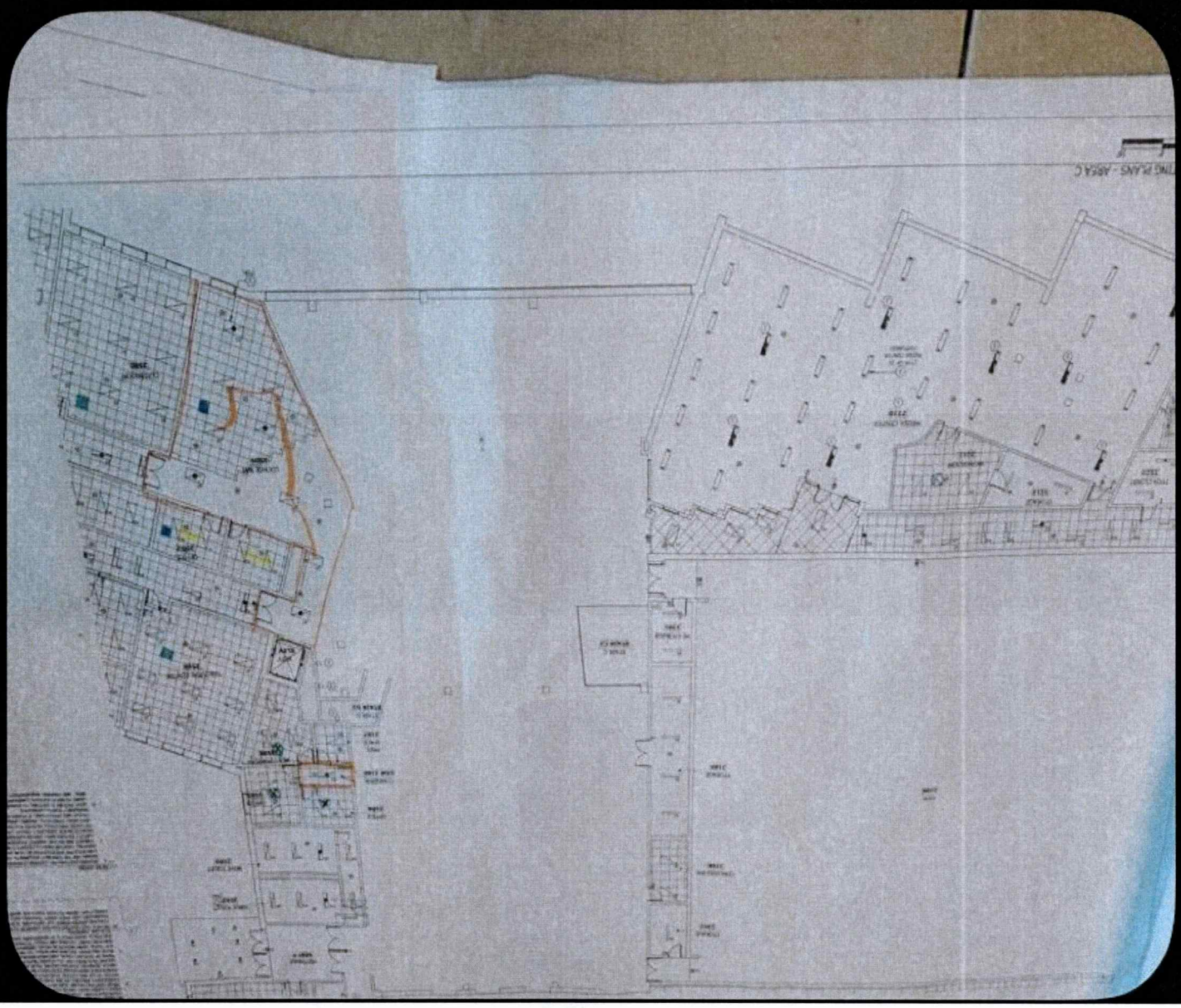
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302B



