Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, October 20, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition** **2**
6. **Report of the Superintendent**
   - A. Reports from Student School Board Representatives
   - B. Superintendent's Report 3
   - C. Schedule of Meetings and Events 26
7. **Report of Standing Committees**
   - A. Committee of the Whole
     - 1) Monthly Committee of the Whole *(October 6, 2026)* 27
   - B. Human Resources/Business Services Committee *(October 12, 2026)* 94
   - C. Policy Committee *(October 1, 2026)* 292
8. **General Board Committee Updates**
9. **Consent Agenda** **329**
10. **Resolutions from Committee Reports**
    - A. B-10-26-4186 - Acceptance of Donations to Duluth Public Schools 717
    - B. B-10-26-4187 - Acceptance of Grant Awards to Duluth Public Schools 719
11. **Special Resolutions and Action Items**
    - A. E-10-26-4188 Resolution of Governing Board Supporting FORM A Application to Minnesota State High School League Foundation 720
    - B. E-10-26-4189 Resolution of School Board/Governing Board Supporting FORM B Application to Minnesota State High School League Foundation 721
12. **Questions / Other**
13. **Adjournment**

Dear School Board members,

Tonight, I am deeply honored to recognize an outstanding educator from Ordean East Middle School, Tiffanie Ellis! Tiffanie has been named the Minnesota Society of Health and Physical Educators (MNSHAPE) 2026 Middle School Physical Education Teacher of the Year!

This prestigious award honors a Minnesota educator who demonstrates extraordinary service, leadership, and dedication in middle school physical education.

To earn this recognition, nominees must possess a strong background of professional excellence, including a minimum of five years of dedicated physical education teaching experience, full-time commitment, and specialized certification.

Tiffanie exemplifies all of these qualities and more! Her passion for promoting lifelong wellness, engaging students in healthy, active lifestyles, and fostering an inclusive physical education environment makes her immensely deserving of this State honor.

Please join me in extending our warmest congratulations to Tiffanie Ellis on this well-deserved achievement and thanking her for representing Duluth Public Schools!

www.ISD709.org

Duluth
Public Schools

Every Student. Every Day.

Superintendent's Report

October 20, 2026

OUR MISSION

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

OUR VISION

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

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

Excellence



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

Equity



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

Collaboration



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

Belonging



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

Topics

- 2026 Student Representative Reports
  - Osiris Garcia Henderson- ALC
  - Tamia Bowles - Denfeld
  - Kalina Mattila - East
- Referendum
- Budget Reductions Next Steps
- Demographics and Capacity Study
- Legislative Platform
- Other

Student Representative Reports

Referendum Update

Operating Levy Referendum

Vote on or before Nov. 3



The Plan

Protect Student Learning; Prepare for the Future

The Duluth Public Schools Board **unanimously approved** a referendum for the Nov. 3, 2026 ballot.

The board came to the realization that **cuts alone cannot solve the larger structural problem**.

The district is asking taxpayers to consider a revenue increase to protect **student learning and prepare Duluth schools for the future**.

LIFT UP LEARNING
PROTECT STUDENT LEARNING
PREPARE FOR THE FUTURE

2 Operating Levy Questions

Question 1 - Step Up Levy

- $3.9 million in 2027
- $8.3 million in years 2-10
- Tax impact: $8/month on a $300,000 home

Question 2 - Additional Levy

- $3.4 million per year for ten years
- $7/month on a $300,000 home



➢ Question 2 is contingent on voter approval of Question 1.
➢ Both levies would increase at the rate of inflation each year.

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Duluth Public Schools
Every Student. Every Day.

LIFT UP LEARNING
PROTECT STUDENT LEARNING
PREPARE FOR THE FUTURE

Information Sharing Efforts

- We have held nearly 80 informational sessions for staff, families, community members and students, including four in-person and virtual town hall meetings.
- We have tabled at many other events, such as open houses and conference nights.
- Our website has extensive amounts of information, including a robust frequently asked questions section and tax calculator.
- We have shared numerous posts on social media

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

LIFT UP LEARNING
PROTECT STUDENT LEARNING
PREPARE FOR THE FUTURE

Play videos




STAAL


STOP


Duluth

Budget Reduction Next Steps

Budget Reduction Next Steps

There are really three different budget reduction scenarios, depending on what happens with our referendum questions:

- Scenario 1: Both questions pass - We will still need to reduce by approximately $5M for FY28. We would attempt to reduce in areas that have less systemic impact as we would begin to limited restoration the following year, but we also need to consider our fund balance.
- Scenario 2: Question 1 passes but question 2 fails - We would need to reduce by $5M but the reductions would need to have more significant ongoing impact on our structural deficit.
- Scenario 3: Neither question passes. - We would need to reduce by $12M over the course of the next two years, with a priority placed on addressing the structural deficit as quickly as possible. Systemic changes would need to be addressed in a time sensitive manner.

Budget Reduction Next Steps

- We will begin addressing our budget reduction needs as soon as we know the outcome of the referendum vote. In fact, we have meetings scheduled for the morning of November 4th.
- We will utilize the 2026 Budget Reduction and Realignment Guiding Change to provide direction on these difficult decisions.
- We will seek to make recommendations to the board by our January board meeting in order to meet contractual obligations and staffing and budgeting guidelines.

Demographics and Capacity Study Next Steps

Demographics and Capacities Study

- We will continue to examine the results of our demographics and capacity study efforts at our November work session.
- Overcrowding at some schools, enrollment campaign efforts and other steps will be considered.
- Any process of boundary examination or other actions, like potential school closures would be an inclusive and well-shared effort.

Legislative Platform

This session, there is a forecasted budget deficit, so we should tailor our asks accordingly. Some things to consider might be:

- Special Education funding and Blue Ribbon Commission recommendations
- Continued funding supports for literacy and Duluth Promise
- Full funding for previous mandates and no new unfunded mandates

We can discuss this further at our Committee of the Whole on November 12th and could consider a special board meeting for approval.

Legislative Platform

Questions

Schedule of Meetings and Events

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

The Schedule of Meetings and Events is Subject to Change

Week of October 19 - October 23, 2026

~~Tuesday~~	~~October 20, 2026~~	~~5:30 p.m.~~	~~School Board Listening Session*~~
		~~6:15 p.m.~~	Cancelled due to no speakers signed up
Tuesday	October 20, 2026	6:30 p.m.	Regular School Board Meeting*

Week of October 26 - October 30, 2026

None

Week of November 2 - November 6, 2026

None

Week of November 9 - November 13, 2026

Monday	November 9, 2026	4:30 p.m.	HR/Business Services Committee
Thursday	November 12, 2026	4:30 p.m.	Policy Committee
Thursday	November 12, 2026	5:00 p.m. (or immediately after Policy Committee)	Special School Board Meeting - Canvass Election
Thursday	November 12, 2026	5:30 p.m. (or immediately after Special School Board Meeting)	Monthly Committee of the Whole

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

Scan QR Code for:
Listening Session Guidelines

Office of the Superintendent
~~**October 16, 2026**~~
October 19, 2026

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, October 6, 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) Supporting Every Student
       - a. **Supporting Every Student: Accountability** **2**
     - 2) Advancing Equity
       - a. **American Indian Education Aid Plan** **31**
     - 3) Supporting Every Student
       - a. **School Continuous Improvement Efforts Update** **43**
   - B. Teaching, Learning, and Equity Board Summary Report - N/A
   - C. Budget Update - N/A
   - D. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: October 6, 2026

Topic: Supporting Every Student: Accountability

Presenter(s): Brenda Spartz, Director of Elementary Education

Attachment: **COW October 2026 Accountability**

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

2025/2026 student results will be shared, specifically 2026 Reading MCA IV, 2026 Math MCA III, and 2026 Science MCA IV along with Kindergarten through 2nd grade fall 2025 to spring 2026 FastBridge assessment growth data.

This Requires School Board Approval : No

Duluth Public Schools

Committee of the Whole

Supporting Every Student:
Accountability

October 6, 2026

OUR CORE VALUES

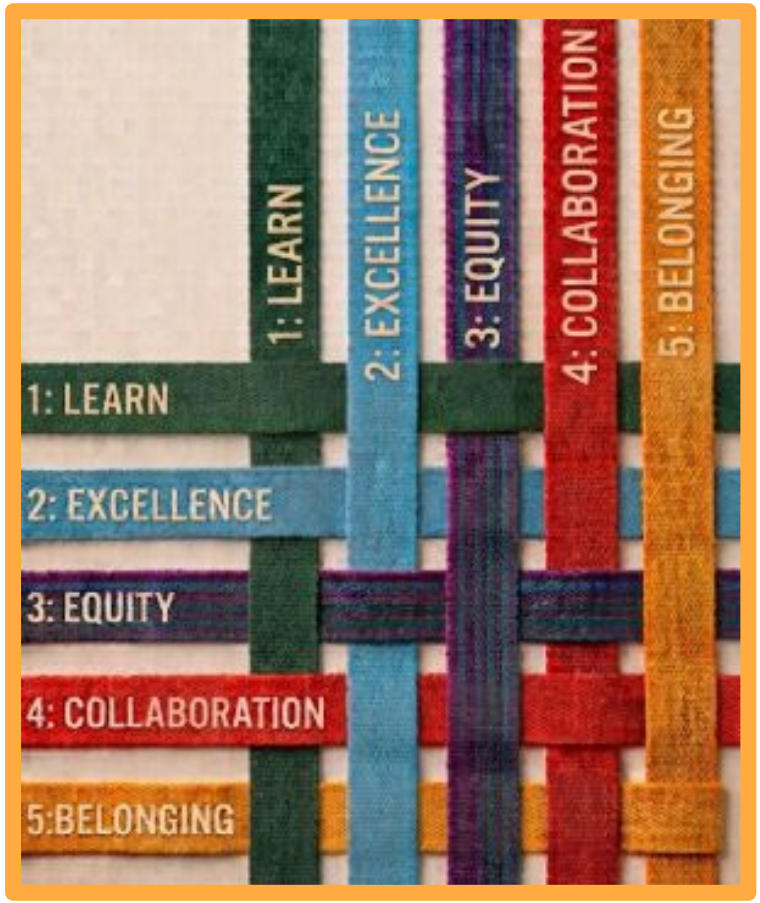
Learning

Excellence

Equity

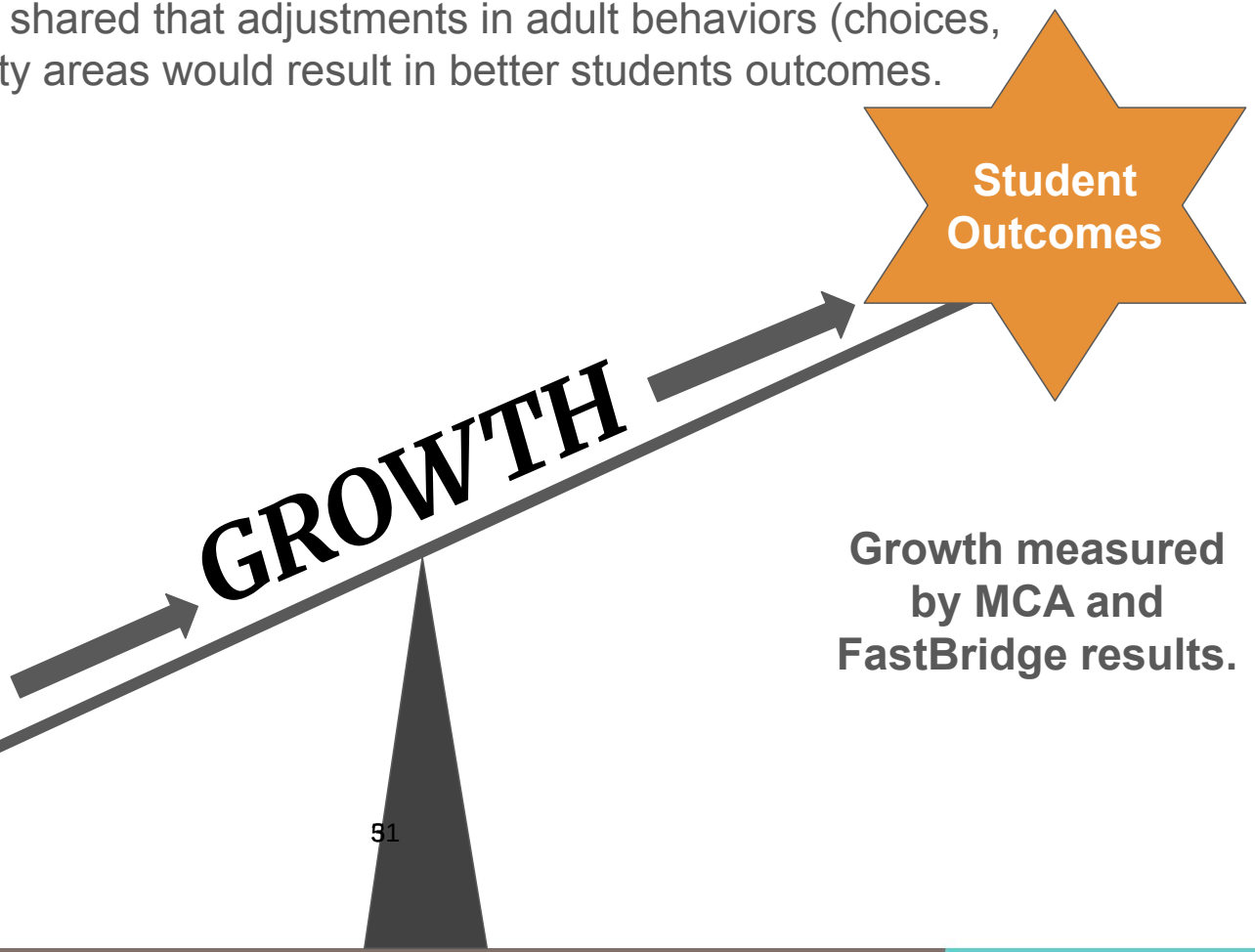
Collaboration

Belonging



Last year 20205/2026, we shared that adjustments in adult behaviors (choices, actions, decisions) in priority areas would result in better students outcomes.

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



Growth measured by MCA and FastBridge results.

Highlight: Elementary Literacy



- Heggerty: 4 yrs
- UFLI: 3 yrs
- LETRS: 2.5 yrs
- 2020 MN ELA Standards: 1 yr
- Literacy Frameworks: 3 yrs
- Functional Phonics & Morphology: 2 yrs
- Teacher Clarity: 3 yrs
- Assessment
- Focused & Collaborative Professional Development

STATE ASSESSMENT

Minnesota Comprehensive Assessments (MCAs)



READING PERFORMANCE DATA



2026 Reading *MCA IV

Background Information:

- Reading MCA IV assesses 2020 English Language Arts Academic Standards implementation at the expected level of instructional rigor for grades 3rd-8th, 10th.
- Spring 2026: First assessment of new ELA standards; MCA IV Reading; thus baseline year for data
- No comparison can be made between 2026 MCA IV Reading scores with any prior year as they measure different standards (was 2010 version; now 2020)
- Duluth's only comparison this year will be with Minnesota performance on average or other MN school districts or schools
- ***Data Includes:*** all student tested in the category and all accountability assessments (MCA/MTAS/ALTMCA)



2026 Reading *MCA IV: By Grade & Overall

2026 MCA IV Reading: Duluth Compared to MN			
Grade	Duluth % Meets + Advanced	MN % Meets + Advanced	Results: Duluth Compared to MN
3rd	45.9%	46.8%	-0.9%
4th	56.2%	48.8%	7.4% ★
5th	62.4%	54.5%	7.9% ★
6th	62.1%	53.4%	8.7% ★
7th	47.9%	43.5%	4.4% ★
8th	54.5%	50.0%	4.5% ★
10th	44.0%	42.5%	1.5% ★
Overall	54.7%	48.6%	6.1% ★

Overall, Duluth outperformed MN on the new Reading MCA IV Assessment

7 out of 8 tested grades are above the state average in Reading

*All accountability assessments (MCA/MTAS/ALTMCA)

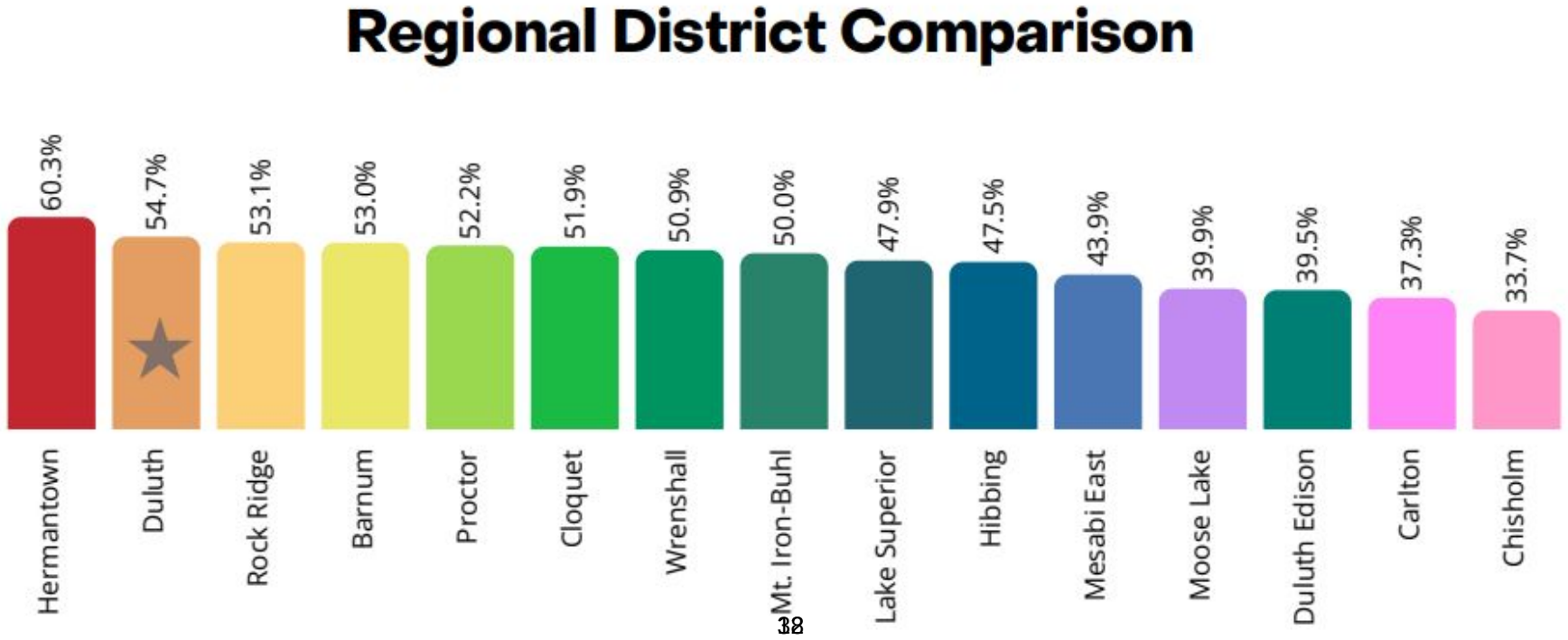
2026 Reading *MCA IV: By Student & Comparison Groups

2026 MCA IV Reading: Student Groups Duluth Compared to MN				
State Race / Ethnicity	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
American Indian	334	36.5%	31.8%	4.7%
Asian	40	77.5%	43.4%	34.1%
Hispanic or Latino	138	52.9%	28.6%	24.3%
Black or African Am	181	22.1%	29.8%	-7.7%
Two or More Races	241	45.2%	49.6%	-4.4%
White	3,103	59.1%	57.7%	1.4%

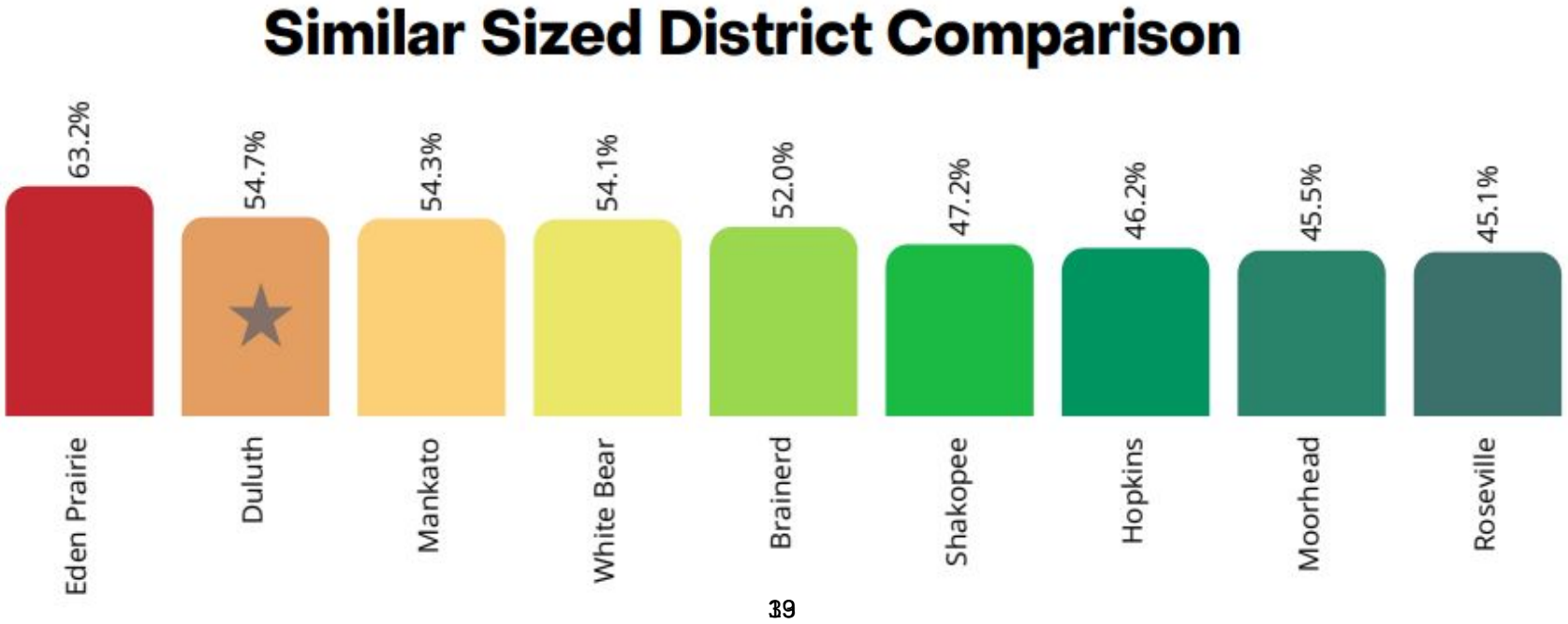
2026 MCA IV Reading: Comparison Groups Duluth Compared to MN				
Comparison Groups	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
Special Education	796	26.5%	25.5%	1.0%
Not Special Education	3,248	61.6%	53.4%	8.2%
Free or Reduced Meals	1,482	37.0%	31.6%	5.4%
Not Free/Reduced Meals	2,562	64.9%	59.4%	5.5%
Males	1,084	53.0%	45.8%	7.2%
Females	1,128	56.4%	51.4%	5.0%

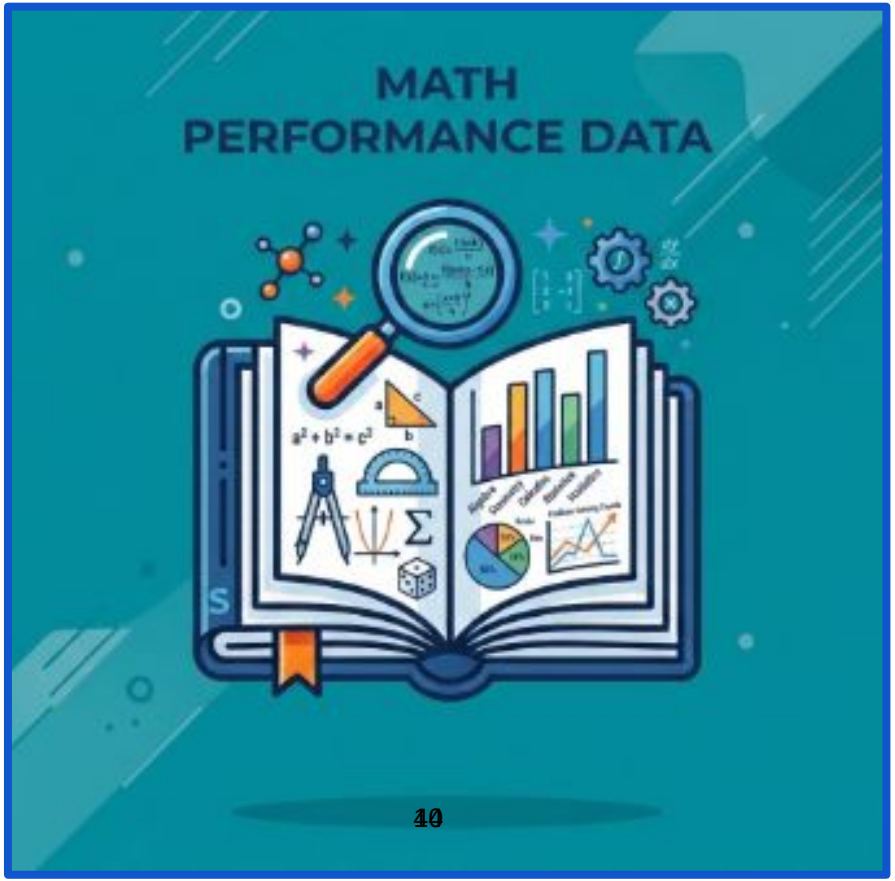
*All accountability assessments (MCA/MTAS/ALTMCA)

2026 Reading MCA IV



2026 Reading MCA IV




MATH
PERFORMANCE DATA

2026 Math *MCA III

Background Information:

- Math MCA III assesses 2007 MN Math Academic Standards implementation at the expected level of instructional rigor for grades 3rd-8th, 11th.
- Spring 2027: Last testing on 2007 MN Math Academic Standards
- Spring 2028: First assessment on implementation of the new 2022 MN Math Academic Standards; Math MCA IV
- For spring 2026 data, comparisons can be made to prior years as well as with MN performance on average or other MN school districts/schools
- ***Data Includes:** all student tested in the category and all accountability assessments (MCA/MTAS/ALTMCA)



2026 Math *MCA III: By Grade & Overall

Growth: 2025 to 2026

4th, 8th, & 10th grades made gains on Math MCA III from 2025 to 2026

2026 MCA III Math: Duluth Compared to MN					
Grade	Duluth % Meets + Advanced		Results: 2025 vs 2026	MN % Meets + Advanced	Results: Duluth Compared to MN
	2025	2026		202t6	
3rd	59.1%	56.8%	-2.3%	57.9%	-1.1%
4th	57.1%	60.9%	3.8%	55.2%	5.7%
5th	45.4%	44.3%	-1.1%	41.9%	2.4%
6th	37.2%	31.5%	-5.7%	39.5%	-8.0%
7th	43.1%	41.3%	-1.8%	40.3%	1.0%
8th	37.5%	39.8%	2.3%	42.3%	-2.5%
10th	33.7%	38.7%	5.0%	35.3%	3.4%
Overall	45.1%	44.9%	-0.2%	44.9%	0.0%

Compared to MN:

4th, 5th, 7th, & 10th grades outperformed the state on average in Math…

*All accountability assessments (MCA/MTAS/ALTMCA)

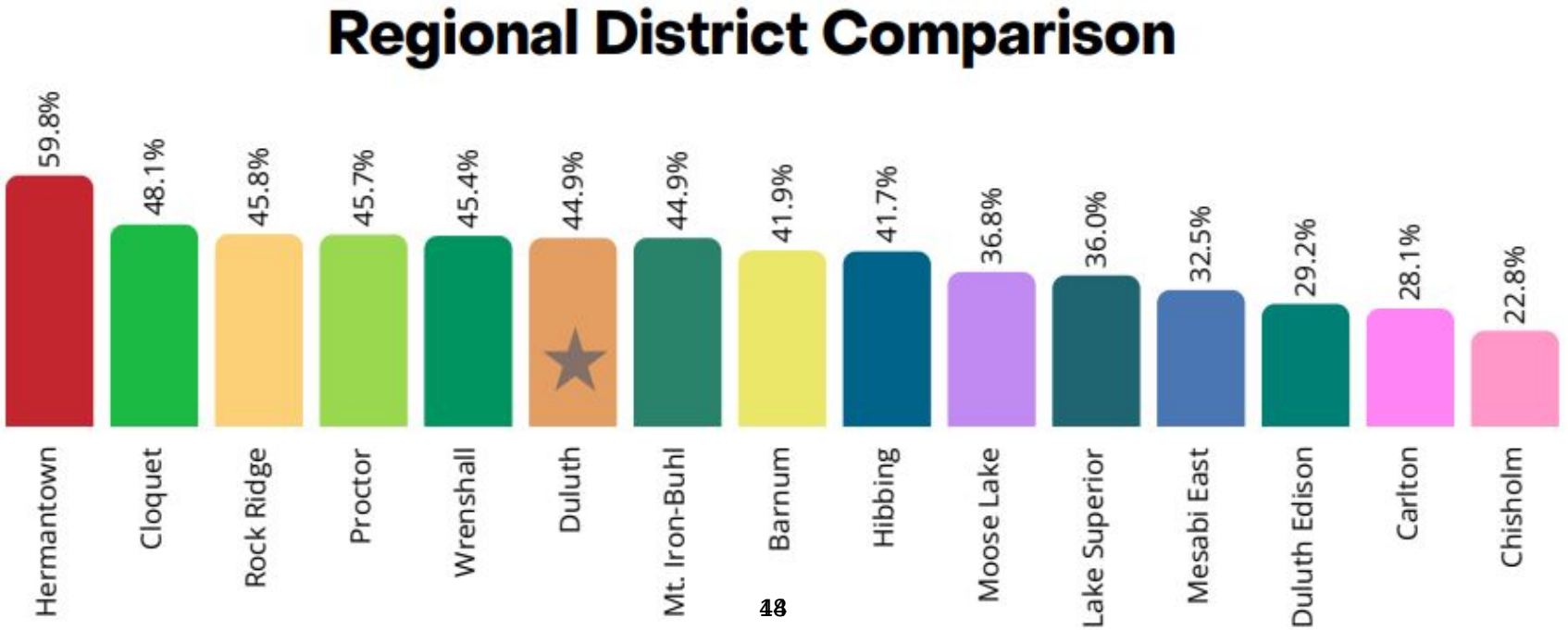
2026 Math *MCA III: Student & Comparison Groups

2026 Math MCA III: Student Groups Duluth Compared to MN				
State Race / Ethnicity	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
American Indian	333	36.5%	24.3%	12.2%
Asian	41	87.8%	42.9%	44.9%
Hispanic or Latino	143	41.3%	23.4%	17.9%
Black or African Am	185	10.3%	22.2%	-11.9%
Two or More Races	233	33.9%	43.8%	-9.9%
White	3,009	50.9%	55.1%	-4.2%

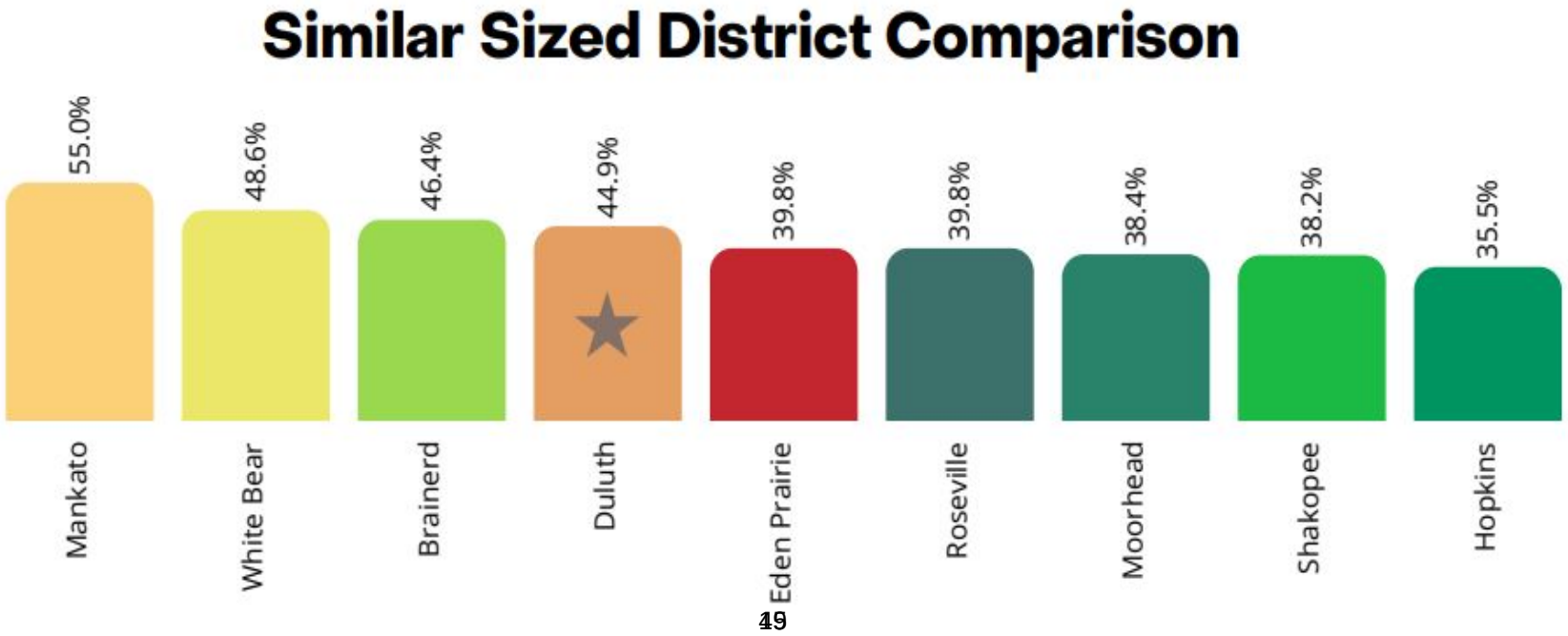
2026 Math MCA III: Comparison Groups Duluth Compared to MN				
Comparison Groups	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
Special Education	806	21.6%	24.0%	-2.4%
Not Special Education	3,145	50.9%	49.4%	1.5%
Free or Reduced Meals	1,454	25.4%	26.1%	-0.7%
Not Free/Reduced Meals	2,497	56.3%	56.9%	-0.6%
Males	2,023	47.8%	48.0%	-0.2%
Females	1,928	42.0%	41.7%	0.3%

*All accountability assessments (MCA/MTAS/ALTMCA)

2026 Math MCA III



2026 Math MCA III

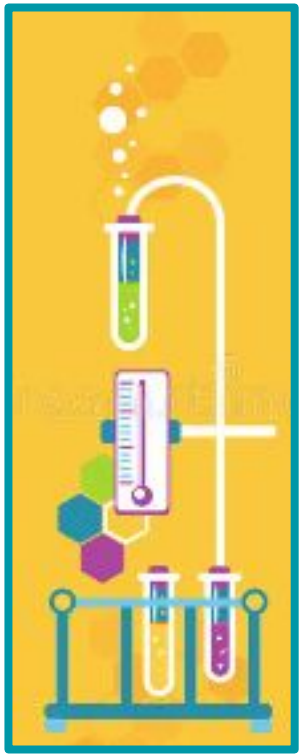



SCIENCE
PERFORMANCE DATA

2026 Science *MCA IV

Background Information:

- Science MCA IV assesses 2019 MN Science Academic Standards for grades 5, 8, and one time in HS (usually 10th grade).
- Spring 2026: Second assessment on the 2019 Science Standards.
- For spring 2026 data, comparisons can be made to spring 2025 results only. In addition, comparisons can be made to MN performance on average or other MN school districts/schools
- ***Data Includes:*** all student tested in the category and all accountability assessments (MCA/MTAS/ALTMCA)



2026 Science *MCA IV: By Grade & Overall

Growth: 2025 to 2026

5th and HS made gains on MCA Science from 2025 to 2026

2026 Science MCA IV: Duluth Compared to MN					
Grade	Duluth % Meets + Advanced		Results: 2025 vs 2026	MN % Meets + Advanced	Results: Duluth Compared to MN
	2025	2026		2026	
5th	34.4%	36.5%	2.1%	25.9%	10.6%
8th	21.2%	20.9%	-0.3%	16.7%	4.2%
HS	39.5%	43.0%	3.5%	35.0%	8.0%
Overall	31.9%	33.6%	1.7%	25.5%	8.1%

Compared to MN:

Every grade and overall, Duluth outperforms MN state on average in Science.

*All accountability assessments (MCA/MTAS/ALTMCA)

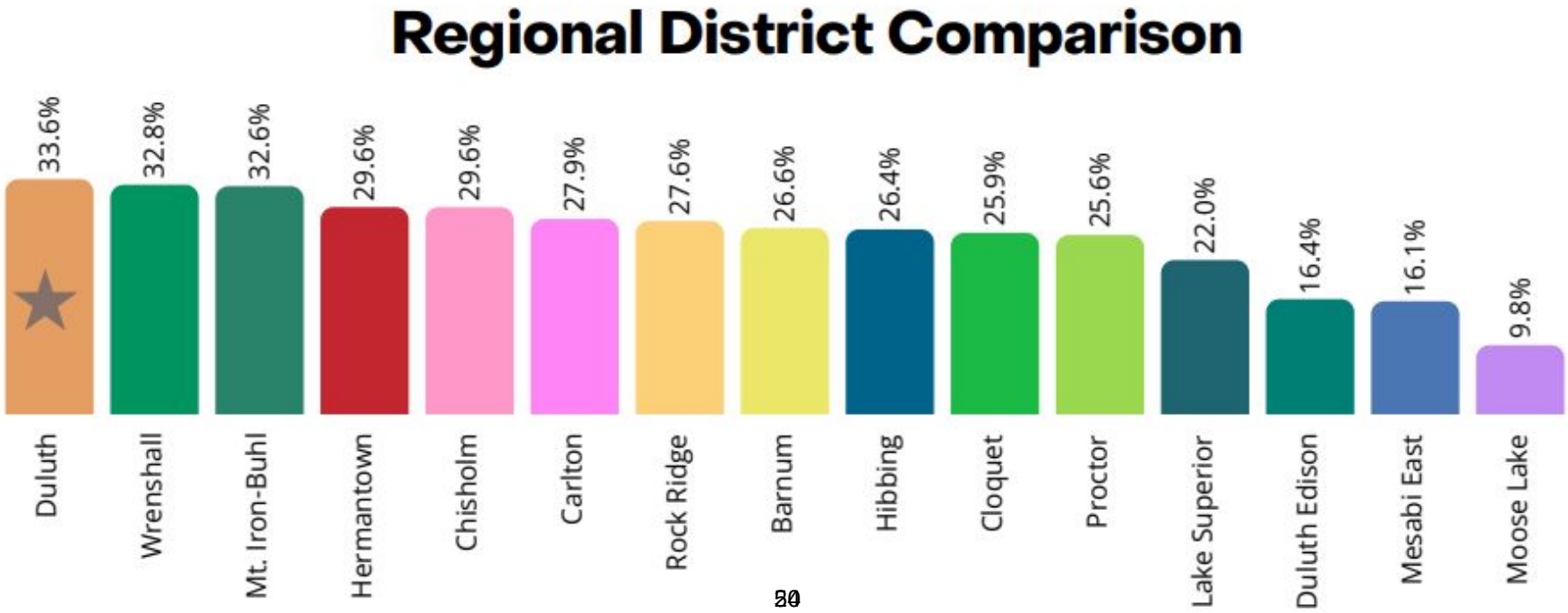
2026 Science *MCA IV: Student & Comparison Groups

2026 Science MCA IV: Student Groups Duluth Compared to MN				
State Race / Ethnicity	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
American Indian	126	15.1%	14.3%	0.8%
Asian	25	64.0%	26.2%	37.8%
Hispanic or Latino	46	26.1%	12.1%	14.0%
Black or African Am	63	6.3%	10.2%	-3.9%
Two or More Races	109	30.3%	26.3%	4.0%
White	1,323	36.6%	31.4%	5.2%

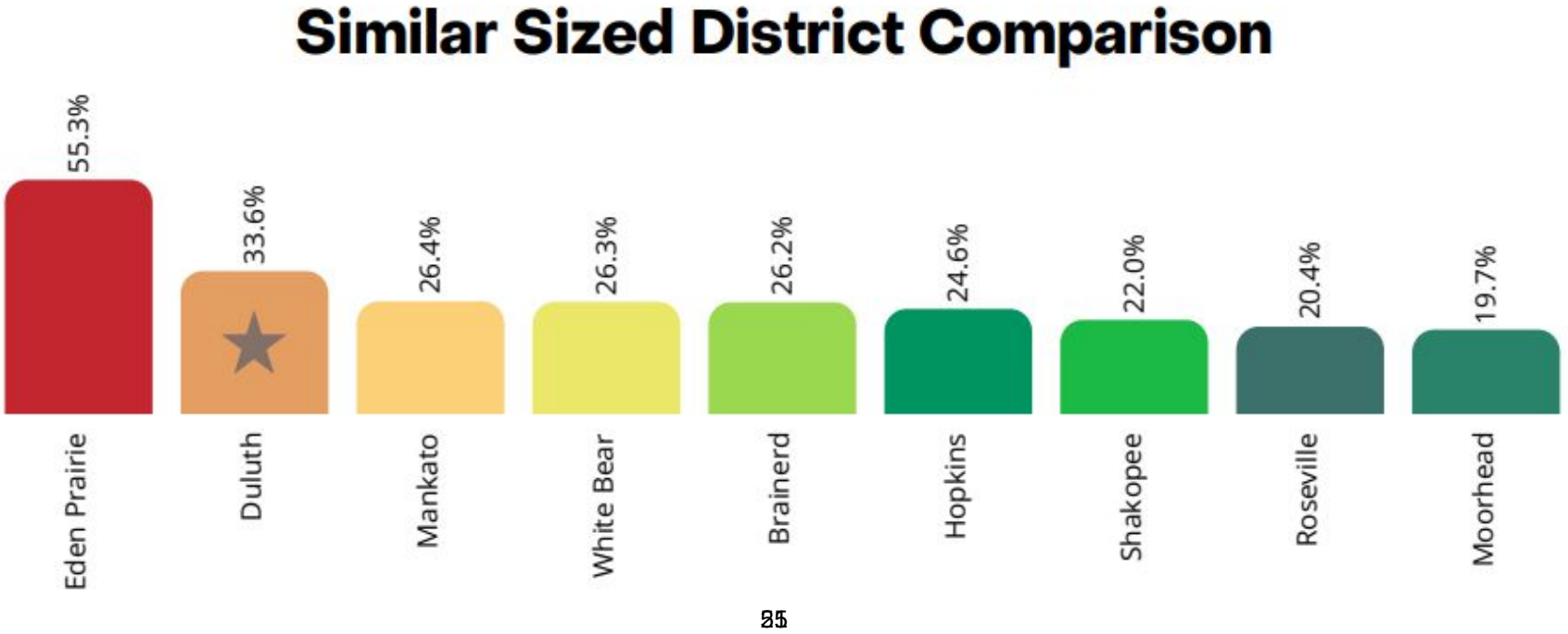
2026 Science MCA IV: Comparison Groups Duluth Compared to MN				
Comparison Groups	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
Special Education	290	17.6%	14.7%	2.9%
Not Special Education	1,405	36.9%	27.6%	9.3%
Free or Reduced Meals	591	17.9%	13.4%	4.5%
Not Free/Reduced Meals	1,104	41.9%	32.8%	9.1%
Males	888	33.2%	26.3%	6.9%
Females	807	34.0%	24.7%	9.3%

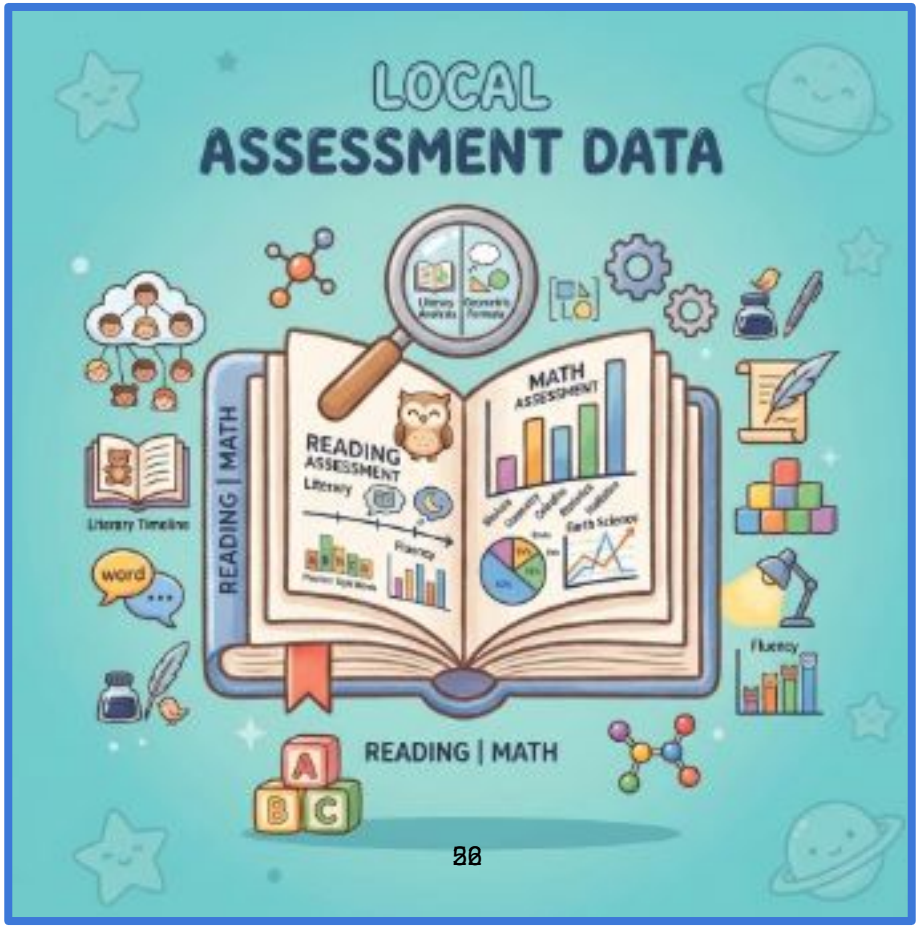
*All accountability assessments (MCA/MTAS/ALTMCA)

2026 Science MCA IV



2026 Science MCA IV




LOCAL
ASSESSMENT DATA
READING | MATH
READING
ASSESSMENT
Literacy
Fluency
MATH
ASSESSMENT
Earth Science
Literary Timeline
word
Fluency
READING | MATH
A
B
C

FastBridge: Kindergarten

Letter Sound Fluency (SPM)			
Percent of Kindergarten Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	38.9%	36.0%	-2.9%
2022-2023	34.6%	44.8%	10.2%
2023-2024	47.9%	54.3%	6.4%
2024-2025	46.5%	52.3%	5.8%
2025-2026	**44.3%**	**58.8%**	**14.5%**

FastBridge earlyMath: Composite			
Percent of Kindergarten Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	65.9%	67.9%	2.0%
2022-2023	65.5%	66.6%	1.1%
2023-2024	73.2%	67.0%	-6.2%
2024-2025	72.1%	68.8%	-3.3%
2025-2026	**73.5%**	**67.6%**	**-5.9%**

Compared to last 5 years, a higher percent of kinders (58.8%) reached expected benchmarks in spring 2026 in reading with the highest percentage of growth + 14.5%

FastBridge: 1st Grade

FastBridge earlyReading: Composite			
Percent of 1st G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	29.5%	45.8%	16.3%
2022-2023	36.6%	53.6%	17.0%
2023-2024	34.2%	52.2%	18.0%
2024-2025	38.4%	47.9%	9.5%
2025-2026	**39.6%**	**50.2%**	**10.6%**

FastBridge earlyMath: Composite			
Percent of 1st G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	63.1%	65.0%	1.9%
2022-2023	66.5%	71.0%	4.5%
2023-2024	69.0%	67.2%	-1.8%
2024-2025	69.9%	62.2%	-7.7%
2025-2026	**68.9%**	**65.9%**	**-3.0%**

Fall 2025, more students (39.6%) entered 1st grade reaching benchmark in reading.
Spring 2026, 10.6% more students met benchmark expectations in reading.

FastBridge: 2nd Grade

FastBridge aReading: Composite			
Percent of 2nd G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	43.5%	56.2%	12.7%
2022-2023	47.6%	57.0%	9.4%
2023-2024	51.5%	58.0%	6.5%
2024-2025	54.6%	58.5%	3.9%
2025-2026	**53.6%**	**60.7%**	**7.1%**

FastBridge aMath: Composite			
Percent of 2nd G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	59.2%	61.7%	2.5%
2022-2023	62.8%	63.3%	0.5%
2023-2024	62.1%	64.2%	2.1%
2024-2025	63.2%	61.5%	-1.7%
2025-2026	**66.6%**	**67.0%**	**0.4%**

As compared to the last 5 years, a higher percentage of students reached expected benchmarks in spring 2026 in both reading (60.7%) and math (67%)



Contact Information

Brenda Spartz
Director of Elementary Education
brenda.spartz@isd709.org

Jen Larva
Director of Secondary Education
jen.larva@isd709.org

COW Agenda Cover Sheet

Meeting Date: October 6,2026

Topic: American Indian Education Aid Plan

Presenter(s): Emily Silverness

Attachment:https://docs.google.com/presentation/d/1wi6HRsNdLsxO-PZ7b5640pwYtCWaDZeaOObzwSFyCQg/edit?usp=sharing

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

I will be presenting the 2026-2027 school year American Indian Education Aid plan that was approved by the AIPAC, Bonds, and Magas and sent to MDE

This Requires School Board Approval :
No

American Indian Education Aid Plan

Compiled by Dr.Emily Silverness for the COW under direction from Anthony Bonds





OUR MISSION

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

OUR VISION

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

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

Excellence



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

Equity



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

Collaboration



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

Belonging



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

Area 1: Support Postsecondary Preparation for American Indian Pupils

OBJECTIVE

To provide comprehensive postsecondary preparation and career exploration opportunities for Indigenous students in Duluth Public Schools, enhancing readiness for life beyond high school and empowering them to pursue higher education and diverse career paths.

Key Target Goals (By May 2027)

- **College & Career Programs:** Attend 3 exploration programs (50% target participation rate of 241 high school students). Includes visits to UMD, Augsburg, UMN, St. Thomas, and Hamline with cultural focus.
- **Early Exposure:** K-5 and 6-8 students provided at least one college/career readiness opportunity.
- **100% Exam Support:** All 11th & 12th grade AI students offered financial assistance and support for ACT/SAT/Accuplacer exams.



Action Steps & Collaboration

- **Recruitment & Outreach:** Coordinate campus visits, scholarship presentations, and FAFSA workshops with AI Home Liaisons and counselors.
- **Targeted Events:** Attend tribal-specific career fairs, trade events, and MTAG (Master of Tribal Administration) presentations.
- **Professional Growth:** Sponsor attendance for students and families at conferences (e.g., MIEA-Minnesota Indian Education- in March 2027).
- **Tracking:** Utilize MCIS (Minnesota Career Information System), ASVAB (Armed Services Vocational Aptitude Battery) data, sign-ins, and post-event surveys.

Funding Request & Budget Details

Covers site/district staff, supplies, student/family transportation, meals, exam fees, and contracted presenters.

- **Fond Du Lac Tribal College Trip:** $400 (Buses)
- **Additional College/Career Visits:** $3,000
- **Food (Lunch & Snacks for Visits):** $2,000
- **MIEA Conference (20 Students, 10 Parents, 4 Staff):** $25,000
- **ACT/SAT/Accuplacer Fees & Materials:** $1,500
- **Emergency Student Transportation Assistance:** $1,000

Things I am honestly learning from this plan and budgets created before me; buses are more expensive than these budgets accounted for if we really want this for our students so we are already asking other resources for assistance here.

Some of the colleges named in this have more expensive routes than this. We have many colleges available and want our student interests as well as what the colleges provide for American Indian students financially to guide which colleges we visit as these can also be sources of funding for us.

Also, these hungry kids go through this food budget very fast, partly due to inflation.

Area 2: Support the Academic Achievement of American Indian Pupils

OBJECTIVE

To enhance the academic achievement of Indigenous Students in Duluth Public Schools.

Key Target Goals

- **Curriculum Feedback Survey:** Implement student survey with QR code by Aug 2026 to measure desired cultural activities/events for curriculum integration.
- **Graduation Rate Improvement:** Increase on-time 4-year graduation rate for American Indian students from 52.1% to a target rate of 60% (disaggregated by site).
- **Family Satisfaction Survey:** Roll out QR code survey by Aug 2026 for students and families to measure academic support satisfaction and gather feedback.



Action Steps & Collaboration

- **Graduation Banquet:** AIE to host an annual banquet by May 2027 inviting graduating AI students and families to celebrate achievements with graduate role models.
- **Cultural Incentives:** Home School Liaisons to provide smudging kits, AI author books/art, and traditional foods (wild rice, maple sugar) for goal accomplishment.
- **Denfeld High Cohort:** Support Indigenous Cohort efforts at Denfeld High School to create a culturally safe space and raise attendance scores by 5% annually.

Funding Request & Budget Details

Covers select site/district staff, supplies/materials, transportation, meals for participating families, and contracted presenter services.

- **Culturally Appropriate Incentives (Books by AI authors, smudging kits, etc. by May 2027):** $17,000
- **Traditional Foods (Wild rice, maple sugar, etc.):** $2,000
- **Denfeld High Cohort Support:** $2,000

Area 3: Make Curriculum Relevant to the Needs, Interests, and Cultural Heritage of American Indian Pupils

OBJECTIVE

To provide curriculum relevant to the needs, interests, and cultural heritage of Indigenous students in schools by funding culturally relevant in-school and out-of-school activities, purchasing cultural items, and supporting meals to foster a welcoming environment and sense of belonging.

Key Target Goals

- **AIPAC Collaboration:** Consult and collaborate with AIPAC to plan, promote, and implement all culturally educational presentations and activities.
- **Course Electives:** By Oct 2026, develop culturally relevant course electives (middle & high school level) available in Fall 2027.
- **Standards Audit & PSEO:** Complete AI standards audit by SY2027; offer targeted PSEO courses to bridge transition to post-secondary education.



Action Steps & Collaboration

- **Seasonal Activities:** Provide 2 seasonal AI-focused activities (Rice Camp, Sugar Bush, Winter storytelling, tribal sovereignty).
- **Elder & Expert Presentations:** Provide 4+ presentations by May 2027 to enact Indigenous Education for All.
- **Electives & After-School:** Test/evaluate programs like Ojibwe language quiz bowl, drum, regalia, or ribbon shirt/skirt making.
- **Denfeld Cohort Support:** Aid in purchasing supplies & materials for 9th-11th grade Indigenous Cohort.

Funding Request & Budget Details

Covers select AI staff within sites/district offices, supplies & materials, transportation, family meals, and contracted presenter services.

- **Seasonal Activity & Elder Speaker Fees:** $5,000
- **Denfeld High Cohort Support:** (See Area 2 for funding request)

Area 4: Provide Positive Reinforcement of the Self-Image of American Indian Pupils

OBJECTIVE

Our program aims to strengthen Indigenous students' self-image by celebrating their achievements and fostering a supportive community around their successes. We will emphasize positive reinforcement through community involvement, hosting events, and creating programs and policies for younger students to connect with older students as role models.

Key Target Goals

- **Academic Support System:** By May 2027, home school liaisons will implement Infinite Campus contact logs for attendance, behavior, and academic needs, reporting to AIPAC per FERPA.
- **Cultural Events & Pow Wows:** By May 2027, implement at least 3 cultural activities/events (seasonal feasts, round dances, storytelling, literacy events, tribal flags, artwork, or pow wows).
- **District Cultural Symbols:** Add at least 2 culturally significant symbols (flags, signage, or artwork) across the district (including sites like East High or Ordean Middle).



Action Steps & Collaboration

- **Cultural Expressions:** Provide achievement & expression events (Orange Shirt Day, Rock Your Mocs) planned by coordinator, principals, and liaisons.
- **Student Mentorship:** Support Indigenous student orgs as role models for younger students (classroom visits, research presentations, pow wow dance leaders).
- **Symbol Celebrations:** Host 2+ events celebrating flags/murals in schools (East, Ordean, or Lincoln Park).
- **Community Events:** Host 2+ cultural presentations (round dances, feasts) by April 2027 and a District Pow Wow by May 2027.

Funding Request & Budget Details

Covers select AI staff, supplies, transportation, family meals, contracted speakers/artists, and major cultural celebrations.

- **Graduation Banquets & Gifts (5th, 8th, 12th grade):** $40,000
- **District Pow Wow & Community Gatherings:** $33,000 (Pow Wow $10K, Feast/Round Dance $15K, End of Year $8K)
- **Symbols, Artwork & Murals:** $19,069 (Flags/Signage $7K, Mural $8.07K, Honor Guard $3K, Ojibwemowin $2K)
- **Cultural Workshops & Supplies:** $5,750 (Sewing Classes $4K, Cultural Expressions/Orange Shirt Day $2K)



Questions?

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

COW Agenda Cover Sheet

Meeting Date: October 6, 2026

Topic: School Continuous Improvement Efforts Update

Presenter(s): Brenda Spartz, Director of Elementary Education
Jen Larva, Director of Secondary Education
School Principals

Attachment: **COW Meeting: Principal SCIP update_October 2026**

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

Each school principal will be introduced with each principal sharing their school's efforts for continuous improvement as well as highlighting a few points of pride.

This Requires School Board Approval : No

School Continuous Improvement Efforts Update

Committee of the Whole

October 6, 2026

Continuous Improvement Teams (CITs)

&

School Continuous Improvement Plans (SCIPs)

Overview: Continuous Improvement Teams (CITs)



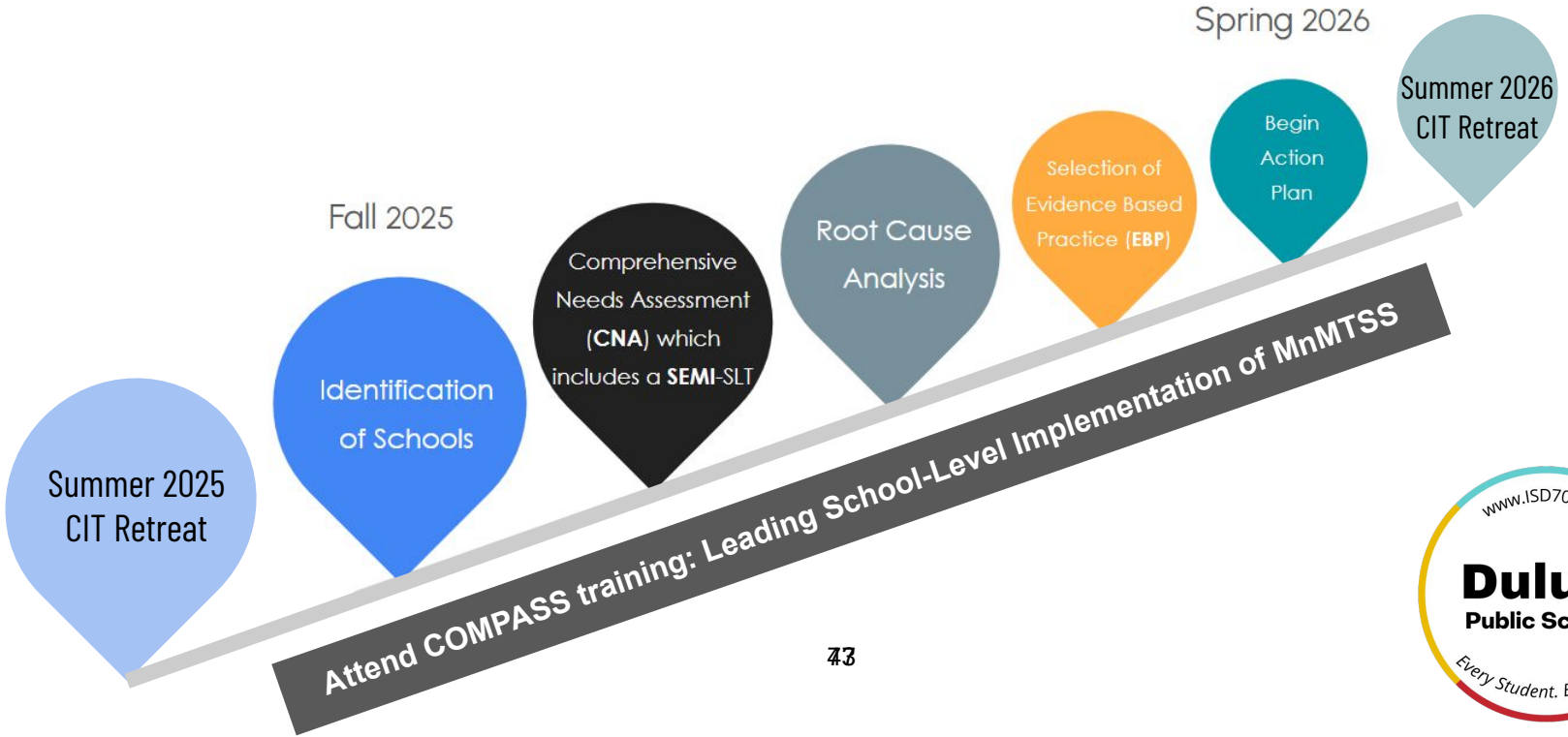
Continuous Improvement Process

- Analysis: data, root causes, barriers
- Goal setting and alignment
- Monitoring implementation and fidelity of practices

Continuous Improvement Team (CIT)

- Provides leadership to guide each school's continuous improvement work
- Represents a variety of perspectives

CIT Process: 2025 - Present



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School Continuous Improvement Plan (SCIP): The Tool

Collaborative Development

CIT collaboratively writes a School Continuous Improvement Plan (SCIP) based on:

- Comprehensive Needs Assessment (CNA)
- Rigorous data analysis
- Direct input from site representatives

Core Plan Deliverables

SCIP clearly outlines strategic next steps:

- Action plan for high-impact, evidence-based practices (EBP) aligned with school-wide goals
- Structured documentation for monitoring implementation fidelity and academic progress

School Improvement Efforts

Introduction to Principals

Sharing:

Points of Pride

School Continuous Improvement Plan

Evidence Based Practices

Lakewood Elementary - Lynx



Principal: Dr. Darren Sheldon

Points of Pride:

- MCA Reading Scores
- PBIS Exemplary Status
- Many School Updates: New Sports Court, School Forest Grant, new heating system, updated PBIS banners/signage throughout the school, and near future: Reading Garden in front of the school, BOB (Battle of the Books) went from 30 kids two years ago to 76 this year.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Diagnostic Instruction

- **3 Year Goal:** Focus on analyzing multiple data sources (most notably: K-2 LETRS spelling screener and Functional Morphology screener grades 4-5 to bolster our phonics skills school-wide).
- **In year three,** our plan is to use a common planning time for all grades so we can differentiate school-wide.