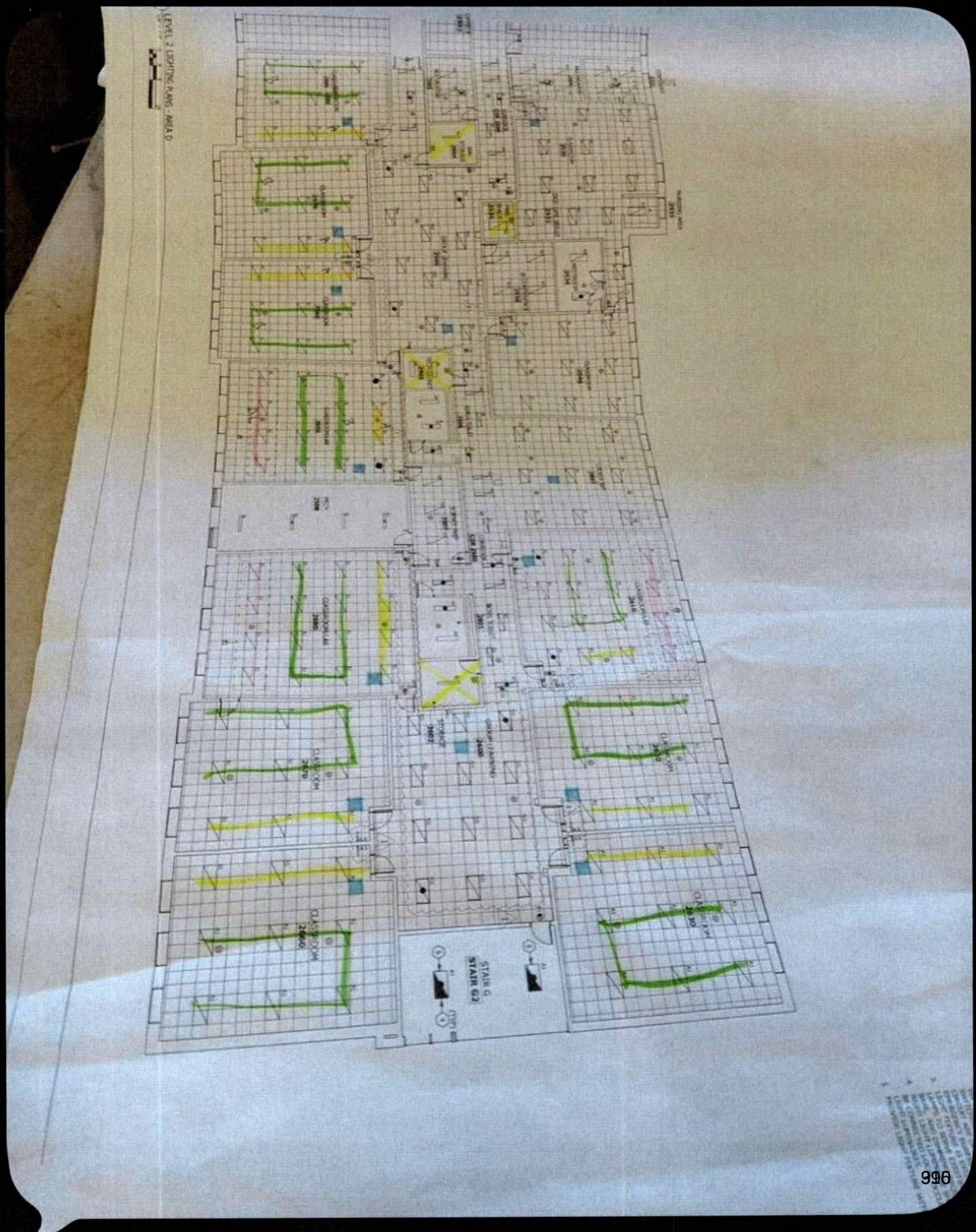
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