Homecroft Elementary - Hornets

Principal: Tom Cawcutt

Points of Pride:

- Enrollment increased by over 100 students over the last 8 years
- MCA & FAST scores routinely exceed state/district averages
- Teacher retention nearly 100%
- Refinement of MTSS practices
- Fully implemented PBIS
- 64% decrease in Office Discipline Referrals from 24/25 to 25/26 school years.
- 96% of Homecroft students received zero Office Discipline Referrals during the 25/26 school year.
- New school signage

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: School Climate and Community Building

- **In the 2026-2027 school year,** we will increase reading achievement for students in grades 2-5 from 61.5% proficient to 75% proficient as measured by aReading (FastBridge). Homecroft students will make incremental progress toward grade level proficiency in reading as measured by leveled indicators (FastBridge, MCAs).

Congdon Park Elementary - Cougars

Principal: Kathi Kusch Marshall

Points of Pride:

- Dedicated Staff: Works together to meet the needs of the whole child
- Special Education:Met and exceeded math and attendance goals
- Student Council: Voice & leadership through empowering students
- Farm to School: Connecting kids with agriculture & hands-on learning
- Safe Routes to School: Focus on health, wellness & safe transportation
- School Environment: Well-cared for and clean learning environment

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice

EBP: Explicit Instruction

- **Maintain robust infrastructure and collaborative teams** to support MnMTSS. Primary focus areas include Reading, Math, and Attendance, with targeted interventions for Special Education, math, and attendance.
- **Ensure instructional consistency,** enforce rigorous utilization of PLC data, progress monitoring, and the digital PLC Hub. CIT will actively use PLC Monitoring Tools to track progress and maintain a focus on Tier I instructional priorities.
- **Continue to identify root causes** and drive ongoing targeted interventions. Tier I Community of Progress.

Lester Park Elementary - Labradors

Principal: Anna Cawcutt

Points of Pride:

- Overall increase in MCA scores in all 3 tested subjects compared to 2025
- Successful implementation of our Recess & Lunch Buddies student leadership program
- Positive and supportive climate and culture
- Positive climate survey results - staff, students, and families

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Explicit Instruction

- **3-year Goal:** Students in grades 2-5 will increase aReading achievement by June of 2029, from 72.5% no-risk to 80% no-risk, through strategic action planning, professional development, and data based decision making.
- **2026-2027 Goal:** In the 2026-27 school year, we will increase reading achievement for students in grades 2-5 from 72.5% proficient (no-risk) to 75% proficient (no-risk), as measured by aReading.

Laura MacArthur Elementary - Eagles

Principal: Carrie Thompson

Points of Pride:

- Overall increase in MCA scores in reading and math scores compared to 2025.
- Overall reading score on MCA exceeds spring 2027 goal allowing focus on subgroups.
- Focus on family engagement continues - 170 guests came to our grandparent/special friend day event.
- Awarded Full Service Community School Grant!!!!

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Engagement Strategies to Support a Positive School Climate

3 year goal:

- Grades 3-5 students will increase on MCA Reading by June of 2029, from 29.81% to 45% proficient through strategic action planning, professional development, and data based decision making. Target student groups: Black, special education, and free/reduced meals.

26-27 School Year Goal:

- By spring 2027, grade 3-5 students will increase MCA Reading by 5% from 29.8% to 34.8%. Targeted students groups increase by 7% (Black 23.5% to 30.5%), (free/reduced meals 34.9% to 41.9%), (special education 17.8% to 24%).
- By spring of 2027, number of minor Office Discipline Referrals (ODRs) for disruption will decrease by 30% from the baseline of 296 referrals to 198 referrals.

Lowell Elementary - Lions



Principal: Eve Hessler

Points of Pride:

- Positive growth in climate survey data from Fall 25 to Spring 26
- Achieved building goals in Reading!
- Implemented mixed specialist groups

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Diagnostic Instruction

- **FOCUS: Tier 1 Instructional Vision Component 2**
  - Collect & Review Data Routinely using formative checks (exit tickets, quick quizzes, progress monitoring) to confirm current level of understanding
  - Improving PLC work
- **3 Year MN State Identification Goal:**
  - By June of 2029, Special Education students in Grades 2-5 will increase their FastBridge aReading achievement from 18% no-risk to 33% no-risk.

Myers-Wilkins Elementary - Wolves

Principal: Lisa Nicholson

Points of Pride:

- Restructured our data driven instruction and Tier 2 interventions to meet student needs.
- Partnership: UMD-Happiness Kits
    - For 6 Mornings, UMD students from different student groups and athletics greeted students as they arrived and then joined morning meetings.
- Positive Climate Survey Results from families, staff, and students
- Full integration of our Spanish Immersion program through our specialists classes
- Strong Partnerships with PTO and the Duluth Community Schools Collaborative
    - Playworks (increasing opportunities for physical activity and safe, meaningful play)
    - A Minnesota Department of Natural Resources (DNR) school forest designation

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP)

EBP: Structured Literacy: Tier 1 Instruction

- **3 year Goal:** Grades 3rd-5th will increase aReading achievement by June 2029, from 47% low-risk to 64% low-risk through strategic action planning, professional development, and data based decision making.
- **1 year Goal:** 2026-2027 school year, decrease the number of students in grades 3-5 from 30% high-risk to 22% high-risk as measured on aReading.

Piedmont Elementary - Panthers

Principal: Dr. Katie Britton

Points of Pride:

- Maximizing Intervention Time: Reduced substitute coverage duties to keep interventionists focused on intervention.
- Sustained Key Partnerships: Continued collaboration with Northwoods and Brightwater health to support student mental health and needs.
- Active PTA Collaboration: Continued support and with our PTA to support events for families and students.
- Kinder Camp Success: Leveraged fall transition days and beginning of the year to build balanced kindergarten classes.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Building Climate- Engagement Strategies to Support a Positive School Climate

- **1 yr Goal-** In the 2026-2027 school year, we will increase reading achievement for our special education students (Grades 3-5) by + 2% from 30.49% to 32.49%.
- **3 yr Goal-** Special Education students in grades 3rd-5th will exceed exit criteria in MCA reading achievement by June of 2029, from 30.49% to 36.49% proficient through strategic action planning, professional development, and data based decision making.

Stowe Elementary Bulldogs

Principal Nathan Anderson

Points of Pride:

- **Reading WIN Groups:** Integrated Service Delivery Model (Interventionist + SPED + Gen Ed collaboration)
- **Staff Connectedness & Family Engagement:** Increase via survey results.
- **Improvement in FastBridage Reading:** Free/Reduced Meals & Special Education students improved!
- **Preschool Program Belonging:** Feel like part of the the school, not just a program housed in Stowe.
  - New classrooms to accommodate program- 2 full classes with a wait list!
- **Facility Improvements:** Entire New Roof, Flooring, Paving
- **Community Partnerships:** Stowe Foundation, GND Rec, PTA
- **School Forest:** MN DNR School Forest Conference is hosted at Stowe in February!
- **Student Support Additions:** Part time Integration Specialist, Northwood Partial Day Program

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP:Diagnostic Instruction

- **3-Year Goal:** By June 2029, 3rd-5th grade students eligible for free/reduced-price meals (2025 identification) will increase from 27.7% to 50% on Reading MCA - using FastBridge Reading 3 times per year to monitor progress.

- **Year 1 Goal:** By Spring 2027, 3rd-5th grade students eligible for free/reduced-price meals will increase from 39% (Spring 2026) to 46% (Spring 2027) as measured by FastBridge aReading.

Lincoln Park Middle School - Wild Cats

Principal: Brian Kazmierczak

Points of Pride:

- Through our behavior response team, PBIS, and PAWS, we reduced events that lead to OSS by 46.9%
- Saw an increase in our overall MCA scores in all subjects tested
- Continue to provide a robust afterschool program supported by the Full Service Community Schools Collaborative and grant funding

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Explicit Instruction

- **3-year Goal:** 6th-8th grade students will increase MCA Reading by June 2029, from 42.2% to 45.2% proficient through strategic action planning, professional development, and data based decision making.
- **2026-27 Goal:** 6th-8th grade students will increase MCA Reading achievement by June 2027, from 42.2% proficient to 43.2% proficient through strategic action planning, professional development, and data based decision making.

Ordean East Middle School - Huskies

Principal: Kristen Kennedy-Anderson



Points of Pride:

- MCA scores in Reading, Math and Science are higher than district average scores
- Fall 2026 FastBridge aReading scores are 79% proficient
- Strong student advocacy groups established to lift up student voices and create connections
- Student referral numbers
- Academic recognition

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Explicit Instruction

- **3-year Goal:** 6th-8th grade students will increase MCA Reading by June 2029, from 64.8% to 67.8% proficient through strategic action planning, professional development, and data based decision making.
- **2026-27 Goal:** 6th-8th grade students will increase MCA Reading achievement by June 2027, from 64.8% proficient to 65.8% proficient through strategic action planning, professional development, and data based decision making.

Denfeld High School - Hunters

Principal: Tom Tusken

Points of Pride:

- Overall Class of 2025 graduation rate was 84.77%, **+ 7.9%** from Class of 2024
  - Specific student groups: **Homeless:** + 28.2%, **Two or More Races:** + 14.9%, **Free/Reduced Meal Eligible:** + 11.9%. **American Indian / Native American:** + 11.6%
- Time capsule opened on Sept 25th; placed in cornerstone in 1925 of the second school to bear Denfeld name. Process organically included several Denfeld alum in interesting ways and ceremony included several dignitaries including Robert E. Denfeld family, Superintendent, Mayor, Masons of Minnesota, St. Louis County Historical Society, and Western National Bank.
  - New time capsule set to be opened in 2076.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Structured Literacy - Diagnostic Instruction

- Through District-PLC, teaching staff will be trained in STRIVE strategies.
- By the end of the 26-27 school year, STRIVE strategies will be used in all classes as measured by formal and walk-through observations.

Duluth East High School - Greyhounds



Principal: Kelly Flohaug

Points of Pride:

- 2025 Graduation Rate = 96%. which included + 3% in Special Education and + 4% Free/Reduced Meals.
  - High graduation rate due specifically to Check & Connect, MTSS, School Counselors, as well as staff at ALC for their work with credit recovery when students lose credits.
  - Every staff member has a hand in preparing and graduating students.
- Greatly expanding and successful Career Work Based Learning.
  - Currently 171 in grades 11/12. Semester 2 already w/215.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Structured Literacy - Diagnostic Instruction

- By June 2027, Duluth East High School will establish a centralized, multi-tiered data disaggregation system across Academic, Attendance, Behavior, and Social Emotional Learning categories to track, analyze, and address disparities across student demographic groups (ethnicity, grade level, IEP status, English language proficiency, and socio-economic status), improving staff access to and usage of school data.

Academic Excellence Online High School

Principal: Eric Stang

Points of Pride:

- Enrollment has continued to grow, currently serving 718 students
  - 621 Comprehensive enrollments (96 Full-time)
  - 97 Supplemental enrollments (out of district)
- This flexibility provides students with the opportunity to build a school schedule that fits their busy lives.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Literacy

- In accordance with the READ Act, teachers will utilize reading strategies learned from STRIVE to increase student reading comprehension and fluency.
- Teachers will use ROAR testing to identify students in need of reading intervention.

Area Learning Center

Principal: Eric Stang

Points of Pride:

- **Facility and Enrollment:** We have successfully transitioned to our new facility, and our student enrollment continues to grow.
- **Attendance:** Student attendance has increased significantly, despite the longer school day.
- **Continuous Learning Plans:** We developed and implemented an improved process for creating Continuous Learning Plans, bringing together key stakeholders, including students, parents/guardians, and staff.
- **Credit Recovery:** Credit recovery has started. We currently have 166 students taking 302 classes in 37 different courses and Internship making progress towards graduation.
    - ALC (93), Denfeld (36), East (26), Harbor City (4), Hermantown (3), Floodwood (2), Carlton-Wrenshall (1), Proctor (1)

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Graduation

- Strategic approach toward gaining compliance with MDE as an ALC, specifically regarding our ability to offer independent study and targeted services, which directly impact graduation rates across the district.
- MEIRS data teams will work to identify early warning factors and interventions for individual students.

Care & Treatment Programs

Principal: Jacob Hintsala

Points of Pride:

- Six students graduated at Arrowhead Academy through Credit Recovery
- 100% of 10th graders passed the MCA Reading Test at Chester Creek Academy
- 79% of students at Chester, 70% at Rock Ridge, 75% of students at Merritt made great gains in math on STAR test
- 84% of students at Chester, 83% at Rock Ridge, 83% of students at Merritt made great gains in reading on STAR test

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Diagnostic Instruction

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

Acronym Cheat Sheet:

AREA: Academic, Relearning, Enrichment and Activities

BARR: Building Assets and Reducing Risks

CICO: Check-In, Check-Out

CIT: Continuous Improvement Team

CNA: Comprehensive Needs Assessment

CTE: Career Technical Education

EBP: Evidence Based Practice

FAST: Formative Assessments and Screening (Assessment screener administered to students)

FRPM: Free/Reduced-Price Meals

LETRS: Language Essentials for Teachers of Reading and Spelling (READ Act aligned professional learning program)

MCA: Minnesota Comprehensive Assessment

MEIRS: MN Early Indicator and Response System (evidence based practice being used)

MTSS: Multi-Tiered System of Support

ODR: Office Discipline Referrals

PBIS: Positive Behavior Interventions and Supports

ROAR: Rapid Online Assessment for Reading

Acronym Cheat Sheet:

READ Act: Reading to Ensure Academic Development Act

SEL / SEB: Social Emotional Learning / Social Emotional Behavior(ist)

SCIP: School Continuous Improvement Plan

STAR: Screening Assessment Tool

STRIVE: Structured literacy training for secondary educators (READ Act aligned professional learning program)

TFI: Tiered Fidelity Inventory

UFLI: University of Florida Literacy Institute (curriculum)

WIN: What I Need

SCIP: School Continuous Improvement Plan

EBP: Evidenced Based Practice

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, October 12, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Enrollment Report 4
     - 2) Child Nutrition Department Report 10
     - 3) Facilities Department Report 11
     - 4) Technology Department Report 12
       - a. Health & Safety Report 13
     - 5) Transportation Department Report 14
3. **Recommended Resolutions**
   - A. B-10-26-4186 - Acceptance of Donations to Duluth Public Schools 15
   - B. B-10-26-4187 - Acceptance of Grant Awards to Duluth Public Schools 17
4. **Consent Agenda**
   - A. HR Staffing Report 18
   - B. Finances
     - 1) Financial Report 19
     - 2) Fundraisers 20
   - C. Bids, RFPs, and Quotes
     - 1) RFP #351 - OEMS Boiler Replacement (LTFM Funding) 21
5. **Miscellaneous Informational Items (no action required)**
   - A. Expenditure Contracts 23
   - B. No Cost Contracts 125
   - C. Change Orders Signed 156
   - D. Bond Closure - 2021D Facility Maintenance Bonds 198

Human Resources Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Human Resources
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Steven Johnson

Manager's Minutes:

- We are continuing to visit all sites by Thanksgiving. We've been to Congdon, Homecroft, Lakewood, Laura MacArthur, Lester Park, Lowell, Myers-Wilkins and Piedmont. We are at the sites to answer any HR questions, introduce ourselves and try to be available for staff questions.
- Working with our unions to have good relationships, we have regular meetings scheduled with the para union, the teacher union and the maintenance union.
- Leaves and finding subs or replacements is a challenge, because sometimes we don't have enough time to fill the opening before the leave
- Continuing referendum informational work, tabling at sites and open houses and attending discussions and Q&A's

What We're Working On:

- In November, Benefits and Innovo Benefits Administration will hold a meeting for retirees to discuss 2027 Open Enrollment and cost increases .

Upcoming Changes/Improvements to the Department:

- Our benefits team is taking on Leaves from start to finish and entering them into our system. In the past payroll did the entry, but we felt having the benefits team manage leaves entirely made more sense.

Staffing Report:

Certified Appointments: 8

Certified Leaves: 0

Certified Resignations: 3

Certified Retirements: 1

Certified Terminations: 2

Certified Presumed Resigned: 0

Non-Certified Appointments: 17

Non-Certified Leaves: 0

Non-Certified Resignations: 7

Non-Certified Retirements: 0

Non-Certified Terminations: 2

Non-Certified Presumed Resigned: 1

Displacements: 1

Open Positions:

Certified:	**Non-Certified:**
Teacher (6) *Duluth Adult Education (1)* *Special Education (1)* *Elementary (2)* *High School (2)* .	**Administration/Management (1)** *Special Services Supervisor (1)* **Child Nutrition (3)** *Nutritional Service Asst. (3)* **Clerical (1)** *Office Support Specialist- Senior (1)* **Maintenance (11)** *Custodian I/II/III Float (3)* *Engineer II (2)* *Engineer IV (1)* *Master Electrician (1)* *Second Shift Engineer I (3)* *Utilities (1)* **Paraprofessional (21)** *Certified/Pre-Cert Sign Language Interpreter (5)* *Health Assist/LPN Para (1)* *Pre-School Program Para (1)* *ECSE Program Para (1)* *SpEd Building Wide Para (3)* *SpEd Program Para (4)* *SpEd Student Specific Setting III Para (6)* **Non-Licensed-Hourly (6)** *Hourly Substitute (1)* *Playground/Cafeteria Monitor (5)* **Activities/Athletics (3)** *Nordic Ski- Head Coach (1)* *Baseball- Head Coach (1)* *Generic Co-Curricular (1)*

Enrollment Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	MARSS | Business Services
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Philip Paulson

What We're Working On:

- Finalizing FY26 End-of-Year (EOY) MARSS data reporting ahead of the December completion deadline.
- Successfully executed the October 1st Child Count snapshot to support FY27 Compensatory Revenue allocations and Special Education Tuition Billing.
- Processing Fall MDE discrepancy reports and validating student records.
- District Enrollment Center personnel have transitioned to managing routine mid-fall student mobility and continuing to process applications as they come in.

Enrollment Reports

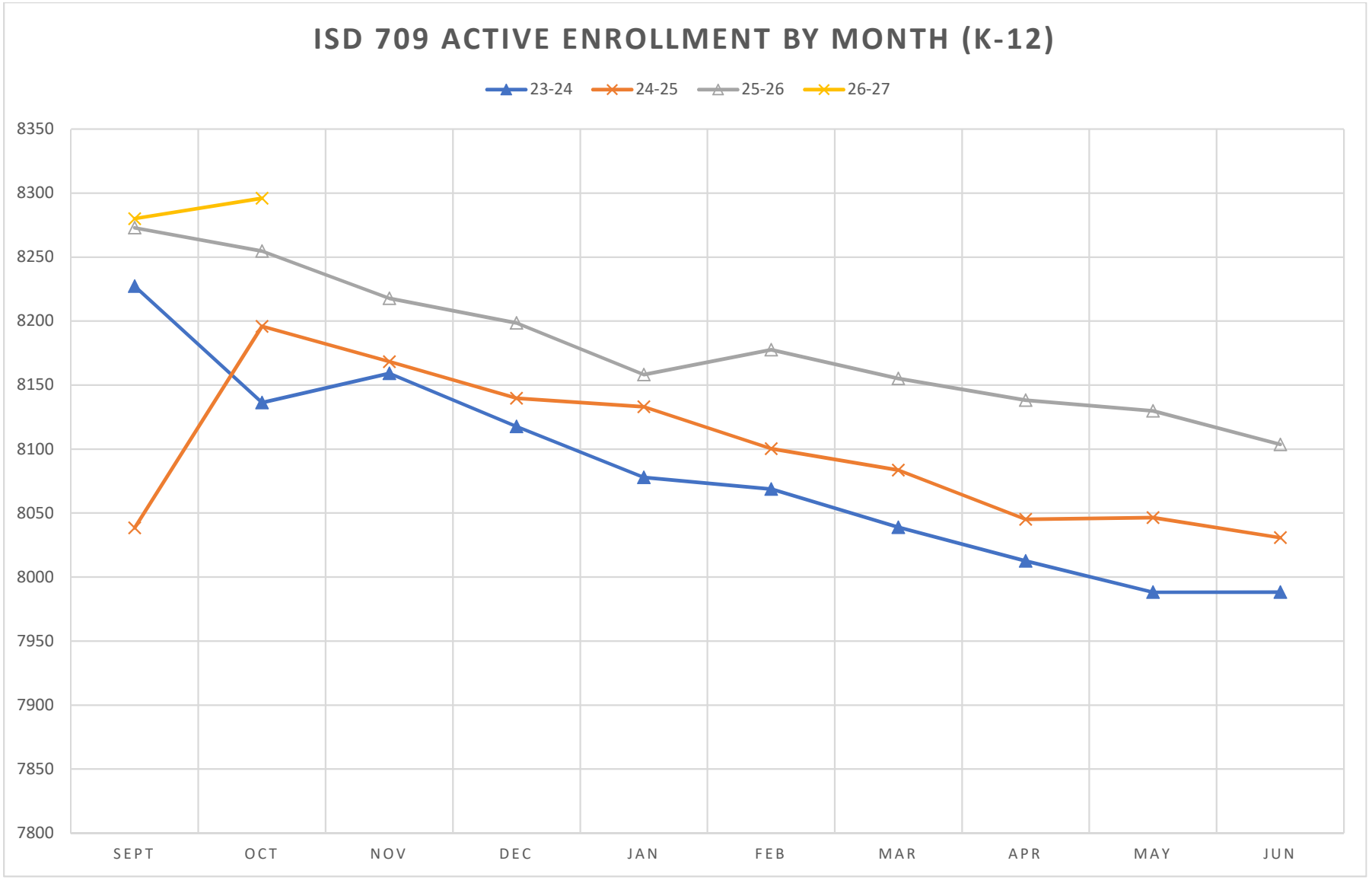
- K-12 enrollment stands at an average daily membership (ADM) of 8,295.94 for the month of October.
- Overall student enrollment increased from the month of September, maintaining consistent year-over-year levels compared to October 2025.

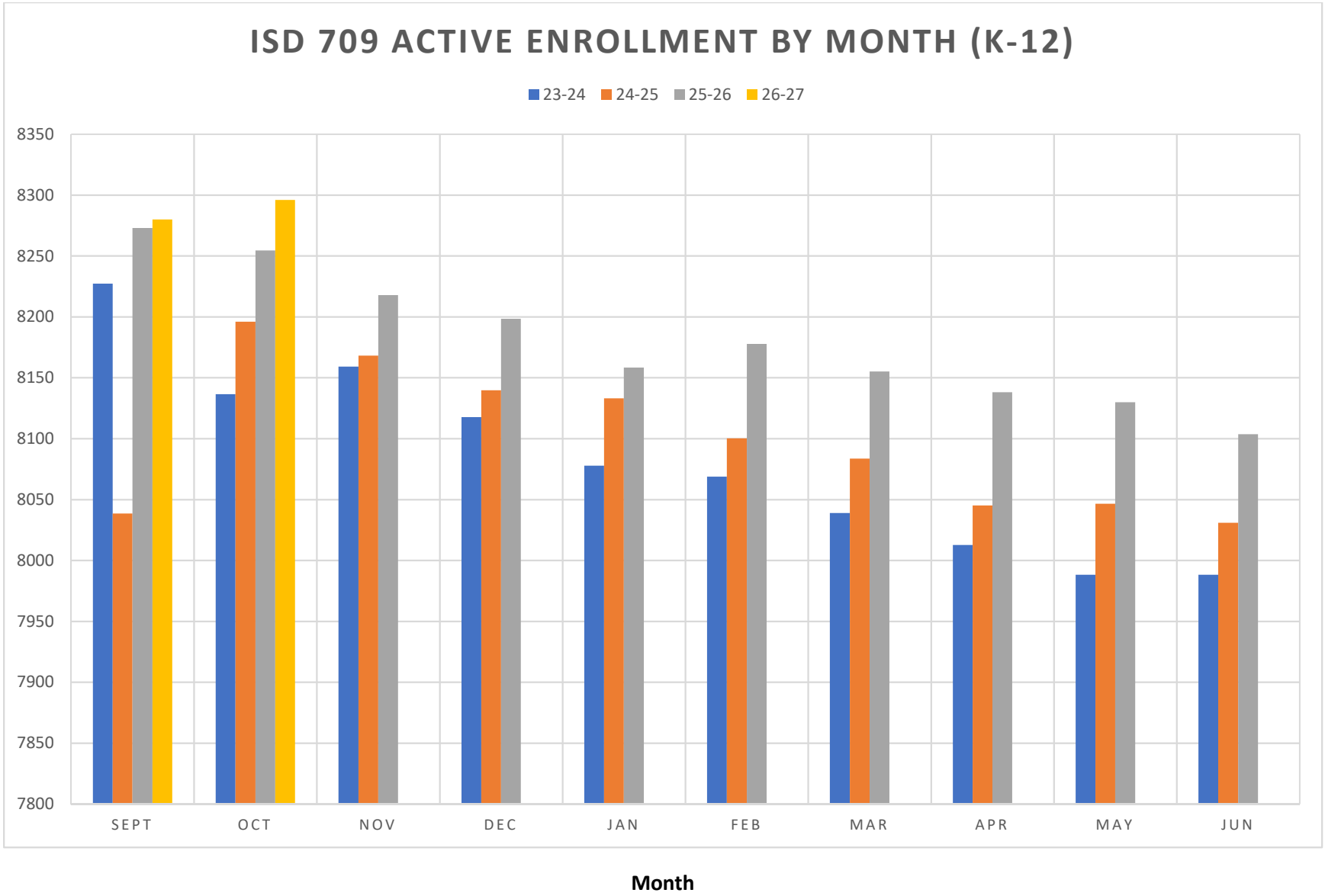
2026-2027 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
435 - Congdon Park	463.86	396.00	67.86	67.00	82.00	84.00	81.00	82.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
475 - Homecroft	460.00	385.00	75.00	83.00	72.00	73.00	76.00	81.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500 - Lakewood	238.00	197.00	41.00	36.00	40.00	34.00	41.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510 - Lester Park	491.00	417.00	74.00	86.00	79.00	80.00	94.00	78.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520 - Lowell	334.00	284.00	50.00	46.00	62.00	60.00	55.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
521 - Lowell Sp Immersion	179.00	147.00	32.00	32.00	38.00	24.00	28.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
525 - Laura MacArthur	246.00	206.00	40.00	41.00	40.00	40.00	38.00	47.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
540 - Myers-Wilkins	437.00	368.00	69.00	73.00	81.00	75.00	63.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
550 - Piedmont	409.00	342.00	67.00	78.00	66.00	71.00	65.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
565 - Stowe	223.00	198.00	25.00	41.00	36.00	45.00	38.00	38.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
225 - Lincoln Middle	692.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.00	223.00	237.00	0.00	0.00	0.00	0.00
335 - Ordean East Middle	1149.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	386.00	404.00	359.72	0.00	0.00	0.00	0.00
650 - AE Online	180.76	0.00	**575 Total Students, 41 Open-Enrolled, 64 FT & 470 PT Duluth Students, average enrollment is 0.31 or about 3 classes**								00	0.28	8.07	28.76	69.44	74.21
215 - Denfeld	1004.88	0.00									00	0.00	299.43	237.57	235.47	232.41
220 - East	1482.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.21	373.53	362.67	346.49
81 - Merritt Creek Academy	73.00	22.00	2.00	2.00	6.00	2.00	7.00	5.00	9.00	6.00	8.00	10.00	10.00	5.00	1.00
621 - ALP	95.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	23.00	70.44
575 - Chester Creek Academy	27.25	17.00	0.00	1.00	2.00	3.00	9.00	2.00	4.00	1.00	0.00	2.00	2.00	0.25	1.00
580 - Rock Ridge Academy	25.00	8.00	1.00	2.00	3.00	0.00	1.00	2.00	3.00	0.00	2.00	3.00	4.00	2.00	2.00
599 - STEPS Program	10.13	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	1.00	1.71	2.00	1.71	1.71
605 - Arrowhead Academy	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	2.00	3.00	9.00	5.00
615 - Bethany Crisis Shelter	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	0.00	0.00
630 - Superior Academy	22.00	6.00	0.00	0.00	2.00	1.00	2.00	1.00	4.00	2.00	3.00	1.00	2.00	2.00	2.00
689 - Pathways	6.00	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	6.00
699 - LIFE Program	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	1.00
950 - The Bridge	21.00	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	21.00
Total:	**8295.94**	**2994.00**	**543.86**	**588.00**	**610.00**	**592.00**	**598.00**	**606.00**	**638.00**	**637.00**	**614.00**	**727.42**	**666.86**	**710.54**	**764.26**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	M to M	YTD	FROM	FROM	FROM
2026-2027	25-26	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Oct '25	Current Month-Oct '25
435 - Congdon Park	487.67	463.00	463.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.86		0.86	**-23.81**	484.00	**-20.14**
475 - Homecroft	462.00	461.00	460.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	**-2.00**	465.00	**-5.00**
500 - Lakewood	244.00	239.00	238.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	**-6.00**	243.00	**-5.00**
510 - Lester Park	515.00	491.00	491.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**-24.00**	519.00	**-28.00**
520 - Lowell	311.00	334.00	334.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**23.00**	303.00	**31.00**
521 - Lowell Sp Immersion	181.00	179.00	179.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**-2.00**	182.00	**-3.00**
525 - Laura MacArthur	250.65	250.00	246.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		-4.00	**-4.65**	255.00	**-9.00**
540 - Myers-Wilkins	452.00	439.00	437.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	**-15.00**	462.00	**-25.00**
550 - Piedmont	401.00	410.00	409.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	**8.00**	400.00	**9.00**
565 - Stowe	246.00	225.00	223.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00	**-10.14**	-2.00	**-23.00**	233.00	**-10.00**
225 - Lincoln Middle	685.86	706.82	692.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-14.82		-14.82	**6.14**	698.86	**-6.86**
335 - Ordean East Middle	1119.34	1150.11	1149.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.39	**-15.21**	-0.39	**30.38**	1130.27	**19.45**
650 - AE Online	172.92	164.08	180.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.68		16.68	**7.84**	112.16	**68.60**
215 - Denfeld	918.04	1000.59	1004.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.29		4.29	**86.84**	1000.41	**4.47**
220 - East	1360.76	1480.18	1482.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.72	**23.69**	2.72	**122.14**	1460.81	**22.09**
081 - Merritt Creek Academy	88.00	69.00	73.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	**-15.00**	83.00	**-10.00**
621 - ALP	71.86	100.72	95.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.28		-5.28	**23.58**	81.00	**14.44**
575 - Chester Creek Academy	32.00	29.25	27.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	**-4.75**	30.00	**-2.75**
580 - Rock Ridge Academy	45.00	24.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	**-20.00**	43.00	**-18.00**
599 - STEPS Program	0.00	10.28	10.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.15		-0.15	**10.13**	0.00	**10.13**
605 - Arrowhead Academy	13.00	18.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	**9.00**	24.00	**-2.00**
615 - Bethany Crisis Shelter	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**-1.50**	0.50	**-0.50**
630 - Superior Academy	27.00	6.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00		16.00	**-5.00**	20.00	**2.00**
689 - Pathways	0.00	6.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**6.00**	0.00	**6.00**
699 - LIFE Program	0.00	2.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	**3.00**	0.00	**3.00**
950 - The Bridge	18.00	22.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00	**17.57**	-1.00	**3.00**	24.58	**-3.58**
Total:	**8103.60**	**8280.03**	**8295.94**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**15.91**	15.91	**192.34**	**8254.59**	**41.35**
Change		176.43	15.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
Duluth Adult Education		361.00	414.00									53.00					

2026-2027 Month to Month Enrollment Changes by Grade

Month to Month 2026-2027	Total Sep	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	115.05	231.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.01		116.01	173.06
PK	17.95	18.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.99	117.00	0.99	18.45
KA	132.00	140.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.86		8.86	136.43
KG	410.00	403.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.00		-7.00	406.50
1	595.00	588.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.00		-7.00	591.50
2	612.00	610.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	611.00
3	591.00	592.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	591.50
4	594.00	598.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	596.00
5	608.00	606.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	607.00
6	640.33	638.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.33	-6.47	-2.33	639.17
7	642.07	637.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.07		-5.07	639.54
8	613.81	614.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.19	-4.88	0.19	613.91
9	707.12	727.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.30		20.30	717.27
10	649.72	666.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.14		17.14	658.29
11	713.69	710.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.15		-3.15	712.12
12	771.29	764.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.03	27.26	-7.03	767.78
K 12 Total:	8280.03	8295.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.91	15.91	8287.99
Change		15.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
23-24
24-25
25-26
26-27
8350
8300
8250
8200
8150
8100
8050
8000
7950
7900
7850
7800
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Active Students
Month


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
23-24
24-25
25-26
26-27
8350
8300
8250
8200
8150
8100
8050
8000
7950
7900
7850
7800
Active Students
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Month

Child Nutrition Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Child Nutrition
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Sheila Oak

What We're Working On:

- Getting all food programs off to a solid start. Averaging 2500 breakfasts and 5100 lunches being served on average per day. We are also running after-school snacks programs at 8 schools.

Staffing Report:
We have 10 jobs open. They are located at:

East–2 jobs
Denfeld–2 jobs
Ordean-1 job
Lincoln-1 job
ALP/District Wide Manager- 1 job
Stowe-1 job
District Wide Assistant-1
Congdon Park-1

1 Recent hire- Manager at Rockridge Academy–Monika Lee

Facilities Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Facilities
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Bryan J. Brown

Current Facilities Projects

- Completing final touches at the DCES building.
- Planning roofing projects scheduled for next summer.
- Preparing Request for Proposals (RFPs) for upcoming boiler replacements at Ordean.
- Permanently re-installing the cornerstone following the Denfeld High School 100-year celebration.
- Replacing the septic tank at Lakewood Elementary.

Maintenance, Operations & Compliance

- Submitted all required stormwater management reports to the City of Duluth.
- Developing plans to address sprinkler system deficiencies across most district sites.
- Completed annual chiller shutdown inspections.
- Preparing for upcoming annual boiler maintenance and required insurance inspections district-wide.

Staffing & Workforce Development

- Actively recruiting to fill ongoing open positions and utility support roles across facility buildings.

Partnered with the Minnesota Department of Labor and Industry (coordinated by Heather Morberg) to host boiler licensure testing at the DSC in November and December, providing local testing convenience for staff.

Technology Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Technology
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

- Much of the month of September was spent addressing start-of-the-year needs here in the district and leading network staff members through a major project. Outside of this, I participated in two brief professional development activities. First, I attended the Educator's AI Summit at St. Mary's University in the Twin Cities with several curriculum leaders. I also spent a day at the School Law Seminar where AI and data privacy were among the topics discussed. Advice related to AI policy adoption was shared and will be further reviewed by our district this year. The district's Technology Task Force also had its first meeting. The group discussed its proposed work for the year ahead and heard a variety of valuable input from the members in attendance.

What We're Working On:

- Staff completed replacing a major piece of network equipment this month. This was a budget-driven project that will result in lower ongoing licensing and support renewal costs for the district in future years. This project was completed by our network team members within the technology department in collaboration with an outside consultant.
- The district's first iPads have been made available in general education classrooms. The initial rollout consists of about a dozen grant-funded devices split between two art classrooms. The district has previously used iPads only for Special Services needs.
- The 50 new interactive flat panel displays installed this summer at Ordean East Middle School are working well in their first month of use. Our technology team is finalizing a decision surrounding the specific product to deploy at Lincoln Park Middle School as we move forward with replacing their Smartboards and projectors later this fall and winter. We expect to reach a decision prior to the end of October and foresee installation work at Lincoln beginning in November.

Staffing Report:

- Desktop System Specialist Jeremy Britton is resigning from his position; his last day with the district will be October 14.

Safety Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Safety
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	August Leopold

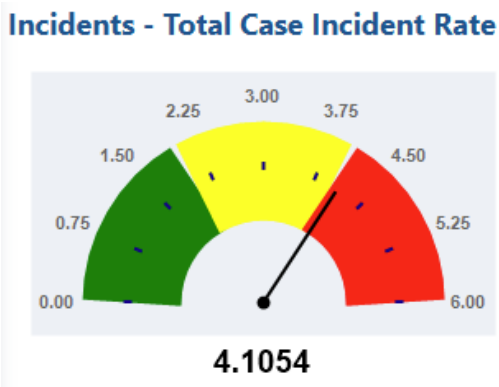
Health and Safety Topics:

- **Regulatory Requirements**
  - All faucets requiring remediation have been remediated except for one which is scheduled for Thursday, October 8th
  - Periodic (6 month) asbestos inspections are occurring for buildings that contain asbestos in accordance with AHERA
  - Well at Lakewood will be inspected later this month

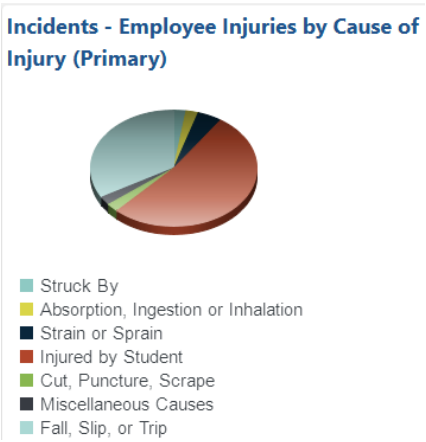
- **Trainings and Planning**
  - Fall playground inspections have been completed and corrections are under way
  - Supply requests from multiple buildings for first aid kit and e-kit refills have been completed

- **Employee Injury Update for September**
  - Our total case injury rate (TCIR) for September 2026 was 4.11. Our year to date TCIR is now 2.33. We had 16 reports of injury in September, of which three were recordable. Two of these injuries involve student violence against our staff, the other was due to a trip.

September



Year to Date



Transportation Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Transportation
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Jeremy Kasapidis / Joe Killian

What We're Working On:

Key Operational Challenges:

- Daily Route Coverage: Managing morning and afternoon routes requires routers to split their workdays, disrupting standard workflow. Voyageur encounters similar staffing pressures, though they continue to provide support where feasible.
- Fleet Maintenance: Bus availability is continually strained by an aging vehicle fleet, ongoing parts shortages, and the requirement to pull mechanics from maintenance duties to drive active routes.

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	DSGW Architects	$200.00	Denfeld 100 Year Celebration	
Denfeld	ICS Consulting, LLC	$500.00	Denfeld 100 Year Celebration	
Denfeld	CMTA, Inc.	$500.00	Denfeld 100 Year Celebration	
Denfeld	Quality Collision	$500.00	Denfeld 100 Year Celebration	
Denfeld	Northland Consulting Engineers, LLP	$250.00	Denfeld 100 Year Celebration	
Denfeld	William Rhodes and Virginia Temple-Rhodes	$104.00	Denfeld Volleyball	Part of volleyball team fundraiser
Denfeld	Growth Strategies, Sascha Mansson	$500.00	Denfeld Volleyball	
Denfeld	A1 Landscaping LLC	$200.00	Denfeld Volleyball	
Denfeld	Western National Bank	$500.00	Denfeld 100 Year Celebration	
Districtwide	NAACP Duluth Branch	$750.00	Unity In Our Community	
Districtwide	Peace United Church of Christ	$1,000.00	Unity In Our Community	

Districtwide	Superior Choice Credit Union	$500.00	Unity In Our Community	
Headstart	Amanda Fitzsimmons	In-kind		Items donated: 11 nap cots: valued at approx. $250.00 had we had to buy them
Laura MacArthur	Nancy Elmore	In-kind		Previous Laura Mac School secretary for 25 years - building/classroom supplies (misc.)
Laura MacArthur	Centricity Credit Union	In-kind & $300.00	Building/Classroom supplies	they did a school supply drive and chose our school to receive the fund and supplies to donate
Laura MacArthur	Donald Harstad	In-kind	Misc. classroom supplies	previous Laura Mac Family
Laura MacArthur	Salem Lutheran Church	In-kind	Snacks for classroom	Salem Lutheran Church had a snack drive and brought s a very generous donation of snacks for our building - they partnered with Erika Drengler our amazing Phy Ed teacher. This is something our building is always in need of and greatly appreciate.
Myers-Wilkins	Myers-Wilkins Elementary PTO	$11,340	PlayWorks Youth Leadership Program	
Myers-Wilkins	Office Depot	$1,566.76 gift card to Office Depot	Office Depot	Sorry it is late; it came in over the summer and got missed in the chaos of the start of the year.
Ordean-East	Lutheran Church of Good Shepherd	In-kind	Bin of snacks	once snack bin is empty the church replenishes it another time throughout the school year.
Stowe	Donors Choose	In-kind	Kim Eaton - Donors Choose	Classroom supplies
Stowe	Kids In Need Foundation	In-kind	For teacher use	Supply a teacher kit

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Arrowhead Library System	Anna Rose	Lester Park Media Center	$250.00	Library Signage

HUMAN RESOURCES ACTION ITEMS FOR: October 12th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
AQUINO SANTANA, JORGE Y	LTS SOCIAL STUDIES/EAST, (BA) III, 1, 1.0, MCDONALD R.	09/02/2026
ECKHOFF, JACY I	24 HOUR POST LTS ART TEACHER/ROCKRIDGE,(BA) III, 2, 1.0, SCHROEDER O.	09/14/2026
FITZGERALD, DIANE L	LTS GUIDANCE COUNSELOR/DENFELD, (MA) IV, 9, 1.0, HAMM-DIGATONO L.	09/10/2026
LOMMEL, ADRIENNE M	SPED SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 1.0, HOLECEK T.	09/14/2026
MATTISON, ANDREA E	24 HOUR POST PRESCHOOL/HEADSTART TEACHER/ DISTRICT WIDE, (MA) IV, 9, 1.0, MCNEIL D.	09/28/2026
RICHARDSON, TRISTAN N	SPED EBD RESOURCE TEACHER/DENFELD, (BA) III, 1, 1.0,	09/14/2026
SOLOMON, JESSICA L	SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 1.0, WOHLWEND A.	10/07/2026
WILD, CHRISTINA R	SPED SETTING IV STEPS TEACHER/ROCKRIDGE, (PHD) V, 9, 1.0	09/09/2026

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
VAN LOON, GRACE G	SPED ELEMENTARY RESOURCE - CONGDON PARK ES	10/2/2026
WELHOUSE, CASSIDY R	SPED SECONDARY RESOURCE - DENFELD HS	9/9/2026
WOHLWEND, ALEXANDRA A	SPED SCHOOL NURSE - EAST HS	10/14/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
ANTONICH, BRENDA L	GRADE 1 - HOMECROFT ES	06/11/2027

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ANDERSON, CASSANDRA D	HEALTH ASSISTANT/LPN PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, $27.78/HR, TAPPER L.	9/24/2026
ANDERSON, JEANNE E	OFFICE SUPPORT SPECIALIST INTERMEDIATE/DSC, 40/52WKS, $20.25/HR, ROY A.	09/14/2026
BOYER, LINDA M	NUTRITIONAL SERVICE ASST/DENFELD, 30/38WKS $16.31/HR, CONLEY T.	09/03/2026
BUTLER, RYAN L	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, $19.62/TREMBLE, J	09/28/2026
DANILUK, MICHAEL A	CUSTODIAN/ORDEAN EAST, 40/52WKS, $18.59/HR, CHRAPKOWSKI S.	09/14/2026
EVERETT, GINA M	BUS DRIVER II/TRANSPORTATION, 40/38WKS, $24.49/HR	09/04/2026
FORTIN, JACQUELYN R	SPE SETTING III PROGRAM PARA/LAURA MACARTHUR. 31.25/38WKS, $21.90/HR, GANZ V.	09/17/2026
GEARY, SAVANNAH W	HOURLY DISHWASHER/LAURA MACARTHUR, UP TO 12HRS/38WKS, $14.00/HR	09/14/2026
HOLSTROM, ERICA T	SPED STUDENT SPECIFIC SETTING III PARA/LESTER PARK, 31.25/38WKS, $21.90/HR,	09/29/2026
KAETER, CYNTHIA L	HOURLY MONITOR/LAKEWOOD, UP TO 23HRS/38WKS, $15.00/HR	09/28/2026
KASZA, ALIZ	HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, $15.00/HR	09/30/2026
KEARLEY, VALERIE G	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $22.12/HR, BONDESON M.	09/28/2026
KIER-FICKEN, KARISSA A	CULTURAL IMMERSION PARA/LOWELL, 40/52WKS, $23.02/HR, KINGFISHER B.	09/28/2026
LARSON, ELIZABETH J	SPED BUILDING WIDE PARA/LAKEWOOD, 33.75/38WKS, $20.80/HR, ONNEN J.	09/09/2026
OSCAL ORREGO, EMELY D	SPED SETTING III PROGRAM PARA/LINCOLN PARK, 33.75/38WKS, $22.12/HR, FLEGEL T.	09/09/2026
SEXTON, MADISON N	SPED SETTING III PROGRAM PARA/LAURA MACARTHUR, 33.75/38WKS, $21.90/HR, FULLER H.	09/16/2026
SILVER, LISA M	NUTRITIONAL SERVICE ASST/EAST, 30/38WKS, $16.31/HR	09/24/2026

NON-CERT RESIGNATIONS	POSITION	EFFECTIVE DATES
BOLTS, WINN D	SCHOOL CUSTODIAN 1 - EAST HS	09/23/2026
GEHRING, JOSEPH G	HRLY CHILD NUTRITION HELPER - LAURA MAC	08/26/2026
LARSON, ELIZABETH J	SPED BW PARA - LAKEWOOD ES	09/29/2026
PETERSON, BETH A	CAFETERIA HELPER 1 - DENFELD HS	06/05/2026
SCHROEDER, ERIC J	SECOND SHIFT ENGINEER 1 - MYERS-WILKINS ES	09/18/2026
SILJENDAHL, CHRISTOPHER J	HEAD BASEBALL COACH - EAST HS	09/23/2026
THORNE, TRACY	CAFETERIA HELPER 1 - CONGDON PARK ES	09/29/2026

NON-CERT PRESUMED RESIGNED	POSITION	EFFECTIVE DATES
MIELKE, KRYSTA E	HRLY CAFETERIA HELPER - LAURA MAC	2/1/2025

NON-CERT TERMINATION	POSITION	EFFECTIVE DATES
BRUN, JULIE M	ENGINEER 2 - CONGDON PARK ES	9/23/2026
BLACK, MELANIE	REALEASED ON PROBATION- OSS-S LINCOLN PARK MS	9/30/2026

DISPLACEMENTS	POSITION	EFFECTIVE DATES
THOMAS, EMERSEN R	SPED CHILD SPEC SETTING III/IV - DCES	9/28/2026

Duluth Public Schools

HR/Business Services Committee Monthly Fund Balance Report
October 12, 2026 Committee Meeting

BUDGET SUMMARY

10/09/26

REVENUES	26-27 CURRENT YEAR ADOPTED BUDGET		26-27 CURRENT YEAR REVISED BUDG	26-27 RECEIVED TO YEAR TO DATE	26-27 RECEIVED ENCUMBERED	26-27 BUDGET BALANCE	Percent spent
	FUND	Jul-26	JULY 25-26	July -June	July -June	July -June	
General	1	$ 144,077,034.04	$ 144,077,634.04	$ 20,590,651.06	$ 65,898.16	$ 123,421,084.82	14%
Food Service	2	$ 6,283,279.34	$ 6,283,279.34	$ 44,470.34	$ -	$ 6,238,809.00	1%
Transportation	3	$ 3,892,699.02	$ 3,892,699.02	$ 1,199,131.18	$ -	$ 2,693,567.84	31%
Community Ed	4	$ 7,968,395.16	$ 7,968,395.16	$ 1,107,635.61	$ -	$ 6,860,759.55	14%
Operating Capital	5	$ 6,368,094.59	$ 6,368,094.59	$ 378,113.46	$ -	$ 5,989,981.13	6%
Building Construction	6	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund	7	$ 28,913,419.16	$ 28,913,419.16	$ 2,031,940.77	$ -	$ 26,881,478.39	7%
Trust Fund	8	$ 305,000.00	$ 305,000.00	$ -	$ -	$ 305,000.00	0%
Dental Insurance Fund	20	$ 1,201,126.00	$ 1,201,126.00	$ 285,849.27	$ -	$ 915,276.73	24%
Student Activity	79			$ 50,565.73	$ -	$ (50,565.73)	#DIV/0!
REVENUE	**TOTALS**	**$ 199,009,047.31**	**$ 199,009,647.31**	**$ 25,688,357.42**	**$ 65,898.16**	**$ - $ 173,255,391.73**	13%

EXPENSES	26-27 CURRENT YEAR ADOPTED BUDGET		26-27 CURRENT YEAR REVISED BUDG	26-27 EXPENSES TO YEAR TO DATE	26-27 EXPENSES ENCUMBERED	26-27 BUDGET BALANCE	Percent spent
	FUND	Jul-26	JULY 25-26	July - June	July -June	July - June	
General	1	$ 144,183,480.90	$ 144,385,229.71	$ 26,197,243.84	$ 4,665,553.26	$ 113,522,432.61	21%
Food Service	2	$ 6,364,884.00	$ 6,364,884.00	$ 456,064.83	$ 3,258,591.33	$ 2,650,227.84	58%
Transportation	3	$ 8,001,308.74	$ 8,001,308.74	$ 1,044,966.87	$ 561,997.70	$ 6,394,344.17	20%
Community Ed	4	$ 7,855,857.50	$ 8,006,966.50	$ 1,353,266.72	$ 48,679.09	$ 6,605,020.69	18%
Operating Captial	5	$ 5,995,679.92	$ 5,995,679.92	$ 3,067,110.44	$ 1,632,699.39	$ 1,295,870.09	78%
Building Construction	6	$ -	$ -	$ 4,439,638.32	$ 5,455,146.57	$ (9,894,784.89)	
Debt Service Fund	7	$ 28,453,464.48	$ 28,453,464.48	$ 1,199,582.42	$ -	$ 27,253,882.06	4%
Trust Fund	8	$ 285,842.00	$ 285,842.00	$ -	$ -	$ 285,842.00	0%
Dental Insurance Fund	20	$ 1,309,828.00	$ 1,309,828.00	$ 399,749.10	$ -	$ 910,078.90	31%
Student Activity	79		$ 447,726.76	$ 93,871.95	$ 26,197.60	$ 327,657.21	27%
EXPENSE	**TOTALS**	**$ 202,450,345.54**	**$ 203,250,930.11**	**$ 38,251,494.49**	**$ 15,648,864.94**	**$ - $ 149,350,570.68**	27%

September 2026 - Checks/ACHs Issued

	Starting #	Ending #	Amount
Checks	733243	733689	$ 3,327,092.45
EFTS (EOM)	4842	4870	$ 18,529,075.61
ACHs (PR & Emp Reimb)	238316	240877	$ 4,423,066.00

Extra Curricul	Fund 01 Prog 298
Revenue	$ 67,049.26
Expense	$ 54,053.32

Fundraisers Reported
September 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
East	Duluth East Girls Soccer	$900.00	Kwik Trip Car Wash Cards
East	Duluth East Dance team	$500.00	Butterbraids
East	Duluth East Dance Team	$400.00	25% of sales
East	Duluth East Dance Team	$3,000.00	Volunteering at event to receive percentage of sales
East	Duluth Dance Team	$500.00	Volunteering at event to receive donation.
East	Alpine: Boys and Girls	$8,000.00	Online Crowdfunding
East - Duluth East Bands	Duluth East Bands	$1,500.00	Betty's Pies
East	East Orchestra	$2,500.00	Wreath Sale
Lakewood	The 5th Grade Class	$3,980.00	Kwik Trip Carwash Cards
ECFE Program Districtwide	ECFE program district wide	$1,500.00	Barnes & Noble Book Fair
Stowe	Continuous Wolf Ridge fund - 5th grade lead, school wide purchases	$600.00	Beef sticks from Wrazidlo's Old World Meats

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **RFP 351 OEM BOILER REPLACEMENT**

Date: September 21, 2026

The RFP is for three (3) replacement boilers purchased for Ordean Middle School using state contracted pricing through TIPS (The Interlocal Purchasing System). Eliminating the need to go out for bid.

The RFP criteria was shared with SVL Incorporated (Schwab-Vollhaber-Lubratt Inc) who worked through Design Tree and TIPS to obtain three (3) replacement boilers.

VENDOR	**TOTAL**
SVL INC	**$223,200.00**

Bryan Brown, Facilities Manager and Simon Zunich, Executive Director of Business Services, accepted and awarded SVL Inc, meeting specifications. This LOM is for transparency purposes.

Program: Facilities

Fund Custodian: Bryan Brown

Kelly Durick Eder, Board Chair

SVL HYDRONIC SOLUTIONS

2920 Centre Pointe Drive, Roseville, MN 55113 | Phone: 651-481-8000 | Fax: 651-481-8621
3454 41st Street South, Fargo, ND 58104 | Phone: 701-356-0896 | Fax: 701-356-0899

www.svl.com | projects@svl.com

To:	Duluth Public Schools	Project:	Boiler Replacement Ordean East MS	Date:	9/24/2026
Attn:	Bryan Brown	Location:	Duluth, MN	SVL Quote #:	1250230H R1
Engineer:	Design Tree Engineering	Notes:	Rev1: Added RFP and removed Boiler Valves	Bid Date:	9/21/2026
Page(s):	1			Addendums:	0

TIPS AWARDED VENDOR

Certified Proposal Number: 23010401-MN-1250230
Proposal is in accordance with Region 8 ESC cooperative contract # 23010401
Duluth Public Schools TIPS Membership ID #: 464760
RFP #351

High Efficiency Condensing Boilers

(3) Fulton Endura XE – EXE-3000 Boiler with:

- ASME "H" Stamp, AHRI Certified, CSD-1 Compliant
- Stainless Steel Firetube Heat Exchanger, 208-240/1/60, 3000MBH Input
  - Fully Modulating Burner
  - Real-Time O2, Direct Spark Ignition System
  - Low Water Cut Off Probe with Manual Reset
  - Low and High Gas Pressure Switches
- Pure Control: Color Touchscreen Display, Integrated Lead-Lag

Gas regulators, vent limiters, supply header and outdoor air temperature sensors, condensate trap, condensate neutralizer, and optional BACnet included.

Factory startup & 1st year labor warranty included.

Clarifications:

- Pumps, pump starters, expansion tank, VFD's, disconnects, flue venting, valves, air separators, water side piping components **NOT** included.

Total net price, freight allowed..... $ 223,200.00

Sincerely,

Cliff Brown
Mady Paquet
SVL, Inc.
651-481-8000

05 E 335 865 380 530 000

Expenditure Contracts Signed
September 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
CDW	$432,000.00 *	Technology (DU)	Wi-Fi Licensing - E-Rate related purchase that the district previously agreed to. CDW is asking for this contract to be signed as the final step in the purchasing process. E-Rate will pay a portion of the annual prices
CDW	$92,019.60*	Technology (DU)	1-year renewal of licensing & support for our phone system
Duluth Area Family YMCA	$18,912.00*	TLE/ALC (DU)	Agreement with YMCA to provide physical education space to students attending ALC/AEO
Lake Superior College	TBD	TLE	CITS courses for SY 2026-27
Liang-pi Yang	$700.00*	TLE/OEE (DR)	Guest facilitator for Chinese New Year presentations to students at Laura MacArthur
Nate Smith	$500.00*	TLE/OEE (DR)	Guest facilitator for Native American Heritage Month and other cultural presentations for K-5 students
Lavenda Vann	$1,300.00*	TLE/OEE (DR)	Co-group leaders and advisor for Diamond and Pearls afterschool mentoring program
Christopher Davila	$500.00*	TLE/OEE (DR)	Guest facilitator for Hispanic Month for K-5 and other cultural presentations

Men as Peacemakers	$8,000.00*	TLE/MTSS (DR)	MAP's BEST (Be Equal Safe and Trustworthy) program presentations for SY 2026-27
First Witness Child Advocacy Center	$5,000.00*	TLE/MTSS (DR)	Child Sexual Abuse Prevention information to both teachers/staff, parents, children of DPS and ECFE sites upon request
Sped Forms, LLC	$35,214.30*	Special Services (DU)	SpEd Forms provides a customizable IEP software solution that helps educators save time, ensure compliance, reduce documentation, and efficiently manage special education plans
Lake Superior YMCA	Rates listed in contract	Special Services (DU)	Provide physical education services for special education students upon request
Mary Ann Marchel	$6,000.00*	Early Childhood (DR)	Provide group facilitation services for DPS ECFE program (Reflective Practice Teaching)
Playworks	$11,840.00*	Myers-Wilkins ES (DR)	PTA funding will cover the cost of this - Playworks helps kids to stay active and build valuable skills through the power of play by partnering with schools and community-based organizations.
Calland Metts	$3,000.00*	Denfeld HS (DU)	Denfeld Drama - Scenic Design Instructor
Thomas Thatcher	$400.0*	Denfeld HS (DU)	Denfeld Drama - Theater Tech

Customer Order Form
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: INDEPENDENT SCHOOL DISTRICT 709		
Quote ID: 4791493041		
Subscription Term Start Date: Align with Cisco Start Date	**Current Date: 9/18/2026**	**Quote Expiration Date: 10/17/2026**
Initial Subscription Term: See term length below*	**Subscription Payment: Annual**	**Auto Renew: No**

Cisco Enterprise Agreement Portfolio Summary

PORTFOLIO	PRODUCT	EXTENDED PRICE	PER PORTFOLIO
Networking Infrastructure	Cisco DNA Wireless	$432,000.00	$432,000.00
		Total	**$432,000.00**

Service Fee Summary

Period	Total Service Fees
Year 1	$86,400.00
Year 2	$86,400.00
Year 3	$86,400.00
Year 4	$86,400.00

Year 5	$86,400.00
Total Service Fee	**$432,000.00**

Cisco Enterprise Agreement Item Details

EA Suite	Product ID	Meter	Initial Purchase Qty	Commit Level	*NTE Eligible	Growth Included	Initial Purchase Net Unit Price	Initial Purchase Annual Unit Fee	Subscription Term Total Service Fee	Term Length (months)
Cisco EA 3.0 Portfolio: Networking Infrastructure										
Cisco DNA Wireless	E3N-AIRWLN-ED-A	License	1200	Full	Yes	No	$6.00	$72.00	$432,000.00	60

Not To Exceed (NTE) Pricing Schedule

Part Number	Meter	Per Metered Unit Per Month Cost	12 Months	24 Months	36 Months	48 Months	60 Months
E3N-AIRWLN-ED-A	License	$6.00	$72.00	$144.00	$216.00	$288.00	$360.00

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. **PAYMENT** - Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

3. **SERVICE SUSPENSION** - In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

4. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html, which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf, and the Buying Programs and Offer Descriptions at the following URL: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~buying-programs-supplemental-terms-and-offer-descriptions, and (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: Simone Zurich

Name: Simone Zurich

Title: Exec. Dir. Finance & Business Services

Date: 9/22/26

Customer Order Form
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: INDEPENDENT SCHOOL DISTRICT 709		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 12 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
EntW On-Premises Calling	1200	$76.28	Per Each	$91,540.80	$91,540.80
Unified Attendant Console Standard	3	$159.60	Per User	$478.80	$478.80
Total Service Fees		**$235.88**		**$92,019.60**	**$92,019.60**

INCLUDED ITEMS

Collaboration Flex Plan 3.0	1	
Expressway Version 15 Restricted Software	1	Per Each
Access Smart License (1)	240	Per User
File Storage Entitlement	28800	Per User
Unity Connection Smart License (1)	1440	Per User
Cloud Device Registration Entitlement	1440	Per User
On-Premises Smart License - EA (1)	1440	Per User
Pro Pack for Cisco Control Hub Entitlement	1440	Per User
Expressway Rich Media Session included with Flex (1)	240	Per Units
On-Premises SW Bundle v15	1	Per User
Common Area Smart License (1)	600	Per User
Messaging Entitlement	1440	Per User
Session Manager	1	Per User
Cisco Support Basic	1200	Per Each

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
SRST Endpoints (1)	2400		Per User		
Emergency Responder Smart License (1)	3600		Per User		

Initial Subscription Term Total : $92,019.60

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. **TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. The seller will collect applicable sales tax for the Webex service. If the Customer selects a Cisco Calling Plan service, the Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.