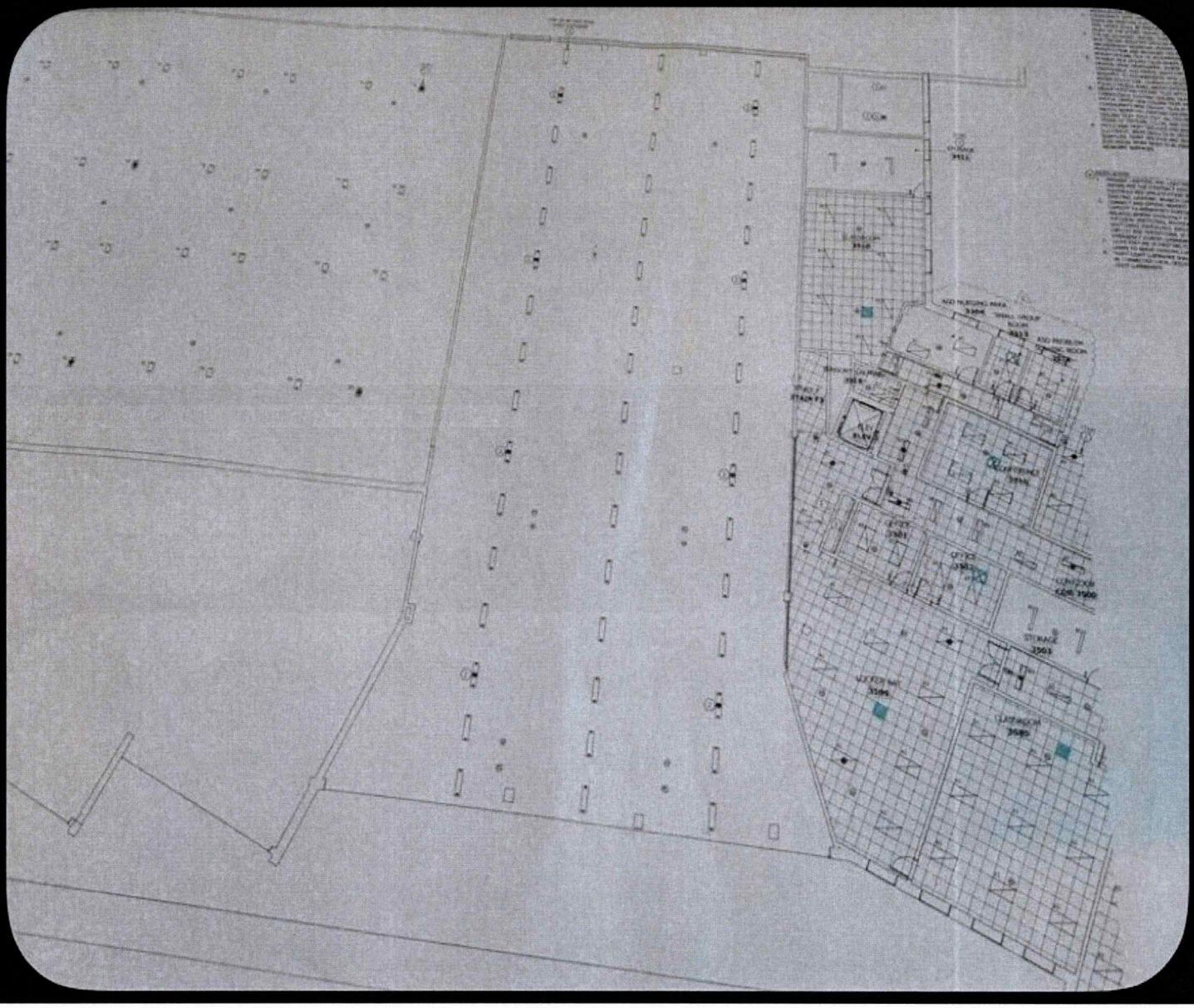
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