3. **PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

4. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and the Offer Descriptions at the following URL: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#-offer-descriptions-product (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: Simone Zunich

Name: Simone Zunich

Title: Exec. Dir. Business Services

Date: 9/28/26

Version Date: 9/1/2026

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

DULUTH AREA FAMILY YMCA
and Duluth ISD709
Service Agreement 2026-2027

This agreement between the Duluth Area Family YMCA (YMCA) and ALC - ISD 709, effective September 8, 2026 is intended to provide services to AEO/ALC students. Under this agreement, the Duluth YMCA agrees to provide:

- Youth memberships for 120 ALC students for the school year, beginning September 8, 2026, and ending August 31, 2027.
- Designated space for a physical education course 4 days per week: Mondays - Thursdays **2:10pm-4:15pm** beginning September 14, 2026. ALC will have access to: ½ gym and the 3rd floor studio with limited use in the Wellness Center.
- League/Intramural can be discussed throughout the school year at cost of $37.00 per hour per ½ gym space. This will be billed separately for "Club" purposes.
- Provide tools necessary for pre/post fitness evaluations for all students enrolled in a PE course.
- Additional instruction for PE students on Wellness Center equipment/activities can be provided at $38.00 per hour with a certified personal trainer.
- Use of the Youth Center Room for fitness purposes can be discussed throughout the school year at a cost of $16.00 per hour. This will be billed separately for "Club" purposes.
- The Climbing Wall can be scheduled at a rate of $40 per hour. Additionally, space in the Main Lap Pool can be scheduled outside of gym class time at a rate of $75 per hour. This will be billed separately for "Club" purposes.
- The Y welcomes the opportunity to provide additional resources for HCIS. Should additional programming be required, staffing fees will be at a rate of $25.00 to $45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting up a formal arrangement.

ALC – ISD709 agrees the following:

- All staff and students will be easily identified while in the Duluth YMCA for gym class.

For these services, ISD 709 agrees to pay $1,560.00 per month, September 8,2026 - December 31,2026, and $1,584 per month, January 1,2027 - August 31, 2027. A separate summer rate – June 7, 2027 – August 31,2027 may be negotiated.

The Y welcomes the opportunity to provide additional resources for ALC - ISD 709. Should additional programming be required, staffing fees will be at a rate of $25.00 to $45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting up a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date: 9/8/2026

Signature ISD 709 Representative

eric.stang@isd709.org

Date: 9/8/26

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

2026-2027

This contract is by and between ***Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811*** (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf **of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:
Lake Superior College (LSC) CITS Staff shall:
    - Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
    - Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
    - Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: https://www.minnstate.edu/system/asa/academicaffairs/cfc/
    - Communicate student eligibility requirements to the school district.
    - Process CITS registrations and send class lists to high school as soon as the registrations are complete.
    - Adjust records for student in accordance with add/drop and withdrawal policies.
    - Maintain registration, waiver, and grade records for all completed CITS classes.
    - Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcripted.
    - Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

    Lake Superior College Instructor Mentors shall:
    - Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
    - Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at https://www.lsc.edu/become-a-student/college-in-the-schools/handbooks/
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars ($3,000.00) per course per teacher per term. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 30, 2026 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details). ***There is no cost to the student.***

b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2026 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2026*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2027*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

   a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name:	Jennifer Larva
Title:	Director of Teaching, Learning and Equity - Secondary
Address:	215 N 1st Avenue East; Duluth MN 55802
Telephone:	218-336-8700 x 1007
E-Mail:	jennifer.larva@isd709.org

   b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name:	Stephanie Wainionpaa
Title:	College in the Schools Director
Address:	2101 Trinity Road, Duluth MN 55811
Telephone:	218-733-5916
E-Mail:	stephanie.wainionpaa@lsc.edu

   Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract 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. During an event of force majeure the parties' duty to perform obligations shall be suspended.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) Lisa Schlotterhausen Lisa Schlotterhausen (Aug 31, 2026 10:35:20 CDT)
Title Interim VP for Academic & Student Affairs
Date 08/31/2026

2. DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature) Simone Zunich Simone Zunich (Sep 21, 2026 11:04:51 CDT)
Title Exec. Dir. Finance & Business Services
Date 09/21/2026

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement) Nickoel Anderson Nickoel Anderson (Sep 22, 2026 12:56:42 CDT)
Title VP of Finance and Administration
Date 09/22/2026

Attachment A - 2026-2027 LSC CITS COURSES **Cost: $42,000.00**

The following 14 courses will be covered under this Concurrent Enrollment agreement:

AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
Denfeld	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
Denfeld	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
Denfeld	BIOL 1005	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140	Human Anatomy & Physiology I	4	Andrew Nissen	AY
Denfeld	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring
East	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
East	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
East	ART 1138	Ceramics I	3	James Carlson	Spring
East	BIOL 1005	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140	Human Anatomy & Physiology I	4	James Kyes	AY
East	Math 1150	Pre-Calculus	4	Rachel Breckenridge	AY
East	Math 1150	Pre-Calculus	4	Christy Fisher	AY
East	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Darcy Motschenbacher
District Contact Email	darcy.motschenbacher@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glockle
AEO Principal Email	Nathan.glockle@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Kelly Flohaug

East Principal Email	kelly.flohaug@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September , 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Liang-pi Yang 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th , 2026, and shall remain in effect until June 1st, 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.** Liang-pi Yang. Guest-Facilitator for Chinese New Year The contractor will facilitate presentations to students at Laura MacArthur elementary school; in addition ,will provide arts and craft activities for students, families and staff. Overall teaching the history and importance of Chinese culture.

3. **Background Check .** N/A

The 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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed $700. 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 care of the Office of Education Equity, ISD 709, 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: Liang-pi Yang , 2107 Ponderosa. Duluth Mn 55811

11. **Assignment.** The 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) The 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.

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 Identification Number	Date
Program Director		9/24/26 Date
Director of Business Service / Superintendent of Schools		9/28/26 Date

01 E 005 605 313 305 312

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Nate Smith, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th, 2026, and shall remain in effect until December 1st, 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.** Guest-Facilitator for Native American Heritage Month for K-5 and other cultural presentations. The contractor will provide facilitated lessons on History and activities and read out loud to students; In addition provide cultural activities for school staff.

3. **Background Check .** N/A

The 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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed (Five-hundred and 0/100 dollars). 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. 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: Nate Smith, 4404 Sawmill Road, Duluth, MN 55805.

11. **Assignment.** The 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) The 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.

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 Identification Number	Date
Initiator - (Contact with questions)		Date
Anthony Bucci Program Director		9/24/26 Date
Director of Curriculum and Instruction		Date
Simone Zuniga Director of Business Service / Superintendent of Schools		9/28/26 Date

01E 005 605 313 305 312

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 Identification Number	Date 9/29/24
Initiator - (Contact with questions)		Date
Program Director		Date 10/6/24
Director of Curriculum and Instruction		Date
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Lavenda Vann, 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 November 10th 2025 and shall remain in effect until March 3rd 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity,Self awareness skills, Volunteerism, building life skills, peer support. Lavenda will meet every Tuesday and Wednesday after school at sites Laura MacArhur and Piedmont elementary schools using pathways 2 success curriculum.*

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.

The 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 $ 1300 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: Office Education Equity , 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)

218 West Faribault street duluth , Mn 55803

11. **Assignment.** The 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. 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.

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
[signature]		10/E/25

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	313	305	312

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Davila, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th, 2026, and shall remain in effect until May 7th, 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.** Guest-Facilitator for Hispanic Month for K-5 and other cultural presentations. The contractor will provide facilitated lessons on History and activities and read out loud to students; In addition provide cultural activities for school staff.

3. **Background Check .** N/A

The 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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $30 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed (Five-hundred and 0/100 dollars). 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. 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: Christopher Davila, 1426 E 10th St, Duluth, MN 55805.

11. **Assignment.** The 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) The 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.

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 Identification Number	Date
Initiator - (Contact with questions)		Date
Anthony Bart Program Director		9/24/26 Date
Director of Curriculum and Instruction		Date
Erinne Zunich Director of Business Service / Superintendent of Schools		9/28/26 Date

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v MEMORANDUM OF UNDERSTANDING

Between the MAP Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between Men as Peacemakers (MAP) and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between Men as Peacemakers and ISD 709, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD 709 desires to increase the capacity of their prevention and conflict resolution services onsite at its schools;

WHEREAS, MAP desires to locate in ISD 709 to provide conflict resolution and prevention services for students.

THEREFORE, MAP and ISD 709 agree that it is in the best interest of Children and their families attending school in ISD 709 to enter into an understanding;

This MOU is to enable and structure the collaboration between MAP and ISD 709 in its implementation of creating educational successes for children by providing quality, culturally appropriate prevention services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of MAP and ISD #709

It is understood that MAP and ISD 709 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 MAP

1. Communication and Coordination with ISD 709: MAP 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 MAP and ISD 709 quarterly. MAP staff may 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. MAP will ensure that programming does not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission. MAP will ensure that services do not interfere with students receiving federally mandated IEP services from Special Education staff.

2. Service Delivery: MAP will develop and execute onsite programming at Lincoln Park Middle School, Denfeld High School, and other school sites that are identified and agreed upon, as follows:
    a. **Prevention Programming:** MAP's BEST (Be Equal Safe and Trustworthy) for Youth program is an innovative, interactive gender-based violence prevention program that engages youth (grades 6-12) as change agents in their schools and communities, using their gifts, strengths, and influence to shape their physical and social environments. BEST integrates community wisdom with evidence-based primary prevention strategies and best practices in restorative justice. BEST aims to:
        - Increase student connectedness to their communities (a CDC-identified primary protective factor against all forms of harm and violence)
        - Equip students with practical skills to co-create thriving communities through relationships/mentoring, dialogue, and strengths-based interactive activities.

    b. **Restorative Conflict Resolution Support:** In addition to prevention programming and services offered at all sites, MAP agrees to pilot the first phase of a holistic violence prevention and restorative conflict resolution approach, as outlined in the *Building Safe and Connected Schools* proposal. This pilot will be implemented at Denfeld High School, with the potential to expand to additional school sites based on the pilot's outcomes and available resources.

    This begins with a Community Mapping + Strengths and Conditions Assessment to inform planning and identify strategies that align with community needs. This agreement reflects a commitment to pilot the first phase of the proposed approach. In addition to the funding provided by the District, MAP will utilize existing grant resources and actively pursue supplemental funding to support ongoing implementation and sustainability.

3. Additional Programming: School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations or training with the MAP staff, and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. Parent Permission: MAP agrees to obtain parental permission for those students who wish to participate. ISD 709 agrees to provide a room/space as needed, facilitate relationship-building between MAP and relevant school contacts, and will engage in regular check-ins with MAP to ensure that programming is meeting student need.

5. Student Rights and Expectations: Students served by MAP programming in the Duluth Public Schools are clients of MAP and are subject to the same rights and responsibilities as clients served onsite at any MAP facility.

6. Staffing and Liability: MAP will employ and be responsible for its employees placed at ISD 709 Schools. MAP will maintain appropriate professional liability insurance.

7. Data Collection, Records, and Confidential Information: MAP will maintain attendance records for students served by MAP programming. MAP may collect and maintain deidentified student demographic information for the purposes of grant reporting. MAP will share student information with school staff when needed to best meet the needs of the student, and only after obtaining a signed written release by the student/responsible parent.

Role of ISD 709

1. Meet with MAP administrative staff to plan a system of programming delivery.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with MAP staff to develop a system to link and connect students that may be in need of conflict resolution services. The team will meet quarterly, or as requested, with MAP administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide MAP with a private meeting space, if needed, for programming with access to a telephone and internet connection.

4. Upon parental permission and MAP's request, MAP will be provided student schedules in order to meet with students for programming.

5. Obtain parental permission before referring students to MAP for services.

Independent Contractor

Both ISD 709 and MAP agree that they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

Accordingly, MAP shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of MAP's activities in accordance with this MOU, 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.

III. REIMBURSEMENT

There is no cost to the student for the services. ISD 709 will contribute a total of $8,000 for MAP's services. Payment will be made for the 2026-2027 school year.

IV. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-2-26 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Confidentiality. MAP 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 MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. 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.

Ownership of Materials. MAP owns all rights to programming and materials, but grants permission to ISD 709 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 MAP has provided, prepared, or utilized in performance of the terms of this MOU.

Background Check. *(applies to contractors working independent with students)*

MAP must provide an executed criminal history. MAP is precluded from performance of contract until the results of the criminal background check(s). If the MAP has already completed background checks for their business needs, MAP stipulates that the background checks are completed, current, and on file.

MAP also stipulates that any employees with disqualifying gross misdemeanor or felony will not work independently with ISD 709 students.

Indemnity and defense of the ISD 709. MAP hereby agrees to defend, indemnify and hold the ISD 709 harmless from all claims relating to its work pursuant to this MOU.

In the event that MAP breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by MAP to ISD 709 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 ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to MAP. All notices to be given by MAP to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Todd McGowan, 709 Portia Johnson Dr, Duluth, MN 55811

All notices to be given by ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Men as Peacemakers, Attn: Sean Elmquist, 123 W Superior St, Duluth, MN 55802.

Assignment. MAP shall not in any way assign or transfer any of its rights, interests or obligations under this MOU in any way whatsoever without the prior written approval of the ISD 709.

Modification or Amendment. No amendment, change or modification of this MOU shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This MOU, 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 MOU 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. MAP 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 MOU.

Conflict of Interest and Fiduciary Duty. All contractors doing business with ISD 709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709's website.

Cancellation. Either party shall have the right to terminate this MOU, without cause, upon (30) days written notice to the other party as provided for in this MOU.

_____ **Date:** _____

Sean Elmquist, Executive Director, Men as Peacemakers

Simone Zunich **Date:** 9/14/26

Simone Zunich, Executive Director of Business Services, ISD #709

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:

XXX 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	740	499	303	000
xx	x	xxx	xxx	xxx	xxx	xxx

__x_____Check if the contract will be paid using Student Activity Funds (Project AWARE)

_____Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cancellation. Either party shall have the right to terminate this MOU, without cause, upon (30) days written notice to the other party as provided for in this MOU.

Date: 9/10/26

Sean Elmquist, Executive Director, Men as Peacemakers

Simone Zunich Date: 9/14/26

Simone Zunich, Executive Director of Business Services, ISD #709

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:

XXX 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	740	499	303	000
xx	x	xxx	xxx	xxx	xxx	xxx

__x_____Check if the contract will be paid using Student Activity Funds (Project AWARE)

_____Check if the contract is a no-cost contract such as a Memorandum of Understanding

Agreement

THIS AGREEMENT, made and entered into this 1st day of September 2026, by and between By Independent School District #709, a public corporation, hereinafter called District, and First Witness Child Advocacy Center, 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 as of September 1, 2026 and shall remain in effect until July 30th, 2028, 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.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary and ECFE sites upon request.

3. **Background Check.** Not applicable

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

$5,000.00 (five thousand dollars and no cents) in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 parent/caregiver training meeting, 1 staff training meeting per site, and 1 social worker training district wide.

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: Todd McGowan, 709 Portia Johnson Dr, 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 First Witness, 1402 E 2nd St, Duluth, MN 55805

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.

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.

[signature]	41-1737291	9/3/26
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:

XXX 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	740	499	303	000
xx	x	xxx	xxx	xxx	xxx	xxx

____x___Check if the contract will be paid using Student Activity Funds (Project AWARE)

_____Check if the contract is a no-cost contract such as a Memorandum of Understanding

Simone Zunich

Executive Director of Finance & Business Services

9/14/26

Date

SPED FORMS, LLC
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License Agreement ("Agreement") is entered into between SpEd Forms LLC, a South Dakota limited liability company ("Licensor") and Duluth Schools ("Customer") on October 03, 2026 (the "Effective Date").

1. Definitions

a. ***Applicable Law.*** The term "Applicable Law" shall mean all applicable codes, laws, legislation, license, orders (including court orders), ordinances, rules, regulations, or other requirements imposed by a government authority. "Data Protection Law" means all Applicable Laws applicable to the Processing of Customer Data.

b. ***AI Features.*** The term "AI Features" shall mean any artificial intelligence-enabled functionality, tools, or services made available by Licensor as part of the Software, including functionality that generates, summarizes, suggests, transforms, or analyzes content.

c. ***AI Input.*** The term "AI Input" or "Input" shall mean any data, content, prompts, instructions, materials, or other information provided, submitted, or made available by or on behalf of Customer or its Authorized Users for use by or with the AI Features, including any portion of Customer Data included therein.

d. ***AI Output.*** The term "AI Output" or "Output" shall mean content, responses, results, or other material generated by or through the AI Features based on the AI Input.

e. ***Authorized User.*** The term "Authorized User" shall mean Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement, provided however, that Licensor reserves the right, acting reasonably, to object to and withhold approval of any specific consultant, contractor, or agent from acting as an Authorized User.

f. ***Confidential Information.*** "Confidential Information" shall mean information in any form or medium (whether oral, written, electronic, or other) that the disclosing party considers confidential or proprietary, including, information consisting of or relating to the disclosing party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the disclosing party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential." Confidential Information does not include information that: (i) is or becomes a matter of public knowledge through no breach of this Agreement; (ii) is lawfully available or received from a third party without confidentiality obligation; (iii) is authorized to be disclosed by a third party with the right to do so; or (iv) is independently developed by the receiving party without the use of, or access to, the disclosing party's Confidential Information.

g. ***Customer Data.*** The term "Customer Data" shall mean "personal data," "personal information," or equivalents as defined in applicable Data Protection Laws shared between Licensor and Customer in connection with this Agreement. In the absence of applicable Data Protection Laws, "Customer Data" shall mean any information relating, directly or indirectly, to an identified or identifiable natural person exchanged under this Agreement. Customer Data includes AI Input to the extent it contains or is derived from Customer Data but excludes AI Output except to the extent the Output includes Customer Data.

h. ***Software.*** The term "Software" shall mean the computer programs, code, databases, forms, and documentation related thereto on the Licensor's Website or as provided by the Licensor to the Customer. References to the Software includes any AI Features that Licensor makes available to Customer.

2. License and Services

a. ***Grant of License.*** Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use the following Software on Licensor's Website ***(check each applicable Software option)***:

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☑ SpEd Forms® ☑ MA Forms® ☐ 504 Forms® ☐ Health Forms
☐ MTSS Forms ☐ MA Services (See Exhibit B for provided services). ☐ AI Features
☐ Data Exchange Services (See Exhibit C for provided services)

In addition to the License, the Licensor provides standard training, customer reporting and data retrieval services in conjunction with the License. Any AI Features available as part of the Software may rely on third-party AI technologies.

b. ***Restrictions on Use.*** Customer agrees to use the Software only for Customer's own business. Customer shall not: (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software; (ii) copy, modify, or create derivative works or improvements of the Software; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software to any third parties; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (v) bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of their own access credentials; (vi) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are unlawful or injurious;(vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software, in whole or in part; (viii) access or use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any Applicable Law; (ix) access or use the Software for purposes of competitive analysis of the Software, the development, provision, or use of a competing software service or product or any other purpose that is the Licensor's determent or commercial disadvantage; or (x) otherwise access or use the Software beyond the scope of authorization granted in this Agreement. Customer shall not use AI Features to create content that violates Applicable Law or third-party rights, or to attempt to extract underlying models, training data, or system weights.

c. ***Modifications.*** Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software in its sole discretion. Customer acknowledges and agrees that its obligations under this Agreement are not contingent upon the delivery of any future functionality or features. Customer acknowledges that AI Features may evolve and that Output for the same Input may vary.

d. ***Material Terms and Conditions.*** Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement.

e. ***AI Features; Inputs and Outputs; Use of Data.*** (i) Ownership. As between the parties, Customer retains all right, title, and interest in and to Customer Data and AI Input provided by or on behalf of Customer. Customer is responsible for securing all rights necessary to provide AI Input. Subject to third-party rights in any underlying models and to any Customer Data contained in the Output, Licensor assigns to Customer its right, title, and interest, if any, in the AI Output generated specifically from Customer's AI Input. (ii) Data Use. Licensor may process Customer Data, AI Input and Output to provide the Software and AI Features, to maintain and secure the services, and to comply with law. Licensor will not use Customer Data, AI Input or Output to train third-party AI models. (iii) AI Disclaimers. Customer acknowledges that AI Output is generated autonomously by AI systems, may be inaccurate, incomplete, or inappropriate, and is not guaranteed to be correct or fit for any purpose. Customer is solely responsible for reviewing, verifying, and validating any AI Output and for exercising independent professional judgment in any decisions or actions taken in reliance on AI Output. Licensor does not control or guarantee the content of any AI Output and is not responsible or liable for decisions made based on AI Output.

3. Delivery, Installation, Data Conversion, Testing and Acceptance

a. ***Delivery.*** Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.

b. ***Testing.*** Customer shall have ten (10) days, commencing upon being given access to the Software on Licensor's website, to test the Software. (the "Testing Period"). Should the Software on Licensor's website not substantially comply with

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Customer's needs, Customer's sole remedy shall be to cancel this Agreement within the Testing Period and be refunded its License Fee. After the Testing Period expires, Customer will be deemed to have accepted the Software on Licensor's website and may only cancel this Agreement pursuant to Paragraph 14 below.

4. Fee

a. ***In General.*** In consideration for the license granted and services provided by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount of $35,214.30 (the "License Fee"). License and Data Exchange Services fees are billed annually in advance. MA Service fees are based on $1.28 per paid claim. Any pass-through third-party licensing or royalty costs will be recharged to Customer at Licensor's actual cost without markup and Licensor may backdate such charges to October 1, 2025.

b. ***Payment Terms.*** Payment in full shall be tendered within thirty (30) days of the execution of this Agreement. MA Services and pass-through costs will be invoiced in arrears and payable net thirty (30) days.

c. ***Taxes.*** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

d. ***Additional Services.*** If Licensor and Customer agree to additional services not otherwise specified in this Agreement (including but not limited to technical operational support and other consulting services), Customer may be required to pay additional fees for such services at Licensor's standard fees and hourly rate or as otherwise provided by a separate agreement between the Customer and Licensor. Customer shall also reimburse Licensor for reasonable, out-of-pocket expenses incurred in performing services under this Agreement at Licensor's actual cost without markup.

5. Customer Data

a. ***Customer Data.*** As between Licensor and Customer, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to rights and permissions granted in Section 5 (b).

b. ***Consent to Use Customer Data.*** Customer hereby irrevocably grants to Licensor all such rights and permissions in or relating to the Customer Data as are necessary or useful to Licensor to enforce this Agreement and exercise Licensor's rights and perform its obligations hereunder. Licensor shall retain the Customer Data it has received from Customer for only so long as necessary to perform its obligations under this Agreement, or as otherwise required under Applicable Law.

c. ***Responsibility for Customer Data.*** Customer represents and warrants that Customer owns or has obtained the necessary consents and rights related to the Customer Data, and Customer has the right to provide the Licensor the rights granted herein to use such Customer Data in accordance with this Agreement. Customer shall remain solely responsible and liable for the Customer Data and the use of the Customer Data as permitted herein. Customer shall provide all Customer Data requested by Licensor or as is necessary or required by law in a timely manner to provide the services hereunder and comply with applicable law. Customer represents and warrants that it has all rights necessary to provide AI Input and to use any AI Output in accordance with Applicable Law.

d. ***Data Security.*** Each party hereto shall maintain, and update as needed, policies and procedures for a comprehensive information security program designed in compliance with applicable Data Protection Law to detect, prevent and mitigate the risk of data security breaches, including but not limited to the employment of technical, organizational and physical safeguards to protect the Customer Data.

e. ***Compliance with Data Protection Laws.*** Each party hereto shall comply with the obligations applicable to it under the Data Protection Laws with respect to its processing and service of the Customer Data including the Family Educational Rights and Privacy Act.

6. Ownership

Except for the licensed rights expressly granted in this Agreement, this Agreement is not a sale of nor is it a transfer of any intellectual or proprietary rights in the Software. Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any and all intellectual property arising therefrom or otherwise provided to Customer in connection with the provision of the licensed rights, including, but not

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limited to any corrections, bug fixes, enhancements, updates, forms, database, process or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.

7. Confidential Information

Customer agrees that the Software contains proprietary information, including trade secrets, know-how and Confidential Information that is the exclusive property of the Licensor. During the period of this Agreement is in effect and at all times after its termination, Customer and its Authorized Users shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement.

Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an Authorized User of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information provided by the other party except as necessary to carry out the terms of this Agreement. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect the Confidential Information. Each party will treat AI Input and any Customer Data contained in AI Output as Confidential Information of Customer, subject to the use rights granted in this Agreement.

8. Use and Training

Customer shall limit the use of the Software to its Authorized Users who have been appropriately trained. Training by Licensor may be provided for an additional fee. Licensor may provide guidance on AI Features, but Customer remains responsible for configuring and using AI Features in accordance with Applicable Law and for validating AI Output.

9. Warranty

LICENSOR MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN SUBSECTION 3.b ABOVE, CUSTOMER ACCEPTS THE PRODUCTS "AS IS." AI FEATURES AND ANY AI OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." LICENSOR DOES NOT WARRANT THAT ANY AI OUTPUT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR USE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND VERIFYING ANY AI OUTPUT AND FOR EXERCISING PROFESSIONAL JUDGMENT BEFORE RELYING ON OR USING AI OUTPUT.

10. Limitations Period

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

11. No Consequential Damages

Licensor shall not be liable to Customer for indirect, special, incidental, exemplary, punitive or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement. Without limiting the foregoing, Licensor will have no liability arising from or related to AI Output or Customer's reliance thereon.

12. Limitation on Recovery

Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement within 12 months prior to a Customer's initial claim, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

13. Indemnification

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Licensor shall indemnify and defend Customer from and against any claims based upon a valid claim that the Software infringes on any copyright or patent; provided Customer promptly notifies Licensor of any such claim in writing, allows Licensor to control the proceedings and Customer fully cooperates with Licensor during such proceedings. In the event a court finally determines that the Software infringes on any United States copyright or patent, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement. To the extent not prohibited by Applicable Law, Customer shall, at its expense, indemnify, defend, save and hold harmless Licensor from any claim brought or filed by a third party against Licensor arising out of or related to (i) any failure by Customer, its employees or agents to act in accordance with this Agreement, (ii) the Customer Data, including any processing of Customer Data by or on behalf of the Licensor in accordance with this Agreement, (iii) any third-party or Customer employees, agents or contractors electronic or manual signatures provided by the Customer through the Software system in any way related to this Agreement or providing consent or approval to use, assignment or transfer Customer Data, and (iv) the release of Confidential Information covered under the Health Insurance Portability and Accountability Act of 1996, as further described in the Business Associate Addendum attached hereto and incorporated as Exhibit A (if applicable). Customer shall further indemnify and hold harmless Licensor from third-party claims arising from Customer's AI Input or use of AI Output, except to the extent caused by the Software as provided by Licensor infringing third-party rights.

14. Term and Termination

a. ***Effective Date.*** This Agreement and the license granted hereunder shall take effect on the "Effective Date", October 03, 2026.

b. ***Annual Renewal.*** This Agreement shall automatically renew each year on the anniversary of the Effective Date unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary of the Effective Date.

c. ***Termination.*** Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (each an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or
(ii) Upon a party giving notice of its intent to terminate this Agreement thirty (30) days prior to the anniversary of the Effective Date.

d. ***Procedure.*** Upon any expiration or termination of this Agreement the Licensor will remove Customer access to the Platform, cease the provision of any services and delete customer data in 30 days unless Customer engages Licensor to provide a data retention service based upon the Licensor's standard fees and hourly rate or as otherwise mutually agreed in writing by the parties. Within ten (10) days after termination of this Agreement, Customer shall return to Licensor, at Customer's expense, the Software and all copies thereof, delete or destroy all other copies of the Software, and deliver to Licensor a certification, in writing signed by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

e. ***Additional costs and services.*** Additional services provided in response to the termination of this agreement or a component thereof, will be confirmed in writing and charged at the Licensor's standard fees and hourly rate.

15. Assignment

Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

16. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, pandemics, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act
by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the

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business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

17. Notices

All notices under this Agreement are to be delivered to the Licensor at the address and to the individual below and to the Customer at the address set forth on the signature page hereof, or to any other address or individual as a party may designate by providing notice, by: (i) depositing the notice in the mail, using registered mail, return receipt requested; (ii) overnight delivery service; (iii) hand delivery; or (iv) electronic mail or facsimile.

The notice shall be deemed delivered

(i) if by registered mail, four (4) days after the notice's deposit in the mail;

(ii) if by overnight delivery service, on the day of delivery;

(iii) if by hand delivery, on the date of hand delivery; or

(iv) if by electronic mail or facsimile, on the next business day after the electronic notice was sent.

LICENSOR: SpEd Forms LLC

5000 S MacArthur Lane, Ste 109

Sioux Falls, SD 57108

Attention: Kelli Byrnes Email: kelli@spedforms.com

18. General Provisions

a. ***HIPAA.*** To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms and/or MA Services, then the parties shall be subject to the Business Associate Addendum attached hereto as Exhibit A and such terms shall be incorporated into this Agreement.

b. ***Complete Agreement.*** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. The Customer may not assign this Agreement to any party. The Licensor may assign this Agreement to any successors and assigns of the Licensor's business.

c. ***Amendment.*** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

d. ***Waiver.*** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

e. ***Severability.*** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

f. ***Governing Law.*** This Agreement and performance hereunder shall be governed by the laws of the State of South Dakota, without giving effect to principles of conflicts of laws. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the state of the Customer's location.

g. ***Independent Contractor.*** Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.

h. ***Counterparts.*** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

i. ***Survival.*** Notwithstanding any contrary provision in this Agreement, the provisions of this Agreement shall continue in force beyond the terms of this Agreement to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

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j. ***Read and Understood.*** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

k. ***Authorization.*** Each party represents and warrants that it has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on behalf of each Party certifies that he/she is duly authorized to execute this Agreement on behalf of such Party.

l. ***AMA License Requirements.*** Customer acknowledges that certain functionality may require licensing of American Medical Association (AMA) materials. (i) Pass-Through Costs. Any third-party AMA licensing or royalty costs applicable to Customer's use will be recharged to Customer at Licensor's actual cost without markup, invoiced in arrears, and may be backdated to October 1, 2025. (ii) Consent to Share Information. Customer authorizes Licensor to provide Customer's name and usage statistics related to AMA-licensed functionality to AMA on a semi-annual basis for compliance and reporting. (iii) Records and Audit. Customer shall maintain accurate records sufficient to verify compliance with AMA licensing requirements for a period of three (3) years and make such records reasonably available for audit by AMA (or its designated auditor) upon reasonable notice. (iv) To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms® then the parties shall be subject to the AMA End User Agreement attached hereto as Exhibit D and such terms shall be incorporated into this Agreement.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR	CUSTOMER
SpEd Forms LLC	Duluth Schools
SIGNATURE	SIGNATURE
Kelli Byrnes	Lora Thurston
PRINTED NAME	PRINTED NAME
President	Director, Special Services
TITLE	TITLE
09/09/2026	9/24/26
DATE SIGNED	DATE SIGNED
5000 S. MacArthur Lane #109 Sioux Falls, SD 57108	709 Portia Johnson Dr Duluth, MN 55811

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EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is entered into by and between the Customer (the "Covered Entity) as defined in the underlying Software License Agreement, and SpEd Forms LLC, a South Dakota limited liability company (the "Business Associate").

1. Definitions.

a. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

b. ***Business Associate.*** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean SpEd Forms, LLC, a South Dakota limited liability company.

c. ***Covered Entity.*** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party in this Addendum, shall mean the Customer to the underlying Software License Agreement.

d. ***HIPAA.*** "HIPAA" shall mean the security and private requirements reflected in 42 U.S.C. 1320d et.seq. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

e. ***HITECH Act.*** "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 et. seq. and such regulations as may be promulgated thereunder from time to time.

2. Obligations of Business Associate.

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

3. Restrictions on the Use and Disclosure of Protected Health Information.

Notwithstanding anything in the underlying Software License Agreement to the contrary, the Business Associate shall:

a. Not use or further disclose Protected Health Information other than permitted or required by this Addendum or required by law, or as permitted by the underlying Software License Agreement to the extent that such use or disclosure does not violate HIPAA or the terms of this Addendum;

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent the use or disclosure of Protected Health Information other than as provided for in this Addendum;

c. Report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum, or any security incident, of which it becomes aware, without reasonable delay but in no event later than ten (10) calendar days;

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Addendum;

e. Make available Protected Health Information in accordance with HIPAA;

f. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with HIPAA;

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g. Make available Protected Health Information required to provide an accounting of disclosures of an individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;

h. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary (or its delegate) for purposes of determining compliance with HIPAA;

i. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

j. Report to Covered Entity any Breach of Unsecured Protected Health Information known by Business Associate. Notice shall be in writing and provided to the Covered Entity without unreasonable delay, but no later than ten (10) calendar days following the discovery of the Breach, as defined by 45 CFR § 164.410.

k. At the termination of this Addendum, if feasible, return or destroy all Protected Health Information received from or created and received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retains no copies of such information or if such return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

4. Permitted and Required Uses and Disclosures of Protected Health Information

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software License Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

5. Covered Entity Obligations

a. Covered Entity shall notify the Business Associate, in writing, of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to or must comply with in accordance with 45 CFR 164.522, to the extent such restrictions may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify the Business Associate, in writing, of any limitation in the notice of privacy practices of the Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect the Business Associate.

c. Covered Entity shall notify the Business Associate, in writing, of any changes in, or revocation or, the permission by an individual to use or disclosure of his or her Protected Health Information, to the extent that such changes may affect the Business Associate.

d. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.

6. Term and Termination

This Addendum shall become effective as of the Effective Date of the underlying Software License Agreement between the parties (as that term is defined therein). This Addendum shall remain in effect until the earlier of (i) the date the parties mutually agree in writing to terminate this Addendum, or (ii) the date the underlying Software License Agreement is terminated. No separate notice shall be required to terminate this Addendum upon termination of the underlying Software License Agreement. Notwithstanding anything in the underlying Software License Agreement to the contrary, the Covered Entity may terminate this Addendum and the underlying Software License Agreement upon written notice to the Business Associate if the Covered Entity determines that Business Associate has violated a material provision of this Addendum and the Business Associate has not cured the violation within thirty (30) days of written notice by the Covered Entity that such violation has occurred.

7. Relationship to Underlying Agreement

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It is the intent of the parties that the terms of this Addendum be interpreted so as to cause the underlying Software License Agreement to comply with the privacy and security requirements of HIPAA. Accordingly, this Addendum shall amend the underlying Software License Agreement to the extent provided herein regardless of whether this Addendum formally satisfies the requirements of the underlying Software License Agreement for amendment of the underlying Software License Agreement. To the extent any provisions of this Addendum conflict with the terms of the underlying Software License Agreement, this Addendum shall govern.

8. Amendment

This Addendum shall automatically be amended to the extent minimally necessary to comply with any changes to HIPAA or HITECH, and no additional signatures of the parties shall be required to effect such amendment. Any other modifications to this Addendum may be accomplished only in writing and only by the mutual consent of the parties.

9. Miscellaneous

a. ***Mitigation.*** Business Associate shall, to the extent practicable, take all reasonable measures to mitigate any known harm caused by a use or disclosure that is not permitted by this Addendum.

b. ***Further Assurances.*** Each party hereto shall cooperate with the other and execute and deliver such other instruments and document and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Addendum.

c. ***Survival.*** Notwithstanding any contrary provision in this Addendum, the provisions of this Addendum shall continue in force beyond the terms of this Addendum to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

d. ***Severability.*** If any provision or application of this Addendum is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Addendum shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

e. ***Successors and Assigns.*** This Addendum shall be binding upon, and inure to the benefit of, Covered Entity and Business Associate and their respective representatives, successors and assigns.

f. ***Counterparts.*** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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EXHIBIT B
MA SERVICES

This Exhibit sets forth details regarding the services provided in respect of **MA Services.**

ITEM DESCRIPTION	INCLUDED
ENROLLMENT AND REVALIDATION (completion and submission of the district application with the state through the state's medicaid provider portal)	
MEDICAID ELIGIBILITY VERIFICATION (including ongoing submission, retrieval and processing, and manual verification, if necessary)	
DIRECT CLAIM SUBMISSION (using MA Forms, generation of X12 EDI (Electronic Data Interchange) batch files and interface with the state for claim submission)	
REMITTANCE ADVICE RECEIPT AND RECONCILIATION (includingLoading, importing and processing of the X12 EDI files, including balancing of submitted versus received)	
CHECK CLAIM STATUS (including denial review and resubmission, claim and service line level review of denied claims, which could result in resubmission. SpEd Forms will provide the District with direction on how to bring logs and/or claims into compliance)	
ANNUAL REPORT (prepare draft and submit the annual time and encounter report)	

NOT INCLUDED
MANUAL ENTRY (Will support the District with manual entry of service logs including PCA or Transportation trips)
DISTRICT FIRST TIME MEDICAID REGISTRATION (Will guide a District through the process of registering for Medicaid Reimbursement for the first time)
PROVIDER TRAINING (Will work with the District providers to assist with NPI and other DHS requirements)
QUARTERLY MANAGEMENT REPORTS (Provide quarterly management reports)
FINANCIAL DATA COLLECTION (Will work with the District to gather the financial data necessary for program oversight)
TRAINING AND EDUCATION (Education and general assistance in the processes associated with the State Medicaid Assistance Program)
AUDIT SUPPORT (Will work with the District to gather the data necessary for an Audit and generally provide support and direction)
POLICIES AND PROCEDURES (Will work with the District to review and keep up to date Medicaid Reimbursement Polices and Procedures.

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EXHIBIT C

DATA EXCHANGE SERVICES

This Exhibit sets forth details regarding the services provided in respect of **Data Exchange** Services.
By signing this agreement, the Customer authorizes SpEd Forms to exchange data in this way.

ITEM DESCRIPTION	INCLUDED
DATA IMPORT SETUP (Setup of functionality to import demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA IMPORT (Annual fee for regular import of demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA EXPORT SETUP (Setup of functionality to export Special Education data and finalized PDF documents from SpEd Forms to Customer)	
DATA EXPORT (Annual fee for regular export of Special Education data and finalized PDF documents from SpEd Forms to Customer)	

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EXHIBIT D
AMA END USER AGREEMENT TERMS

This American Medical Association ("AMA") End User Agreement is entered into by and between the Customer ("End User") as defined in the underlying Software License Agreement, and SpEd Forms LLC ("Licensee"), a South Dakota limited liability company. Except as otherwise expressly provided in this Agreement, all terms, conditions, definitions, representations, and warranties contained in the overarching Software License Agreement are hereby incorporated into this Agreement.

1. Definitions.

a. ***Licensed Content:*** Licensed content is the AMA Current Procedural Terminology (CPT®) Data File, which means content from the print publication Current Procedural Terminology, Fourth Edition and CPT Standard data file published by the AMA. This includes CPT codes.

b. ***Licensed Product:*** The licensed product is MA Forms® as defined in the underlying Software Agreement.

c. ***End User:*** End user includes an individual who: (i) accesses, uses, or manipulates the Licensed Content contained in the Licensed Product; or (ii) accesses, uses, or manipulates the Licensed Product to produce or enable an output (data, reports or the like) that could not have been created without the Licensed Content embedded in the Licensed Product even though the Licensed Content may not be visible or directly accessible; or (iii) makes use of an output of the Licensed Product that relies on or could not have been created without the Licensed Content embedded in the Licensed Product even though the Licensed Content may not be visible or directly accessible.

d. ***Billing Provider:*** A healthcare provider who renders medical services for which a fee is charged.

e. ***AMA Royalty Fee:*** Royalties shall be paid annually based on the number of Users, calculated as the Full Time Equivalent ("FTE") of Billing Providers.

f. ***Royalty Report Data Variables:*** Information the AMA may seek to review and audit includes Name of End User, City, State, Country of End User, Name of Parent Organization of End User and the basis of the AMA fee being FTE of Billing Providers for each year to 30 June.

2. Obligations of Business Associate.

(a) Licensed Content is copyrighted by the AMA and CPT is a registered trademark of the AMA.

(b) Licensee, as a party to a license agreement with the AMA, is authorized to grant End User a limited, non-exclusive, non-transferable, non-sublicensable license for End User to use Licensed Content in Licensee's Licensed Product(s), for the sole purpose of internal use by End User within the Territory. Upon termination or expiration of the Agreement between Licensee and AMA, Licensee shall notify End User. End User shall continue to have the right to use Licensed Content in the Licensee's Licensed Product(s) for the remainder of year of the then-current annual release (e.g., through the end of the applicable calendar year) ("End User Tail Period"). End User's continued use of the Licensed Content during the End User Tail Period is subject to End User's continued compliance with all its obligations under these terms. Upon the expiration of the End User Tail Period, the sublicense granted under these terms shall automatically terminate.

(c) The provision of updated Licensed Content in the Licensed Product(s) is dependent on a continuing contractual relationship between Licensee and the AMA.

(d) End User is prohibited from making Licensed Content publicly available; creating derivative works (including translating) of the Licensed Content; and transferring, selling, leasing, licensing, or otherwise making available the Licensed Content, or a copy or portion of Licensed Content, to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.

(e) End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at End User's sole risk and the Licensed Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA's Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.

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(f) End User is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the Licensee, of the same type as required of Licensee under this Agreement, currently three (3) years. End User consents to the release of such information to the AMA. End User further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require End User to submit or release information that would cause End User to be in violation of applicable federal or state privacy laws.

(g) End User must ensure that anyone with authorized access to the Licensed Product(s) will comply with the provisions of the End User Agreement.

(h) AMA shall be named as a third-party beneficiary of the End User Agreement.

(j) End User expressly consents to the release of its name to the AMA.

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Memorandum of Understanding (MOU)
Between Lake Superior YMCA and Independent School District 709 (ISD 709)

Purpose:
This MOU outlines the partnership between the Lake Superior YMCA and Independent School District 709 (ISD 709) for the provision of services to ISD 709's students utilizing the Duluth Area Family YMCA's facilities and services. This agreement establishes expectations, responsibilities, and financial arrangements to support program participants with access to the YMCA facilities and programming in alignment with their goals.

1. Parties Involved:
Lake Superior YMCA:
The YMCA at the Essentia Wellness Center Branch (YEWC)
Downtown Duluth YMCA Branch (DTY)
Independent School District 709 (ISD 709)

2. Duration of Agreement:
This MOU is effective from **September 1st, 2026, through August 31st, 2027**, unless amended or terminated as provided within this agreement.

3. Scope of Services:
Under this MOU, ISD 709 will have access to specified YMCA facilities and programs at YEWC/DTY. These may include but are not limited to the aquatics area, gymnasium, and designated activity areas, as agreed upon by both parties. Access aims to support physical, social, and educational development.

4. Responsibilities of Each Party:
- **ISD 709 Special Education:**
  - Coordinate student schedules, staffing, and transportation to the YEWC/DTY.
  - Ensure proper supervision of students during YMCA activities and compliance with YMCA facility guidelines.
  - Provide the YMCA with a list of student participants and any necessary information to ensure a safe and supportive environment.
- **Lake Superior YMCA:**
  - Grant access to agreed-upon YEWC/DTY facilities and provide support for staff as needed to assist ISD 709 students in participating in activities.
  - Work collaboratively with ISD 709 staff to support individualized programming that aligns with student goals.
  - Inform ISD 709 of any policy or schedule changes impacting facility access or availability.

5. Financial Terms:
The cost per student for participation in the Lake Superior YMCA (YEWC/DTY) will be as follows:
- **Room Rental:** When visiting the YEWC/DTY, ISD 709 will be provided the event room as an in-kind space which is normally billed out at $100.00 per hour ($1,200 based on currently booked trips to the YMCA sites).
- **Per Student Fee:** $6.50 per visit (this is being billed out at the 2025 fee rate for the entire length of this MOU).
- **Additional Staffing:** If additional staff are needed to perform services for ISD 709 this will be billed out at the hourly rate of $41.00
- **Billing Frequency:** This will be billed out at the end of every yearly quarter.
- ISD 709 agrees to remit payment within 30 days of receiving each invoice from the YMCA.

6. Liability and Insurance:

Each party agrees to maintain their respective liability insurance coverage and hold each other harmless for any claims arising from activities under this MOU, except where caused by the negligence or misconduct of the other party. Additionally, each party shall provide a copy of their insurance policy naming the Lake Superior YMCA as an additional insured.

7. Termination:
Either party may terminate this MOU with a 30-day written notice. Upon termination, any outstanding obligations, including payment for services already rendered, shall be settled.

8. Signatures:
This agreement is made in good faith and entered into on this 21 day of September, 2026.

For the Duluth Area Family YMCA:

_____ Date: 10/01/2026
Bill Hurst, Director of Aquatics, Duluth Area Family YMCA
4289 Ugstad Road, Hermantown, MN 55811
Bhurst@lakesuperiorymca.org

For Independent School District 709 (ISD 709):

L Thurston Date: 10/1/2026
_____, _____, ISD 709
709 Portia Johnson Drive, Duluth, MN 55811
(Email)

End of Document

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, 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 as of August 31, 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.** Provide group facilitation services for ISD 709 Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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 per hour and $6,000 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

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) Mary Ann Marchel, 3929 Rockview Court, Duluth, MN 55804.

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.

M A Mauchel [redacted] 9/1/26

Contractor Signature SSN/Tax ID Number Date

9-23-26

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

04	E	005	580	325	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Brianne Zuniga 9/23/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

PLAYWORKS

Summary of Services

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks.

Please initial to acknowledge all documents included:

Customer initial

Main Service Agreement _____

Program Plans (*circle each included*) _____

- Coach / Coach Relay
- TeamUp / TeamUp Plus
- Training / Consultation
- Digital Services

Statement(s) of Work (*indicate amount for each included*) _____

- Direct Service amount: _____
- Training/Consultation amount: $9,440
- Digital Service amount: $2,400

Playworks and Customer confirm that by their duly-authorized signatures below, this Summary of Services ("SOS") represents the parties' mutual agreement to the terms and conditions of the Main Service Agreement, Program Plan(s), and Statement(s) of Work, all attached here to this Summary of Services. For avoidance of doubt, the parties further agree that no further signatures on any of the attached documents are necessary, as the parties agree to the terms and conditions of all such documents by their signatures below.

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED	**CUSTOMER**
Signature: _____	Signature: Simone Zunich
Print Name:	Print Name: Simone Zunich
Title:	Title: Exec. Dir. Finance & Business
Date:	Date: 9/24/26

This is a Main Service Agreement ("Agreement") dated as of 08/28/2026, between Playworks Education Energized, a California nonprofit public benefit corporation ("Playworks"), and Myers-Wilkins Elementary School, a School("Customer").

Background

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks on the basis set out in this Agreement.

Playworks and Customer acknowledge and agree as follows:

1. Program

1.1 Scope

Playworks will provide certain services ("Services") in connection with the program ("Program") described in the Program Plan(s) attached as Exhibit A ("Plan"). Program elements, personnel and activities, the Services, and Customer's responsibilities, are set out in the Plan. Playworks and Customer will each carry out its responsibilities in accordance with this Agreement and with due care. For terms related to purchases of digital services only, see: https://www.playworks.org/playworks-digital-services-terms-conditions/ in lieu of Plan ("Digital Services Agreement"). For the avoid**ance of doubt, the Digital Services Agreement shall not apply if no digital services are purchased.**

1.2 Timeframe

Playworks will provide Services during the period stated in the Plan, including any renewal periods.

1.3 Fee

Customer will pay Playworks fees in the amount(s) and on the date(s) set out in the attached Exhibit B: Statement of Work and Payment Terms and Schedule.

1.4 Communication

Playworks and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Playworks will meet periodically as set out in the Plan, advise each other of issues including any concerns involving interactions among Playworks and Customer students and staff, provide one another with timely access to

information, and otherwise cooperate in carrying out the Program.

1.5 Statement of Work

The specific services to be provided and related terms and conditions of each project under this Main Service Agreement shall be addressed in a separate Statement of Work (SOW) which may include, but not be limited to, types of programs, services, timing, staff, deliverables and other services if any, requested by Customer and agreed to by Playworks.

2. Confidentiality, Data Collection, and Evaluation

2.1 Compliance

In working together and/or in connection with Playworks' provision of the Services, Playworks and Customer may share sensitive and/or confidential information with one another including information about Customer environment, activities, students, and staff. In addition, as described in Section 2.3, Playworks will collect and analyze data about Program outcomes. In connection therewith, Playworks and Customer will comply with applicable laws and the provisions set out in this Section 2 related to the collection, use, and confidentiality of such information, and will cooperate with each other in developing appropriate protocols.

2.2 Confidentiality

Playworks will use Customer's Confidential Information (defined below) only in connection with its activities under this Agreement and will take reasonable efforts to keep it confidential, using at least the same degree of care Playworks uses to prevent the unauthorized use or disclosure of its own confidential information. Playworks may disclose Confidential Information only to persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by Customer is and shall remain Customer's property. "Confidential Information" means non-public information relating to Customer including, without limitation, information relating to Customer environment, staff, funding, operations, and Personally Identifiable Information contained in education records as defined in 34 C.F.R. § 99.3 the Family Educational Rights and Privacy Act ("FERPA Data"). It does not include information that is generally available to the public, information already known by Playworks before entering into this Agreement, information that was or is provided to Playworks from a source other than Customer, or information Playworks independently develops.

2.3 Data Collection and Evaluation

Playworks will collect and analyze data about Program implementation and outcomes in order to evaluate the impact of its programs generally, support more effectively Customer and its other partner schools and clients, meet external reporting requirements, and support

fundraising and school recruitment. Customer and Playworks will cooperate in connection with such data collection and assessment activities. Playworks will require third party evaluators and data analysts it retains, if any, to enter into appropriate confidentiality agreements with Playworks with respect to Customer information. Customer acknowledges that Playworks will own and retain all rights, title, and interest in the data collected through the Program, except to the extent provided in Section 2.4.

2.4 Student Data

Playworks may in carrying out Services have access to FERPA Data. It will collect and use FERPA Data solely for Program purposes and in accordance with applicable law, including the Family Educational Rights and Privacy Act, and Customer policies previously disclosed to Playworks. Playworks will implement reasonable security safeguards to maintain the confidentiality of FERPA Data. Customer owns all rights, title and interest to all FERPA Data that Customer provides or otherwise makes available to Playworks for the Program purposes.

2.5 External Reporting

Playworks reports data and evaluation results to funders, partners, researchers, and other third parties. Playworks will report student-level data only in an aggregate and anonymized manner. Except as contemplated by the Plan or as required by law, Playworks will disclose Program data and results on a no-name basis unless Customer has given its prior written consent for disclosure of its name in such disclosure.

3. Methodology and Materials

3.1 Materials

In providing Services, Playworks will provide Customer with curricula, games, training materials, assessment tools, reference documents, video or audio recordings and other materials (collectively, "Materials"). Playworks may make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Customer to download Materials (which may include recorded training sessions) from Playworks websites, and providing Customer with access to interactive websites. All rights, including intellectual property rights in and to the Materials and any other content or documents created by or for Playworks in connection with the provision of the Services, shall be, at all times, the sole and exclusive property of Playworks.

3.2 Customer Use and Sharing

Customer may use, copy, adapt, and distribute the Materials in connection with Program activities and with Customer activities going forward. In addition, Customer may share Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at

workshops or conferences), so long as Customer provides appropriate attribution to Playworks and does not remove, alter, or obscure any Playworks copyright or trademark markings on any Materials. Customer may not record, reproduce, and/or copy (audio and/or visual) any trainings, programs, or other materials delivered by Playworks without the prior written consent of Playworks (such consent to be given in Playworks' sole discretion), and any such permitted reproduction and/or recordings may only be used by Customer for the purpose(s) approved by Playworks in advance in writing (such approval to be given in Playworks' sole discretion). Customer may not, however, distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside Customer any Customer-created derivatives or revisions of any Materials. For clarity, the non-exclusive license granted under this Section 3.2 is intended to permit use by Customer of Materials only for purposes related to its educational mission.

3.3 Ownership of Materials

Playworks owns and retains all copyrights and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Playworks in providing Services. Customer acknowledges that the Materials are proprietary to Playworks. Playworks may incorporate any information from Customer in future versions of the Materials, may share them with other schools or third parties, and may reproduce and create derivative materials.

4. External Communication

4.1 Customer External Communication

Customer may identify itself as a client of Playworks in internal and external communications, including, without limitation, on its website or outreach materials. Customer may use Playworks name and logos in connection with these efforts.

4.2 Playworks External Communication

Playworks may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Playworks may use Customer's name and logos in connection with these efforts.

4.3 Intellectual Property; Logo and Trademark Use

Each of Playworks and Customer acknowledges that (a) it has no interest in the other party's intellectual property, name, logo and other trademarks other than the rights expressly granted under this Agreement; (b) the other party will remain the sole owner of interest in its intellectual property, name, and trademarks; and (c) all goodwill in the other party's logos, names, and trademarks will inure solely to the benefit of the other party. Any use of the other party's trademarks shall be subject to reasonable quality control and each of Playworks and

Customer will comply with any reasonable trademark guidelines and/or instructions that the other may provide.

4.4 Visitors

Playworks may ask Customer if Playworks can bring educators, funders, and other visitors to Customer to observe Program activities. Playworks will carry out any such visits in line with Customer policy regarding visitors generally.

5. Acknowledgements

5.1 Not Substitute for Physical Education

Customer acknowledges that the Services and Program are not a substitute for physical education ("PE"). Playworks staff may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in PE courses or programs.

5.2 Not Responsible for Supervising Recess

Customer acknowledges that Playworks is not responsible for supervising recess. Playworks staff may help to structure recess, but Customer must provide their own staff to supervise recess.

5.3 Recess Privileges

Customer acknowledges that Playworks does not support the removal of recess privileges for extended periods of time as a method of student discipline.

6. Relationship

6.1 Independent Contractor

Playworks is an independent contractor and is solely responsible for its activities in providing Services. Playworks has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

6.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Playworks nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience. Playworks and Customer will each have sole responsibility for the planning, management, and implementation of its own activities relating

to Program execution.

7. Insurance, Indemnification, and Liability

7.1 Insurance

Playworks will, upon request by Customer, provide to Customer proof of liability and workers compensation insurance for all Playworks staff who provide Services at Customer, and name Customer as an additional insured on such policies. Customer will provide its own liability, workers compensation, and other insurance in respect of Customer employees, students, and guests that participate in the Program and Customer's activities generally in connection with the Program.

7.2 Indemnification by Playworks

Playworks will defend, indemnify, and hold Customer and its directors, officers, employees, agents, and assigns (collectively, "Customer Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable expenses, resulting from claims by third parties for death, bodily injury, or damage to tangible property caused directly and solely by the gross negligence or willful misconduct of Playworks in providing Services.

7.3 Indemnification by Customer

Customer will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer's actions or other matters related to the subject matter of Program.

7.4 Limitation of Liability

Neither Playworks nor Customer will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages. Playworks' total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid Playworks as set out in the Plan, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

8. Termination

8.1 Termination by Customer

Customer may terminate this Agreement by providing written notice to Playworks of that decision. Such a termination will be effective 60 days after delivery of the notice. If Customer

terminates the Agreement under this Section 8.1, Customer will not be entitled to any refund of amounts previously paid, and, if fees are not already fully paid, will pay Playworks for services rendered through the effective date of termination. Playworks will invoice Customer for such services. Customer will pay the invoiced amount no later than 30 days after delivery of such invoice.

8.2 Suspension by Playworks

Playworks may suspend delivery of Services if Customer fails to make timely payment of fees or if Playworks, in its discretion, determines that the Customer environment or engagement is not safe or healthy for students or Playworks staff or otherwise conducive to effective Program delivery.

Playworks strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The Playworks environment, including where Services are being provided to or for the benefit of Customer, should be characterized by mutual trust and the absence of intimidation, harassment, oppression and exploitation. Playworks will not tolerate unlawful discrimination or harassment of any kind.

It is a violation of Playworks' policy to create discriminatory work conditions for Playworks staff. Playworks may suspend the delivery of Services if it becomes aware of discrimination or harassment in violation of this policy.

A suspension will be effective upon Playworks' delivery to Customer of a written notice to that effect. Customer and Playworks will cooperate in identifying and trying to address the problem. If the problem is not addressed to Playworks satisfaction within a reasonable time, Playworks may terminate the Agreement under Section 8.3.

8.3 Termination for Failure to Perform

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

8.4 Termination of a Statement of Work

Expiration or termination of this Agreement shall result in the automatic termination of any Statement of Work. Expiration or termination of a Statement of Work shall not, by itself, result in the termination of this Agreement.

8.5 Effect of Termination

Upon termination of this Agreement under Section 8.3, neither Customer nor Playworks may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Playworks and Customer will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2, 3, and 7-9 will survive the expiration or termination of this Agreement.

8.6 Financial Sustainability Clause

Funds needed for the total cost to deliver, sustain and administer Playworks' services are not fully covered by the prices reflected in this Agreement. Playworks relies on donations, corporate sponsorships and other revenue streams to ensure that its programs are financially sustainable for the organization as a whole. Its obligations under this Agreement are therefore contingent upon the availability of funding from all sources taken as a whole. It is mutually agreed that if Playworks in any fiscal year covered under this Agreement does not obtain sufficient funds for total financial sustainability, this Agreement shall not be binding on either party. In this event, Playworks shall notify Customer of such sustainability limits before the commencement date(s) outlined in this Agreement. Playworks will have neither liability to Customer nor any obligation under the provisions of this Agreement to perform or to provide any services beyond those that it can deliver with financial sustainability.

9. General Provisions

9.1 Entire Agreement

This Agreement, together with the Plan and the Digital Services Agreement (if applicable), expresses Playworks' and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Playworks and Customer relating to its subject matter. It is understood that Customer's use of Playworks' websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

9.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Playworks and Customer that recites that it is an amendment to this Agreement.

9.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision

will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.4 Assignment

Neither Customer nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

9.5 Third Party Beneficiaries

Except as specifically provided in Sections 7.2 and 7.3 this Agreement is for the exclusive benefit of Playworks and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

9.6 Governing Law; Jurisdiction

This Agreement will be governed by California law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

9.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

* * * * * * * * * *

Playworks and Customer signed this Agreement as of the date set out in its first paragraph.

PLAYWORKS

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 08/28/2026 by and between Myers-Wilkins Elementary School ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date:** 09/08/2026 **End Date:** 06/10/2027

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. SparkPlay Subscription	09/08/2026	$2,400	Upon completion of services
	TOTAL AMOUNT	$2,400	

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email	
	PO#	
	Additional detail	

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

Program Plan: Recess Reboot

Basic features

Program name	Recess Reboot
Program overview	Recess Reboot ("Program") is a five day service that includes on-site recess modeling, training, and consulting, delivered by an experienced Playworks Trainer. Days 1 and 5 are half day visits to allow for travel time. Program teaches strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting with recess. After Recess Reboot is delivered, Playworks will provide a virtual follow-up consultation call with a person identified by Customer. Research has identified 4 areas that promote success: 1. All school staff, including recess staff, teaching staff, and leadership, understand the overall goals of the program and are engaged. 2. School leadership articulates the connection between pre-existing school goals and new recess goals. 3. Student leadership program is well understood and supported by all school staff. 4. Recess goals and activities are regularly communicated to all school stakeholders, including staff, students, and families. Playworks recognizes that play and recess may look different from school to school. Playworks is committed to ensuring that schools are equipped to create a schedule that accommodates Playworks services every day. Recess will be facilitated in designated play areas, classrooms, or in other spaces agreed upon by Playworks and Customer.
Timeframe	Program operates during the school year. Playworks and Customer will determine agreed upon date(s) and time(s) for service delivery, based on school/site calendar and Trainer availability. Requests, by either party, for adjustments to agreed-upon dates/times should be communicated at least 5 business days in advance. **Program will be delivered on: TBD - tentatively 10/5/26 - 10/9/26** Final Program schedules and preparation periods will be approved by both Playworks and Customer at the start of Program. Schedule adjustments related to school closures will be approved by Playworks and Customer.
Participating school	Myers-Wilkins Elementary School

Playworks personnel

Overview	Playworks will assign an experienced Trainer ("Trainer") to facilitate Program.
Trainer activities	Trainer will work on-site with the Customer and carry out the activities described in Program.
Trainer development	Playworks will ensure that Trainer is trained in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Trainer will be CPR/First Aid certified and is required by law and fully trained to report suspected child abuse.

Trainer screening, testing, and immunizations	Playworks will ensure Trainer has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify them from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws. Customer will make Playworks aware of school district background check policies and additional screenings or clearances needed to serve in the school district.

Customer personnel

Overview	Working with Playworks, Customer will identify and assign employees to fulfill the roles that will support implementation of this Program. Customer will provide Playworks with designated staff training time for the delivery of each component.
Principal	Research confirms that the success of Program is increased when principals attend training sessions, meet regularly (monthly) with recess staff to problem solve and plan, and send regular communication to teachers, students and families about recess activities and goals. **Customer ensures the Principal will attend all trainings and meetings as set out in the Program including a goal setting session, an all staff training, and an action planning session.**
Other school roles	Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members: • **Recess Manager**: Directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. Recommended: Assign Recess Manager role to a member of the school's administrative team. • **Recess Coach:** Implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. • **Recess Team:** School staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. Recommended: Include teachers on the Recess Team, particularly the Physical Education teacher. Research indicated that adults were more likely to play and support recess at schools that had full-day staff monitor recess
Other personnel	Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program. Such training(s) provide teachers and staff with guidance, best practices, and examples to support Program implementation and opportunities for play. School community members are welcome to join (e.g. parents, volunteers, after-school program staff, etc.).

Workplace and equipment

Workspace	Program will take place on-site at Customer school. Customer will make available to Trainer a workspace, as well as adequate classroom space for meetings and trainings as set out in the Program.
Playground equipment	Program will be implemented using existing playground equipment provided by the Customer. Playworks may provide a list of suggested playground equipment before Program. Playworks will support the development of an equipment maintenance system.
Harassment free work environment	Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.

Program components

Assessment & Goal Setting session (30-45 min)	On Day 1, Trainer will assess recess culture, systems, and staff and discuss baseline needs and areas for support. Required: Principal, Recess Manager, Recess Coach, Recess Team
Recess Team training (up to 1 hour)	Trainer will provide an in-depth Recess Team training to teach systems, games, and strategies to create, implement, and sustain safe and healthy play at recess. This training is key to framing the learning that will take place on-site. Playworks and Customer will work together to create an indoor recess plan in case of inclement weather. Required: Recess Manager, Recess Coach, and Recess Team Recommended: Principal *delivery of component contingent upon Customer's availability
Youth Leaders training	Trainer will facilitate the establishment of a Youth Leadership Program. The purpose is to create student leadership within a school and build student ownership of some key school functions. During the school day, youth leaders participate as role models during recess by leading games and activities, as well as helping other students manage conflicts if they arise. Each youth leader typically leads recess one to three times per week. Playworks recommends that youth leaders practice skills at recess daily during the reboot week. Customer agrees to release youth leaders five to ten minutes prior to the recess they serve to check-in, and stay five to ten minutes after recess to debrief. **Prior to Trainer's on-site arrival, Customer will select approximately 15-30 youth leaders through a process that includes student applications, teacher recommendations, and parent permission.** Trainer will provide a training to youth leaders that includes skill development, team-building games, and fun Playworks activities to prepare them to take on a

	leadership role on the playground. The training may be held before school, after school, or during enrichment or elective blocks during the school day. Required: Recess Manager, Recess Coach, Recess Team, and Junior Coaches
All staff orientation (30 minutes)	Research confirms that Program is more successful when all school stakeholders understand the recess goals and activities. Trainer will provide orientation for all Customer teachers and staff to provide a Program overview, recess and youth leadership best practices, and examples to demonstrate opportunities for supporting play and physical activity. School community members are welcome to join (e.g. parents, volunteers, after-school program staff, etc.). Required: Principal, Recess Manager, Recess Coach, Recess Team, All Teachers, School Staff
Recess	Trainer will support Recess Coach and Recess Team to use recess times for core playground games, sports, skill-building activities, and cooperative games. Trainer will provide consultation and modeling for Recess Coach and Recess Team on strategies for recess facilitation. During recess, Trainer will be focused on consulting and supporting the Recess Team and will not be responsible for yard supervision. **Customer will provide staff for play area supervision during all recess periods and will have full responsibility for play area supervision.** Required: Recess Coach, Recess Team, Junior Coaches Recommended: Recess Manager, Principal (observe as many recesses as possible)
Foundational Play	Trainer will provide a select number* of classrooms with Recess 101 sessions. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting. Playworks will work with Customer to create the best possible Recess 101 schedule. Each Recess 101 serves one classroom for 30 minutes per session. Recess 101 may not be scheduled during any regularly scheduled recess period. **Customer will ensure the presence of a credentialed adult, preferably the classroom teacher, during every Recess 101 session.** Playworks must approve the schedule prior to Trainer's on-site arrival. Required: Teacher Recommended: Recess Coach and Recess Team; Recess Manager (attend as many Recess 101 sessions as possible) *select number contingent upon Trainer capacity
Daily Recess Team check-ins **Daily Recess Team debriefs**	Trainer will provide daily check-in and debrief sessions with the Recess Coach and Recess Team throughout the week to support their skill development and capacity to facilitate recess and the Junior Coach Program. Coaching content will follow an "I Do, We Do, You Do" adult learning framework throughout the week and include: application of best practices to achieve Program outcomes, group management strategies, rapport building, game facilitation, and leadership development. Required: Recess Coach and Recess Team Recommended: Recess Manager or Principal *delivery of component contingent upon Customer's availability

Action planning session	Trainer will lead an action planning session to share resources, create materials, and solidify a plan of action for continuity of Program. Required: Principal, Recess Manager, Recess Coach, and Recess Team
Curriculum and assessment tools	Playworks may provide Customer with curriculum and materials that support Program implementation, including the Playworks Playbook, Recess Coach Manual, Youth Leadership Program lesson plans, recess assessment tools, and game lesson plans.
Consultation call	After Program is delivered, Playworks will provide an optional 30-minute consultation call via phone or video with Customer to support implementation. The call will be scheduled based on school interest and mutual availability of Customer and Playworks. A no-show session will not be rescheduled.
Digital Services	SparkPlay! is Playworks' 12-month subscription-based, online resource to support the continuous learning of safe and healthy play for school and youth development staff. Access to online services is provided based on the subscription start date. It is Playworks' intent to allow for unlimited participation for active employees of the Customer site who access online content using Customer's site email address and accept terms and conditions of use. Playworks prohibits sharing of access and use of SparkPlay! beyond the customer site. Customer acknowledges they are responsible for responding to emails from Playworks to activate online services and support distribution of subscription access to additional school staff. Customer acknowledges that the quality of online content delivery, especially video, is not entirely within Playworks control and is highly dependent on Customers' use of: - A modern browser such as Firefox, Chrome, IE, or Safari updated to a version released within the past year - An application to view and download portable document format (.pdf) files - An internet connection of 2 MBps minimum to view streaming video Playworks will be available for service calls via phone or video with Customer to support implementation throughout the 12-month subscription. Calls will be scheduled based on school interest and mutual availability of Customer and Playworks.
Community of Practice	School is invited to attend Playworks Minnesota's virtual Community of Practice space held monthly starting in October/November. Each month's session is approximately 1 hour in length with a training topic, time for Q&A, and discussion time with other recess supervisors and Junior Coach program leads.
Customized training notes	Delivery Modifications: Other:

Program planning and impact

Planning calls and/or meetings	Prior to Trainer's on-site arrival, Customer agrees to participate in planning calls and/or meetings with Playworks to assign staff roles, communicate to the school, set the five-day schedule, and disseminate/collect paperwork to support the Program **no later than 2 weeks prior to program delivery.**

Program setup	Customer acknowledges that the Program requires setup and staff participation in order to deliver Program components effectively. No later than two weeks prior to Trainer's on-site arrival, Customer will ensure setup and required staff participation: • Confirm the Recess Manager, Recess Coach, and Recess Team • Select and collect paperwork for the Youth Leadership Program • Set and confirm the Program schedule • Ensure required school staff attendance per component If Program setup and staff participation fall below the minimum by two weeks prior to Trainer's on-site arrival, Playworks reserves the right to cancel and/or reschedule the Program.
Impact measurement tools	Playworks may use one or more of the following tools to measure Program impact: • Great Recess Framework observation tool: completed by Playworks staff after observing recess. • Recess observations and reflections: completed by Playworks staff after observing recess. • Annual Survey: completed voluntarily by school staff at the end of the year. • Recess Checkup: electronic quiz designed to assess safe and healthy play at recess. • Training Participant Surveys: electronic surveys designed to gauge satisfaction with training as well as changes in knowledge, attitudes, and behaviors.

Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Main Service Agreement, or Customer Agreement, when applicable.

Playworks Digital Services Terms & Conditions

Welcome to SparkPlay, operated by Playworks Education Energized ("Playworks" or "we" or "us" or "our"). Playworks is a nonprofit organization that believes in and promotes the power of play to bring out the best in every child. SparkPlay is an online platform that aims to provide its users with the knowledge, tools, and ongoing support they need to facilitate safe and healthy play and make the most out of recess. SparkPlay provides Playworks-produced online course materials, instructional videos, as well as curated emails.

By subscribing to SparkPlay ("Digital Services"), you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this agreement ("Agreement"). Playworks reserves the right, at our discretion, to change, amend, and/or modify this Agreement at any time. It is your responsibility to review this Agreement periodically for changes. If you do not agree to these terms and conditions, you are not authorized to access our Digital Services.

1. Subscription

Subscription Type

Playworks offers access to Digital Services through different types of subscriptions. A "Subscription" refers to a right to use the applicable portion of Digital Services as specified in the statement of work or online form and/or confirmation you completed and received when you initially subscribed to Digital Services ("Order Form").

Subscription Term

You may access Digital Services for the term specified in the Order Form. In the case of SparkPlay purchases made solely online, you may access Digital Services for one year from the purchase confirmation email and any applicable renewal period.

Ongoing Subscription

Following the initial term, your Subscription will continue in effect on a recurring basis corresponding to the term of your Subscription unless and until you elect to cancel your Subscription. We will bill the periodic Subscription fee to the payment method you previously provided to us. If you elect to cancel your Subscription, cancellation will be effective at the end of the then-current term and you will have continued access to Digital Services for the remainder of that period, but you will not receive a refund.

Termination by Playworks

Playworks may at any time suspend or terminate your access to Digital Services if you fail to make timely payment of fees or if Playworks, in its discretion, determines that you or your users have failed to comply with the Order Form or the terms and conditions of this Agreement. Such termination will be effective upon its delivery to you of a notice to that effect. Upon termination, your Subscription and your right to use the Digital Services will cease. You will not be entitled to any refund.

Termination for Convenience or Discontinued Product

Should Digital Services be discontinued or sold, Playworks will provide 30 days' notice to

subscribers and refund the prorated value of the remaining Subscription period.

2. Intellectual Property

Playworks' Exclusive Ownership
Playworks shall be, at all times, the sole and exclusive owner of all instructional videos, images, guides, tools, publications, resources, quizzes, surveys, content, and other materials provided on Digital Services, including all intellectual property rights therein ("Playworks Content") and retains all rights, title, and interest in Playworks Content. All Playworks Content is copyrighted and/or protected by national and international copyright and applicable intellectual property laws. Playworks may also reference external sources and will cite all content that is not exclusively owned by Playworks.

License Grant
The license to Digital Services is offered for non-commercial, personal use only. As a subscriber, Playworks grants you a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the portion of Digital Services that is applicable to your Subscription type, and the related Playworks Content, solely for non-commercial, personal purposes, in accordance with this Agreement. You may use, download, and distribute Playworks Content for non-commercial purposes within your subscribed organization or household, so long as you provide appropriate attribution to Playworks and do not remove, change, or obscure any Playworks copyright or trademark markings on any Playworks Content. Downloading and posting Playworks Content on social networks or other digital content platforms without Playworks' permission is prohibited. You may not distribute any Playworks Content for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute to non-users user-created derivatives or revisions of any Playworks Content. The Digital Services are licensed to you as-is and all use of the same is at your sole discretion.

References
Neither you nor Playworks may identify each other as a "user" or "partner" in internal or external communications, including, without limitation, on website or outreach materials, or use each other's name, logo, or other marks, without prior written permission from the other.

3. Users and Accounts Organization Users
For organizations, only the organization's personnel may access Digital Services. One individual, identified on the Order Form, will act as the account owner and be responsible for managing the relationship with Playworks. You will limit access to Digital Services to the number of personnel specified in the Order Form and authorized by you to use Digital Services. You will direct your personnel to use Digital Services for only educational purposes.

Individual Users
For individuals, only the individual named on the Order Form may access Digital Services. User Account Log-ins Each user will set up an account with a unique username and password (collectively "Log-in"). You will ensure that each Log-in is used only by the user to whom it was assigned, and will not be shared with or used by any other person. Multiple concurrent use with the same Log-in is prohibited. Organizations may reassign Log-ins to personnel who are replacing

former users who have terminated employment or changed job function, so long as the total number of active users does not exceed the maximum number specified in the Order Form. Playworks reserves the right to periodically review the number of users per subscriber and charge a fee per subscriber if there is an overage.

User Account Security
You will not permit any third party to use your Log-ins at any time and will notify Playworks promptly of any actual or suspected unauthorized use of your Log-ins. For organizations, you are solely responsible for all access to and use of Digital Services by your individual users, for maintaining the confidentiality of all Log-ins, and for all activities that occur under these Log-ins.

Terms of Use; Privacy Policy
Each user who accesses Digital Services will be bound by this Agreement and the Playworks' Privacy Policy (the "Privacy Policy"). For organizations, you are solely responsible for your individual users' compliance with this Agreement and the Privacy Policy.

Website Security
We take precautions to host and maintain Digital Services websites and to safeguard data from unauthorized use. We cannot, however, ensure or warrant the security of any or all of the information you transmit to Digital Services, and you do so at your own risk. As a result, you acknowledge that: (a) there are security and privacy limitations of the internet which are beyond Playworks' control; (b) the security, integrity, and privacy of any and all information and data exchanged between you and Playworks through Digital Services cannot be guaranteed and we will have no liability to you or any third party for loss, misuse, disclosure, or alteration of such information; and (c) any such information and data may be viewed or tampered with in transit by a third party.

User Content
You represent and warrant that any content you provide, upload, or post to Digital Services does not violate the privacy, publicity, copyright, contract rights, or any other rights of any person or entity.

No Confidential Information
You should not send us any confidential or sensitive information when using Digital Services. You are responsible for ensuring that any disclosures to Playworks through Digital Services do not violate applicable laws, contracts, or other obligations relating to confidentiality, privacy, or similar matters.

Prohibited Content
You will not transmit, upload, display, perform, or otherwise distribute any content that (a) is harassing, discriminatory, retaliatory, abusive, libelous, defamatory, obscene, pornographic, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any intellectual property, privacy, employment, or other applicable local, state, national, or foreign law or regulation by which you are bound; (c) advertises or otherwise solicits funds or is a solicitation for goods or services; (d) violates the Privacy Policy or discloses confidential information; or (e) disables, damages, or impairs Digital Services, or

interferes with any other party's use and enjoyment of Digital Services, including, without limitation, uploading or otherwise disseminating any virus or other malicious code.

No Reverse Engineering
You will not reverse engineer, decompile, or otherwise attempt to recreate or discern the underlying structure or makeup of Digital Services, including altering any copyright notices.

4. Site Maintenance

Availability of Website
You understand that traffic of data through the internet may cause delays during the display or download of information from Digital Services. Playworks will use commercially reasonable efforts to maintain continuous availability of Digital Services, except for scheduled maintenance, required repairs, and any interruption due to causes beyond the reasonable control of or not reasonably foreseeable by Playworks, including, without limitation, any event described in the section entitled "Force Majeure".

Changes to the Site
Playworks, in its discretion, may upgrade, modify, change, or enhance Digital Services at any time without notice. We do not undertake any obligation to notify you of any updates to Digital Services, or Playworks Content, including any Playworks Content you previously viewed or downloaded.

5. Fees and Payment

Fees
You will pay all fees applicable to your Subscription type.

Payment by Credit Card or Debit Card
You will provide Playworks with valid and updated credit card or debit card information. You authorize Playworks to charge such credit or debit card for the applicable Subscription for the initial Subscription term and any renewal term(s). Such charges will be made in advance on an annual basis.

Other Forms of Payment
If the Order Form specifies that payment will be by a method other than a credit or debit card, Playworks will invoice you in advance in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced amounts are due thirty (30) days from the invoice date.

Billing and Contact Information
You are responsible for providing complete and accurate billing and contact information to Playworks and notifying us promptly of any changes to such information.

6. Data Collection and Privacy

Data Collection and Evaluation
We will collect and analyze data about how Digital Services is being used in order to evaluate our impact, develop improvements, meet external reporting requirements, and support fundraising and school recruitment. You acknowledge that Playworks will own and retain all rights, title, and interest in the data collected through Digital Services. Playworks Privacy Policy can be found at: https://www.playworks.org/about/privacy-policy/

External Reporting
We report data and evaluation results, including, but not limited to Recess Checkup, to funders, partners, researchers, and other third parties. Except as contemplated by this Agreement or as required by law, we will disclose data and results on a no-name basis collected through Digital Services unless you have given prior written consent for disclosure of names of schools or other individuals in such disclosure. Please refer to our Privacy Policy for more information on third party links.

7. Disclaimer; No Warranties

Disclaimer & No Warranties
Digital Services is provided "as is," "as available," and "with all faults" without any express or implied warranties and no advice or information, whether oral or written, obtained from Playworks or through Digital Services will create any warranty not expressly made in this Agreement. To the fullest extent permissible under applicable law, Playworks expressly disclaims any and all implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We make no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing, or trade usage, with respect to: (a) the availability, timeliness, accuracy, quality, security, or reliability of Digital Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of Digital Services; (c) the deletion of, or the failure to store or to transmit, any content or other communications; (d) whether Digital Services will meet your needs; and (e) any third party links, services, or information.

User Decisions
Playworks has no responsibility for your decisions or actions with respect to use of instructional videos, images, guides, tools, publications, resources, quizzes, surveys, and other materials provided on Digital Services. You are responsible for making your own evaluations, decisions and actions regarding use of Playworks Content and for the outcomes and consequences of such use. Playworks has not evaluated your facilities, environment, or personnel, and makes no representations or recommendations about the suitability of Playworks Content for you or your organization.

No Representations or Guarantees
You acknowledge that Playworks has not made and is not making any representations, warranties, promises, or guarantees of any kind about the success or outcome of use of Playworks Content including, without limitation, representations about improvements in school environment, academic performance, or student development. You and your organization are entirely responsible for use of Playworks Content.

Not Substitute for Physical Education
You acknowledge that use of Playworks Content is not a substitute for physical education or the work of credentialed physical education teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in physical education courses or programs.

8. Liability and Indemnification

Limitation of Liability
Playworks will not be liable to you for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if Playworks has been apprised of the likelihood of such damages. In no event will Playworks be liable to you for damages arising out of or relating to (a) your inability to use Digital Services, to train other users in your organization, if applicable, or any decision or action by you in reliance upon Digital Services, or (b) the procuring, compiling, interpreting, editing, writing, reporting, or delivery of Digital Services. Playworks' total liability under this Agreement will not exceed the amount of fees paid by you or your organization for your Subscription during the twelve-month period preceding the event giving rise to such claim or two hundred dollars, whichever is greater, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

Indemnification
You will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of use of Digital Services, or your actions or other matters related to your use of Digital Services, including, without limitation, any claims by students, parents, or other third parties arising from a user's activities or your use of Playworks Content. You will not have any obligation to indemnify any Playworks Indemnified Party to the extent the liability is solely caused by the gross negligence, willful misconduct, or fraud of such Playworks Indemnified Party.

9. Changes to this Agreement

Playworks reserves the right to make changes to this Agreement, at any time without notice. Changes are effective immediately upon posting and your continued use of Digital Services constitutes acceptance of such changes

10. Third Party Services and Links

Third Party Services
Services created by third party developers may be available to you on Digital Services, including, without limitation, applications, websites, and other services. When you engage with a third party service, you are interacting with the third party, not with Playworks. You understand that the service will be governed by its own terms and conditions, and that the service may use and share your data in accordance with the privacy policy of and your privacy settings on such service.

Third Party Links and Information
Digital Services may contain links to other websites that are not operated by or related to Playworks. Playworks is not responsible for the content, accuracy, or opinions expressed in such third party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website in Digital Services does not imply approval or endorsement of the linked website by Playworks. Please refer to our Privacy Policy for more information on third party links.

Linking to the Site
Use of the Playworks marks or logo in connection association with any hyperlink is prohibited. Permission to use the Playworks' logos or links to Playworks sites must be requested through DigitalServices@playworks.org. We reserve the right to withdraw linking permission without notice.

11. Legal Compliance

Compliance with Law
You will comply with all applicable federal, state, and local laws in connection with your use of Digital Services.

Cooperation with Law Enforcement
Courts or law enforcement authorities may request or direct Playworks to disclose the identity of anyone making available any materials believed to violate applicable laws or this Agreement. Playworks, in its discretion, will respond to such requests.

Compliance with Digital Millennium Copyright Act
Playworks' policy is to investigate any allegations of copyright infringement brought to our attention. Playworks will respond to notices of alleged copyright infringement that comply with applicable law and this section. In accordance with the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), if you believe any content infringes your copyright, you may request removal of that content by submitting written notice, with your physical or electronic signature, to our Copyright Agent designated below that includes the following information (the "DMCA Notice"):

- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works;
- Identification of the content you believe to be infringing in a sufficiently precise manner to allow us to locate that content;
- Information by which we can contact you (including your name, postal address, telephone number and e-mail address);
- A statement that you have a good faith belief that the use of the content is not authorized by the copyright owner, its agent or the law (e.g., is not a "fair use");
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

DMCA Notices may be sent to us at digitalservices@playworks.org. If you knowingly, materially

misrepresent that any content is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under the DMCA.

12. Disclaimers

THE DIGITAL SERVICES AND ALL INFORMATION AND MATERIALS PROVIDED BY PLAYWORKS ARE PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND (EITHER EXPRESS OR IMPLIED). PLAYWORKS MAKES NO WARRANTY OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE DIGITAL SERVICES. YOU AGREE THAT TEMPORARY INTERRUPTIONS OF THE PROVISION OF THE DIGITAL SERVICES MAY OCCUR AND WE HAVE NO CONTROL OVER ANY THIRD PARTY NETWORKS IN CONNECTION WITH OUR SERVICES OR ANY DELAYS OR DISRUPTIONS OF NETWORK TRANSMISSIONS. ALSO, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PLAYWORKS SHALL NOT BE LIABLE IN ANY RESPECT FOR ANY DAMAGES WHATSOEVER ARISING FROM YOUR USE OF THE DIGITAL SERVICES, INCLUDING, WITHOUT LIMITATION, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, DAMAGES ARISING FROM BUSINESS INTERRUPTION, OR LIABILITY IN RELATION TO ERRORS OR OMISSIONS IN ANY PORTION OF THE DIGITAL SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

13. General Provisions

Entire Agreement
This Agreement, together with the Order Form, expresses the final, complete, and exclusive agreement between you and Playworks, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Playworks and you relating to its subject matter.

Amendment
Playworks reserves the right to make changes to this Agreement, at any time without notice. Changes are effective immediately upon posting and your continued use of Digital Services constitutes acceptance of such changes.

Severability
If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

Waiver
Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

Assignment
Neither you nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a

merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

Third Party Beneficiaries
Except as specifically provided in the section entitled "Indemnification", this Agreement is for the exclusive benefit of you and Playworks, and not for the benefit of any third party, including, without limitation, any student, teacher, parent or guardian, employee, contractor, or vendor.

Force Majeure
Playworks will not be required to perform or be held liable for failure to perform if nonperformance is caused by power failures, nonperformance of internet or data communications facilities, cybercrimes, third party mechanical or other equipment breakdowns, fiber optic cable cuts, interruption or failure of telecommunications or digital transmission links, labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, pandemics, quarantines, natural disasters, or any other causes beyond the control of Playworks.

Governing Law; Jurisdiction
This Agreement will be governed by California law. You and Playworks consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

PLAYWORKS

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 08/28/2026 by and between Myers-Wilkins Elementary School ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date:** 09/08/2026 **End Date:** 06/10/2027

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. Recess Reboot	October 2026	$7,800	Upon completion of services
2. Travel Expenses	October 2026	$1,640	Upon completion of services
	TOTAL AMOUNT	$9,440	

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email	ap.vendor@isd709.org
	PO#	
	Additional detail	

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Calland Metts, 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 7/13/26 and shall remain in effect until 5/29/26 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.** (Must be included)

3. **Background Check.** *(applies to contractors working independent with students*

The 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.

The 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 $ 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.

**All highlighted sections must be complete before submitting to Business Services

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: Keely Waechter, 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) 522 N. 3rd Ave West Duluth, MN 55806.

**All highlighted sections must be complete before submitting to Business Services

11. **Assignment.** The 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. 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.

**All highlighted sections must be complete before submitting to Business Services

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

**All highlighted sections must be complete before submitting to Business Services

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] 8/17/26

Contractor Signature SSN/Tax ID Number Date

8/17/26

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).

_____ 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	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

9/29/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

**All highlighted sections must be complete before submitting to Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of June, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas 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 July 20 and shall remain in effect until July 25, 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)

3. **Background Check.** *(applies to contractors working independent with students*

The 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.

The 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 $ 400 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.

**All highlighted sections must be complete before submitting to Business Services

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: Keely Waechter, 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) 210 E Christolm St. Duluth MN 55803.

**All highlighted sections must be complete before submitting to Business Services

11. **Assignment.** The 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. 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 - Conflict of Interest; Duty to Disclose. This policy is located on the District's website.

**All highlighted sections must be complete before submitting to Business Services

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]

Contractor Signature SSN/Tax ID Number Date

9/2/26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

____ 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	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

9/29/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

**All highlighted sections must be complete before submitting to Business Services

No Cost Contracts Signed
September 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**
Northwood Children's Services	TLE/MTSS	Mental health service collaboration for SY 2026-27
Brightwater	TLE/MTSS	MOU stating Brightwater and Duluth Public Schools will work together as a team to effectively meet the needs of students, families, and staff in need of service
Fond du Lac Human Services Division	TLE/MTSS	MOU stating FDLHS will place mental health therapists within Duluth Public Schools to provide behavioral health services to eligible students
PAVSA	TLE/MTSS	Provide informational services to Duluth Public Schools for SY 2026-27
Northeast Service Cooperative	TLE/CTE	NESC provides funding for CTE programming. This specific program is for EHS field trip to rock climb with UMD RSOP and explore careers in outdoor education.
Duluth Adult Education Consortium Agreement	Duluth Adult Education	Duluth Adult Education Consortium Agreement for FY27 – Fiscal agent for the purposes of distribution of state and federal ABE(DAE) aid.
True North Goodwill	Duluth Adult Education	Provide support for 44 opportunity youth, ages 18-2, over a 40-month period implementation timeline in earning their GED/HS diploma, gaining construction experience and developing leadership skills.
Team Select Home Care	Special Services	Nursing support services for student with IEP. Services may happen at school while the nurse is volunteering and participating in the student's education programming.

MEMORANDUM OF UNDERSTANDING BETWEEN NORTHWOOD CHILDREN'S SERVICES AND DULUTH SCHOOL DISTRICT, ISD 709

1. BACKGROUND AND INTENT

This Memorandum of Understanding is between Northwood Children's Services, a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding (MOU) is to encourage cooperation between Northwood Children's Services and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party.

WHEREAS, the Duluth School District desires to have Day Treatment and mental health services available on site at its schools:

WHEREAS, Northwood Children's Services desires to locate day treatment programs and mental health therapists at Duluth school buildings to provide mental health services such as day treatment programming, assessments, psychotherapy, and consultation.

Therefore, Northwood Children's Services and the Duluth School District agree that it is in the best interests of all concerned to enter into this MOU.

2. ROLES AND RESPONSIBILITIES

Roles of Northwood Children's Services and Duluth School District

It is understood that Northwood Children's Services and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to all items that affect the overall success of the MOU in a timely manner. However, the parties to this MOU understand their separate and distinct responsibilities.

Role of Northwood Children's Services day treatment and community mental health provider

Students served by Northwood Children's Services are clients of Northwood Children's Services, subject to the same rights and responsibilities as clients served in Northwood Children's Services settings.

Northwood Children's Services will;

1. Meet with Duluth Schools administration staff to plan a system of day treatment and mental health service delivery

2. Locate day treatment program(s) and therapist(s) at Duluth schools to provide day treatment mental health services
3. Employ and be responsible for its case managers, practitioners and therapists placed at Duluth schools
4. Maintain appropriate professional liability insurance
5. Accept "requests for services" from school district staff with final placement decisions determined by Northwood Children's Services
6. Share student/client information with school staff as needed and with the consent of the student/responsible parent
7. Obtain parental permission to provide mental health services
8. Maintain and own mental health records of students served
9. Obtain insurance and other information necessary to appropriately bill parents and/or party payers for services delivered. The school district shall not be responsible for the cost of services delivered by Northwood Children's Services
10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership

Role of Duluth School District

1. Meet with Northwood Children's Services administration staff to plan a system of day treatment and mental health service delivery
2. Provide Northwood Children's Services day treatment programs and therapists with appropriate, private space where they are allowed to furnish it as deemed necessary to provide a safe and comfortable environment for mental health treatment. The agreement to provide private space shall not obligate Duluth Public Schools to any costs related to renovation or other facility adjustments to create privacy. Ensure Northwood Children's Services staff are provided access to fax machines, printer, internet connection, and telephones. The rooms and spaces utilized at each school site are to be mutually agreed upon as appropriate for programming. Prior approval by the ISD 709 Director of Elementary and Director of Secondary Education and Northwood CEO is required before rooms can be changed after they have been established. Space shall be provided in the following 5 schools: Stowe Elementary School, Piedmont Elementary School, Lincoln Park Middle School, Myers-Wilkins Elementary School and Laura MacArthur Elementary School.
3. Inform school staff of the availability of Northwood Children's Services and work with Northwood Children's Services staff to develop a system to identify and refer students that may need day treatment/mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by Northwood Children's Services. Final service delivery decisions are made by Northwood Children's Services
4. Meet periodically with Northwood Children's Services administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership

3. GENERAL TERMS

Terms. This MOU will begin effective on the date of 9/1/2026 and will remain in effect until either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Northwood Children's Services and Duluth School District 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. Northwood Children's Services and Duluth School District agree that they will not at any time disclose confidential information and/or material without the 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.

NORTHWOOD CHILDREN'S SERVICES

9/16/26

Krisit Shulte, Board Chair Date

Larry Pajari, President & Chief Executive Officer Date

INDEPENDENT SCHOOL DISTRICT No. 709

Simone Zunich, Director of Business and Finance
Date 9/14/26

Anthony Bonds, Assistant Superintendent 9/14/26
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE BRIGHTWATER AND
THE DULUTH PUBLIC SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between the Brightwater, a certified community behavioral health clinic and the Duluth Public Schools, Independent School District #709 (ISD #709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between Brightwater and ISD #709, and further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD #709 desires to provide quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools;

WHEREAS, Brightwater desires to extend therapeutic support to ISD #709 school buildings by providing professional (Therapeutic) and practitioner level (Children's Therapeutic Services and Supports; CTSS), support in individual and group settings coordinated by a mental health professional.

Therefore, Brightwater and ISD #709 agrees that it is in the best interests of all concerned to enter this MOU.

This MOU is to enable and structure the collaboration between Brightwater and ISD #709 in its implementation of creating educational successes for students, their families, and school staff by providing appropriate therapeutic services for unmet social, emotional, and behavioral and mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Brightwater and ISD #709

It is understood that Brightwater and ISD #709 staff must work together as a team to effectively meet the needs of ISD #709 students, families, and staff, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the MOU, in a timely manner. However, the parties to this MOU understand their separate and distinct responsibilities.

Roles of Brightwater

Students, families, and staff served by Brightwater are clients of Brightwater and subject to the same rights and responsibilities as clients served in the organization's clinic setting.

Brightwater will:

1. Have therapists and practitioners onsite to provide therapeutic services at regularly scheduled times and place for each site as agreed upon by Brightwater Child and Family Services Director, ISD #709 Mental Health/Social Emotional Behavioral MTSS Coordinator, Assistant Superintendent, and Principals.
2. See students referred by school personnel or parents individually or in groups for therapeutic services at the student's school in a confidential setting for comprehensive evaluations, treatment planning, and individual/group sessions, according to established Brightwater policies and procedures.
3. Schedule requested consultations by school personnel including school social workers, teachers, counselors, and administrative staff with Brightwater providers as needed. Specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school's schedule.
4. Treat students served by Brightwater in ISD #709 as clients of Brightwater and ensure they are subject to the same rights and responsibilities as clients served onsite at Brightwater clinic spaces.
5. Meet with ISD #709 Administrative staff to plan a system of service delivery taking into consideration both the needs of Brightwater and ISD #709.
6. Locate therapists and mental health practitioners at assigned ISD #709 to provide therapeutic services in a private setting.
7. Employ and be responsible for its employees placed in ISD #709 schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission and written consent to provide services.
11. Maintain and own mental health records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. ISD #709 will not be responsible for the cost of services delivered by Brightwater.
13. Meet monthly with ISD #709 School Administration and other designated staff to review the working relationship, address any concerns/conflicts, and promote an active partnership.
14. Ensure meetings with Brightwater providers do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that mental health services do not interfere with students receiving federally mandated IEP services from Special Education staff.
16. Collaborate with district staff to facilitate professional development opportunities related to prevention and treatment of student and community mental health concerns.

Role of ISD #709

ISD #709 will:

1. Meet with Brightwater administrative staff to plan a system of service delivery.
2. Inform ISD #709 Principals and school staff of services available and work with Brightwater staff to develop a system to identify and refer students that may need therapeutic services and supports. Meet periodically with Brightwater administration or designated staff to

review the working relationship, address any concerns, and promote an active partnership.

3. Provide Brightwater therapists and practitioners with private meeting space with access to a telephone and internet connection.
4. Obtain parental permission before referring students to Brightwater for therapeutic services.
5. Upon parental permission, provide Brightwater staff with student schedules to meet with students for therapeutic services.

III. GENERAL TERMS

Terms. This MOU will begin effective the date of August 26th, 2026, unless either party provides written notice per the Termination clause below. This MOU will renew for one-year periods unlimited unless either party provides written notice of non renewal three (3) months before annual termination date. Otherwise, this MOU may be terminated in accordance with the section on Termination below. This agreement will automatically renew annually unless parties agree to terminate or revise.

Termination. Either party may terminate this MOU by giving the other party three (3) months prior written notice.

Confidentiality. Brightwater and ISD #709 agree that by virtue of entering into this MOU, they will have access to certain confidential information regarding the other party's operations related to this project.

Brightwater and ISD #709 agree they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. 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. Parents/Guardians may be referred to Brightwater School-Linked Mental Health Therapists by members of the ISD #709 school staff or self-referred by the student or the student's parent(s) or guardian(s) according to established Brightwater procedures using a written referral form. Brightwater staff will contact parent(s)/guardian(s) and coordinate with ISD #709 school staff, as needed to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying a need for mental health services to Brightwater for appropriate therapeutic services.

Data Collection. ISD #709, upon receiving signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), ISD 709 staff will be responsible for submitting grades, attendance records, and behavioral violations to Brightwater when requested.

Background Check. *(Applies to contractors working independently with students.)*

Brightwater, as the independent contractor, must provide an executed criminal history consent form and a money order or check payable to ISD #709 in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Brightwater is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Brightwater has already completed background checks for their business needs, Brightwater stipulates that the background checks are completed, current, and on file.

Brightwater also stipulates that any employees with a gross misdemeanor or felony will not work independently with ISD #709 students.

Independent Contractor. Both ISD #709 and Brightwater agree they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

Accordingly, Brightwater shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Brightwater's activities in accordance with this MOU, 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.

Indemnity and Defense. Brightwater hereby agrees to defend, indemnify and hold ISD #709 harmless from all claims relating to its work pursuant to this MOU. In the event Brightwater breaches its obligation to defend, indemnify and hold ISD #709 harmless, then in addition to its other damages, ISD #709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

ISD #709 hereby agrees to defend, indemnify and hold Brightwater harmless from all claims relating to its work pursuant to this MOU. In the event ISD #709 breaches its obligation to defend, indemnify and hold Brightwater harmless, then in addition to its other damages, Brightwater shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by Brightwater to ISD #709 shall be deemed to have been given by depositing the same in writing in the United States Mail to: ISD 709, Duluth Public Schools, Attn: Anthony Bonds, Assistant Superintendent, 709 Portia Johnson Drive, Suite 108, Duluth, MN 55811.

All notices to be given by ISD #709 to Brightwater shall be deemed to have been given by depositing the same in writing in the United States Mail to: Brightwater, Attn: Ben Hatfield, CEO, 1401 E. 1st Street, Duluth, MN 55805.

Assignment. Brightwater shall not in any way assign or transfer any of its rights, interests, or obligations under this MOU in any way whatsoever without the prior written approval of ISD

#709.

Modification or Amendment. No amendment, change, or modification of this MOU shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This MOU, 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 MOU 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. Brightwater 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 MOU.

Conflict of Interest and Fiduciary Duty: All contractors doing business with ISD #709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on ISD #709's website.

Mutual Consent to Collaboration: Brightwater and ISD #709 agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals, and consistently communicate with one another to take additional steps needed to implement this MOU and accomplish the goals of School Linked Mental Health Services.

Agreed to as entered into below:

Brightwater

Signed: _____

Date: 08-25-2026

Name: Benjamin Hatfield **Title:** Chief Executive Officer

DULUTH PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT #709

Signed: _____

Date: 9/14/26

Name: Simone Zunich Title: Executive Director of Finance & Business Services

MEMORANDUM OF UNDERSTANDING

Between the Fond du Lac Human Services Division, Behavioral Health Department, and the Duluth Public School District, ISD 709

I. BACKGROUND AND INTENT

This Memorandum of Understanding ("MOU") is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a division of the Fond du Lac Band of Lake Superior Chippewa, and the Duluth Public Schools, Independent School District #709 (ISD 709).

Purpose

The purpose of this MOU is to establish a framework for collaboration between FDL and ISD 709 to support the educational success and well-being of American Indian students through the provision of culturally appropriate behavioral health services.

Background

ISD 709 seeks to expand access to mental health services for students within its schools.

FDL operates a Behavioral Health Department that provides behavioral health services to American Indian children and families.

FDL seeks to place School-Linked Mental Health Therapists within ISD 709 schools to provide behavioral health services to eligible students, including diagnostic assessments, treatment planning, and therapeutic services.

The parties recognize that unmet social, emotional, behavioral, and mental health needs can negatively affect educational outcomes and that increased access to culturally responsive behavioral health services may benefit students and families.

Understanding of the Parties

The parties enter into this MOU to coordinate their respective efforts and to define their separate roles and responsibilities in supporting school-linked behavioral health services for American Indian students and their families attending ISD 709 schools.

This MOU is intended to facilitate cooperation between the parties and to support the delivery of quality, culturally appropriate behavioral health services to students, consistent with applicable law and the terms of this MOU.

The parties acknowledge that they are separate governmental entities acting under their respective legal authorities. This MOU memorializes a cooperative relationship between the parties and is not intended to create a vendor, contractor, employment, agency, partnership,

or joint venture relationship between them. Each party will remain responsible for its own personnel, operations, decisions, and legal obligations

II. ROLES AND RESPONSIBILITIES

Roles of FDL and ISD 709

It is understood that FDL and ISD 709 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 this MOUthis MOU, in a timely manner. However, the parties to this MOUunderstand their separate and distinct responsibilities.

Role of FDL

1. FDL licensed Mental Health Professionals/School-Linked Mental Health Therapists will provide onsite therapeutic services to students at a regularly scheduled time and place for each of several sites as agreed upon by FDL Behavioral Health Coordinator, FDL Mental Health Supervisor, ISD 709 Mental Health Partnership Coordinator, ISD 709 Assistant Superintendent, ISD 709 Indian Education Director and ISD 709 Principals. CTSS or Case Management services may also be piloted and explored at agreed upon school location/s as determined by the ISD 709 Mental Health Partnership Coordinator, School Principal and FDL Mental Health Supervisors.

2. American Indian students referred by school personnel or parents will be seen individually by the licensed School-Linked Mental Health Therapist at the child's school in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to established FDL Human Services Division policies and procedures.

3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the FDL licensed professionals and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. FDL shall retain sole responsibility and authority for all clinical decisions, diagnoses, treatment plans, treatment records, and professional judgments related to services provided by FDL personnel under this MOU.

5. Students served by FDL Behavioral Health in ISD 709 Schools are clients of FDL Human Services and are subject to the same rights and responsibilities as clients served onsite at any FDL Human Services facility.

6. FDL therapists will meet with ISD 709 Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of FDL and ISD 709 quarterly.

7. Locate therapists at ISD 709 Schools in order to provide mental health services in a private setting identified by school administrators.

8. Employ and be responsible for its employees at ISD 709 Schools.

9. Maintain appropriate professional liability insurance.

10. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.

11. Obtain parental permission to provide services.
12. Maintain and own case management records of students served.

13. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. ISD 709 will not be responsible for the cost of services delivered by FDL.

14. FDL 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. The meetings will occur quarterly.

15. Ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

16. Ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with FDL administrative staff to plan a system of mental health service delivery.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with FDL staff to develop a system to identify and refer students that may be in need of mental health services. The team will meet quarterly, or as requested, with FDL administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide FDL with a private meeting space for mental health professionals with access to a telephone and internet connection.

4. Upon parental permission and FDL's request, FDL will be provided student schedules in order to meet with students for therapy services.

5. Obtain parental permission before referring students to FDL for therapy services.

III. GENERAL TERMS

Terms. This MOU will begin effective on September 2, 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 MOU by giving the other party 90-days prior written notice.

Confidentiality. FDL and ISD 709 agree that by virtue of entering into this MOU they will have access to certain confidential information regarding the other party's operations related to this project.

FDL 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 MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. 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. Parents/Guardians may be referred to the School-Linked Mental Health Therapists by members of the school staff or self-referred by the student or his/her parent according to established FDL Human Services Division's policies using a written referral form. It is the responsibility of the Parent/Guardian to contact FDL's SLMH Administrative Specialist to initiate services. FDL staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD 709 to refer American Indian students to FDL Mental Health Professionals for culturally appropriate therapeutic services.

Data Collection. ISD 709, upon receiving a signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records and behavioral violations to FDL Behavioral Health when requested.

Background Check. *(applies to FDL employees working independently with students)* FDL shall ensure that its employees assigned to provide services under this MOU have successfully completed background checks consistent with applicable law and FDL policies. Upon request, FDL may certify to ISD 709 that required background checks have been completed. Employees who are ineligible to work independently with students under applicable law shall not be

assigned to provide services under this MOU.

Independent Government Entities. ISD 709 and FDL acknowledge that each is a separate governmental entity exercising its own legal authority and responsibilities. Nothing in this MOU shall be construed as creating a partnership, joint venture, agency relationship, employment relationship, contractor relationship, or other legal association between the parties beyond the cooperative relationship expressly described herein. Each party shall remain solely responsible for its own personnel, operations, decisions, liabilities, and compliance with applicable law. Nothing in this MOU shall be construed as a waiver of the sovereign immunity, governmental immunity, privileges, defenses, or jurisdiction of either party.

Mutual Responsibility of Parties. Each party shall be responsible for the acts and omissions of its own officers, employees, and agents, to the extent provided by applicable law. Nothing in this MOU shall constitute a waiver of any immunity, defense, or limitation of liability available to either party..

Notices. All notices to be given by FDL to ISD 709 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 ISD 709 to FDL shall be deemed to have been given by depositing the same in writing in the United States Mail to Fond du Lac Human Services, Attn: Behavioral Health Coordinator and Health Services Associate Director, 927 Trettel Lane, Cloquet, MN 55720.

Assignment. Neither party may assign its responsibilities under this MOU without the written consent of the other party..

Modification or Amendment. No amendment, change or modification of this MOU shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This MOU, 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. Nothing in this MOU shall be construed as a waiver of the sovereign immunity of the Fond du Lac Band of Lake Superior Chippewa or its divisions, agencies, employees, or officials.

Entire Agreement. This MOU reflects the parties' current understanding of their relationship and responsibilities. Any changes to this MOU must be made in writing and signed by both parties.

Data Practices. Student educational records and other data provided by the ISD 709 shall remain subject to all applicable confidentiality protections, including the Family Education Rights and Privacy Act ("FERPA") and any applicable provisions of Minnesota law, to include Chapter 13, the Minnesota Government Data Practices Act. FDL shall use such information only

for purposes authorized by this MOU and applicable law. Records created or maintained by FDL in connection with the provision of healthcare or behavioral health services shall remain the records of FDL and shall be governed by the laws and policies applicable to FDL and its clients.

Conflict of Interest and Fiduciary Duty: The parties agree to conduct their activities under this MOU in a manner consistent with applicable conflict-of-interest and ethical standards governing their respective organizations. While providing services under this MOU, FDL employees operating within ISD 709 facilities shall comply with ISD 709 policies that are reasonably necessary to protect students, maintain school operations, and avoid conflicts of interest, including ISD 709 Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709's website.

Mutual Consent to Collaboration. FDL and ISD 709 agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this MOU and accomplish the goals of School Linked Mental Health services.

_____ **Date:** _____

Fond du Lac Human Services

Simone Zunich **Date:** 9/14/26

Simone Zunich, Executive Director of Business Services, ISD 709

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September, 2026 by and between Independent School District #709, a public corporation, hereinafter called District, and PAVSA, 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 as of September 6th, 2026 and shall remain in effect and reviewed annually, 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.**

It is understood that PAVSA and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and to communicate any pertinent information or concern that affect the overall success of the MOU in a timely manner.

Role of PAVSA, a Community Provider:

1) Meet with Duluth School administration staff to plan a system of service delivery
2) Provide services on site in Duluth Schools
3) Employ and be responsible for PAVSA staff placed or on site in Duluth schools
4) Maintain appropriate professional liability insurance
5) Accept referrals from school district staff
6) Share student/client information with school staff as needed and with consent of the student/responsible guardian
7) Maintain and own records of students served
8) No consent will be necessary for advocacy and/or crisis counseling per state https://www.revisor.mn.gov/statutes/cite/260E.22
9) Students receiving more than 3 sessions of individual advocacy and/or crisis counseling, parental consent will be obtained for ongoing counseling services
10) Conduct appropriate background checks to ensure that PAVSA staff are not legally restricted from performing duties of their job in a school setting
11) Meet periodically with School administration at Denfeld and East or designated staff to review the working relationship in order to address any concerns and promote an active partnership
12) Provide training and seminars to Duluth school staff and students when warranted and on and ongoing/yearly basis
13) Ensure that meetings with advocates do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

14) Ensure that advocacy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of Duluth School District:

1) Meet with PAVSA administration staff to plan a system of delivery service
2) Provide PAVSA staff with appropriate meeting space
3) Inform school staff of PAVSA services available
4) Meet periodically with PAVSA administration or designated staff to review working relationship in order to address any concerns and promote an active partnership
5) When school staff send referrals to PAVSA, student identifying information will not be given until there is an in-person meeting

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 $0.00 hourly and $0.00 in total. This is a no cost agreement.

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: Todd McGowan or Anthony Bonds, 709 Portia Johnson Dr, 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 32 E 1st St, Ste 200, Duluth, MN 55802.

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.

[signature]	41-1350021	8/26/26
Contractor Signature	SSN/Tax ID Number	Date
Tod McGowan MSW, LICSW		8/26/26
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).

XX	X	XXX	XXX	XXX	XXX	XXX

_____ 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

Simone Zunich	9/14/26
Executive Dir. of Finance & Business Services	Date

NORTHEAST SERVICE COOPERATIVE

Reimbursement Request FY 2026 - 2027

The Minnesota Service Cooperatives

Career & Technical Education Grant

UNIVERSAL FORM FOR CTE TRANSPORTATION GRANTS

"Please note: Transportation requests for CTSO events (such as Robotics, BPA, and DECA) are not eligible for reimbursement under this funding stream."

APPROVAL COMMITTEE: Scott Patrow, Tim Rohweder, Tim Prosen, Willie Speltz, Kristi Berlin, John Engelking

FOR REIMBURSEMENT, EMAIL THIS REQUEST TO:
Kathy Jankila and John Engelking

Business managers must submit an invoice with this form after the event date

Name the proposed CTE project. Request the total miles, associated transportation costs, and rentals. (i.e., bus or van costs) (Average bus costs are $1.40 per mile and $30.00 per hour. (i.e., 200-mile round trip and 8 hours driver time = $280 + 240 = $520.00.

NESC CTE

***** Mileage, Transportation, and Sub requests are limited to $750.00 per request*****

Primary Project Contact Name/Email/Phone: Sonja Hakanson, sonja.hakanson@isd709.org, 218-336-8845 ex 2153

Primary Project School:Duluth East High School

Primary Partners (Other schools, businesses, organizations, etc.): University of MN-Duluth, Recreational Outdoor Sports Program (RSOP)

District Number :	709
Proposed Project Start Date:	10/01/2026
Projected number of students to be served by June 30th, 2027:	~40
Project Grade Level(s):	9-12
Describe the proposed CTE project, including key activities, goals, and intended outcomes/student impact:	Field trip to rock climb with UMD RSOP. Goals are career exploration for Outdoor Education, social and emotional learning, and leadership practice.
Total Requested Mileage Request Amount:	Out of district boundary: 3hr min @ 255.90 and 60.03 per hour past 3 hrs. Trip would be 9:00am - 3:15pm: 6.25 hours = $451.00

Subs and Chaperone Total Amount Requested	$160
Total requested mileage + Subs or Chaperones Not to Exceed $750.00 GRAND TOTAL:	$611.00

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief, and that I have the authority to apply for the requested award and in the amount requested.

Simone Zunich
Signature of Business Manager

Kelly Flohaug
Signature of Authorized Supervisor (principal or Superintendent)

Simone Zunich
Printed Name

Kelly Flohaug
Printed Name

Exec. Dir. Finance & Business Services
Title

Principal
Title

9/23/26
Date

9/23/26
Date

Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2027. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

School Districts Representative:

By: Kristal Berg

Name: Kristal Berg

Title: Director of Community Education

Date: 09 / 18 / 2026

Member ISD 709

School District Representative:

By: Simone Zunich

Name: Simone Zunich

Title: Director of Finance and Business Services

Date: 9/21/26

Adult Basic Education Representative:

By:

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 9/21/26

MEMORANDUM OF UNDERSTANDING

I. Purpose

The purpose of this Memorandum is to describe the mutual goals and responsibilities with regard to a cooperative agreement between **Duluth Adult Education** and **True North Goodwill** related to the YouthBuild in the Northland grant **[26A06YB000227]** provided by the U.S. Department of Labor.

II. Background

True North Goodwill and **Duluth Adult Education** will partner to provide support for 44 opportunity youth, ages 18-24, over a 40-month implementation timeline in earning their GED/HS Diploma, gaining construction experience, and developing leadership and work-readiness skills. YouthBuild in the Northland is supported by the U.S. Department of Labor. A total of $1,004,000, or 80%, of this program is financed with federal funds. $251,000, or 20%, is financed by MN DEED and other grant providers. YouthBuild in the Northland ensures accurate tracking and categorization of program activities to maintain adherence to the 50/40/10 model, which allocates program focus as follows: 50% education, 40% Hands-On Training, and 10% Community Service/Leadership Development.

Federal Award Identification Number: 26A60YB000227

Performance Indicators:	**Outcome Goals:**
Education & Employment Rate – Second Quarter After Exit	75%
Education & Employment Rate – Fourth Quarter After Exit	70%
Median Earnings – Second Quarter After Exit	$6,000
Credential Attainment	80%
Measurable Skills Gains	70%
Effectiveness in Serving Employers	50%
Percentage of participants that enter a Registered Apprenticeship within one year of exit	10%

III. Roles and Responsibilities

Lead Agency:

True North Goodwill Northern MN and Northwestern WI (TNG) – Registered 501(c)3
FEIN - 410919602

True North Goodwill Northern MN and Northwestern WI (TNG)'s mission is inspiring personal transformation through the power of learning and career development. Revenue from 13 stores across 29 counties funds operating expenses and offsets the cost of workforce and re-entry programming. **TNG** provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or attaining employment.

True North Goodwill will:

1. Serve as the grant lead and coordinate training logistics in partnership with education, training, and workforce providers;
2. Track actual incurred grant costs and retain documentation of these costs and submit to the U.S. Department of Labor (DOL) staff upon request;
3. Submit payment requests and program invoices with backup documentation to DOL;
4. Submit narrative reports to DOL quarterly and/or as requested by grantor;
5. Notify DOL of any proposed changes to scope of project, project activities, budget, work plan, grant expenditures, partners, or completion dates;
6. Perform screening to ensure applicants have the proper interest, possess necessary foundational skills, and meet eligibility criteria;
7. Provide work readiness, career counseling, and case management/support services for participants enrolled in YouthBuild;
8. Communicate any concerns with shared participants to partners in a timely manner;
9. Provide progress report(s), course evaluations, and all necessary forms on a quarterly basis and a final report upon program completion to DOL;
10. Provide regularly scheduled internal data audits to ensure compliance with record keeping and tracking.

Partner Agency:

Duluth Adult Education – Independent School District 709
FEIN – 41-6003776
Award Amount - $150,128.00

Duluth Adult Education's mission is to empower learners to achieve their educational and career aspirations. Duluth Adult Education offers programs to serve adult learners who lack a high school diploma or equivalent, lack the academic or language skills to pursue education or employment, and/or are experiencing unemployment/underemployment and are not earning a sustainable wage for personal or family support.

Duluth Adult Education will:

1. Collaborate with **True North Goodwill** on program planning;
2. Provide academic planning and support for completion of a GED or HS Diploma;

3. Provide transition planning and referrals to post-secondary education opportunities;
4. Track student progress toward education goals and track measurable skill gains;
5. Participate in at least one annual monitoring visit conducted by **TNG** as pursuant to grant agreement;
6. Partner agencies are required to submit weekly participant progress updates utilizing the reporting form provided by True North Goodwill. These report requests will be sent out each Thursday during programming and required by EOD that Friday;
    a. Progress updates will include participant progress, areas of concern, and other relevant information to ensure participant success.
    b. Any questions regarding reporting can be directed to:

Jason Beckman – Director of Mission Operations
jbeckman@truenorthgoodwill.org

7. Communicate any course or participant concerns to **True North Goodwill's** Program Manager for YouthBuild.

Emma Collier – Program Manager
ecollier@truenorthgoodwill.org

IV. Duration of Agreement & Voluntary Disassociation

This MOU is a nonbinding agreement that both parties have entered into good faith. This agreement will go into effect upon award of the 2026 DOL YouthBuild Grant (July 1st, 2026) and will follow the conclusion of the 40-month grant period (October 31st, 2029). This agreement may be cancelled or terminated by any party, without penalty or liability, by notifying the other in writing. Written notice shall be sent thirty (30) days prior to the disassociation by either party.

V. Amendments

This MOU represents the entire understanding of both parties with respect to this partnership. Any modification of this memorandum must be in writing and signed by both parties.

VI. Invoices and Payment

All invoices must be sent via email or mailed USPS to Carolyn Brown, Senior Manager of Grants and Compliance by the 10th day of the month (or the following Monday if this day lands on a weekend) following the program quarter end. Any invoicing must include the required documentation as outlined in the provided invoicing template.

Email: cbrown@truenorthgoodwill.org

Mail: **True North Goodwill**
Attn: Carolyn Brown
700 Garfield Ave.
Duluth, MN 55802

VII. Data Practices

All parties must agree that the collection, use, and disclosure of participants' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. *All parties acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.*

All data, including customer PII, collected, used, and disclosed by all parties will be subject to the following:

1. The collection, use, and disclosure of participant education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable state privacy laws.
2. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
3. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
4. Participant data will be kept confidential, consistent with Federal and state privacy laws and regulations.
5. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

VIII. Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

IX. Termination

This MOU will remain in effect until the end date specified in the Duration of Agreement outlined above (July 1st, 2026- November 30th, 2029) unless*:

1. All parties mutually agree to terminate this MOU, prior to the end date.
2. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
3. Non-Compliant actions not abiding by the signed MOU can lead to termination of agreement.

*2 CFR 200.340

X. Record Retention

All parties must retain all Federal Award records for three years from the date of the submission of their final financial report. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records. CFR §§ 200.334

XI. Signatures

True North Goodwill and **Duluth Adult Education** agree to collaborate and provide services as detailed above to participants of the federal YouthBuild grant as outlined above. All parties have read and acknowledged the required rules and regulations outlined in this MOU.

Lead Agency:

BY: _____ DATE: 8/31/26

Title: Dodie Brown, President & CEO, True North Goodwill

Partner Agency:

BY: _____ DATE: 9/14/26

Title: Exec. Dir. Finance & Operations

Docusign Envelope ID: 870AF61B-58C2-8C02-836A-1B75C0175903

MEMORANDUM OF UNDERSTANDING

Between Duluth Public School Dist. #709
And
Team Select Home Care

This agreement is between Team Select Home Care, 811 Glenwood Ave Suite 290, Minneapolis, Minnesota 55405, and Duluth Public School, 709 Portia Johnson Dr, Duluth MN 55811 and covers the School Year 2026/2027, 09/01/2026 – 08/31/2027.

Team Select Home Care provides nursing services to a student enrolled at Duluth ISD #709, [redacted] Team Select Home Care will send a nurse to accompany the student to school and provide direct nursing care per the agreement between said student's parent and Team Select Home Care. These services may happen at school while the nurse is volunteering and participating in the student's education program. It is the expectation of both the school district and Team Select Home Care that communication regarding the child's educational programming will occur between the parent and school staff.

Hiring and supervision of the nurse(s) will be the responsibility of Team Select Home Care, including verification of appropriate licensure, background checks and training. Team Select Home Care nursing staff will complete a volunteer application and agreement with Duluth ISD #709 and provide copies of the nurses background check and licensure. The nursing staff will participate in school activities as a volunteer and follow all ISD #709 volunteer policies and procedures.

Team Select Home Care will notify the ISD #709 contact person in advance of any change in the assigned nurse(s), including assignment of a substitute nurse, and said notice will include a start date, background check and copy of licensure. This will allow the district time to have the new or substitute nurse complete the volunteer application.

If Duluth School District #709 wishes to address concerns about a nurse who volunteers at school and while providing services to the enrolled student, they will follow the expectations of the volunteer policy and also contact Amber Kim, Director of Operations, at the following telephone number: 612-770-4177 or email address: amber.kim@tshc.com.

If Team Select Home Care wishes to address concerns about school based medical occurrences for the enrolled student, it will contact: Lora Thurston at the following telephone number: 218-336-8700, extension 3198 or email address: lora.thurston@isd709.org. If Team Select Home Care wishes to address concerns regarding the volunteer policies or procedures it will contact: Rebecca Lester at the following telephone number: 218-336-8700, extension 3144 or email address: rebecca.lester@isd709.org. There will be no fees associated with Team Select Home Care Nursing staff providing volunteer services to the identified student for the duration of the school year 2026/2027 as these services are separate from the school-based nursing services offered at Duluth ISD # 709. Team Select Home Care nurses will be

Docusign Envelope ID: 870AF61B-58C2-8C02-836A-1B75C01759C3

participating in Duluth ISD #709 educational services as a volunteer for the specific identified student.

Duluth ISD #709 will provide Team Select Home Care with a current school calendar showing the days when school is in session for the identified student and a copy of the volunteer application and policy.

This MOU agreement can be canceled at any time, by either party.

Duluth ISD #709	Team Select Home Care
Kara Thurston	Timothy Hart
Signature	Timothy Hart, Vice President of Payor Relations
9/15/2026	9/10/2026
Date	Date
Erinne Zmich	[redacted]
Signature	
9/16/26	9/10/2026 | 11:47 AM CDT
Date	Date

Change Orders Signed
September 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**
Harbor City Masonry	Facilities	Additional work on elevator openings at DCES (+$8,201.12)
Sorlie Acoustics	Facilities	3rd floor IT room ceiling and change to drop ceiling at DCES (+$3,899.00)
Intercon Group, Inc.	Facilities	Corner Guards, June field work orders, Intercon July FWO at DCES (+$8,523.50)
CFS Interiors & Flooring	Facilities	Return 40 sheets of wood underlayment – excess material not needed for project (-$793.00)
CFS Interiors & Flooring	Facilities	Addition of VCT vinyl base to multiple rooms, skim coating, demo existing carpet to install new carpet, trip charges at DCES (+$19,820.00)
CFS Interiors & Flooring	Facilities	Addition of Vinyl base to multiple rooms, additional prep/self-leveling needed to existing wood underlayment in classrooms at DCES (+$20,360.00)
CFS Interiors & Flooring	Facilities	Use/order VCT in lieu of CPT in multiple rooms, replaced damaged carpet due to water leak at DSCE (+$5,360.00)
CFS Interiors & Flooring	Facilities	Add second skim coat to multiple rooms, demo rubber tile outside of multiple rooms and damaged VCT at DCES ($+14,545.00)
Century Fence	Facilities	Remove existing line posts, top railing, and dispose of all damaged materials. Re-install new line posts at Denfeld HS ($+8,980.00)

ISD 709 Duluth Public Schools

CCO #003

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

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #003: Harbor City CO #003

CONTRACT COMPANY:	**Harbor City Masonry** 310 S Central Ave Duluth, Minnesota 55807	**CONTRACT FOR:**	S23075-002:WS 02 - Masonry
DATE CREATED:	8/23/2026	**CREATED BY:**	Jason Filipek **(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:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$8,201.12

DESCRIPTION:
CE #057 - #47: Existing elevator openings: $8,201.12

ATTACHMENTS:
2025-15 - HCM COR 8.pdf

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.03 - WS 02 - Harbor City Masonry		Other	$ 8,201.12
			Subtotal:	$8,201.12
			Grand Total:	**$8,201.12**

The original (Contract Sum)	$ 189,435.00
Net change by previously authorized Change Orders	$ 17,922.17
The contract sum prior to this Change Order was	$ 207,357.17
The contract sum would be changed by this Change Order in the amount of	$ 8,201.12
The new contract sum including this Change Order will be	$ 215,558.29
The contract time will not be changed by this Change Order by	

DS
BB

Harbor City Masonry
310 S Central Ave
Duluth Minnesota 55807
DocuSigned by:
Roger Anderson 8/26/2026
3335B3A29C3F4C7...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 8/26/2026
F29F9BF62B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 8/26/2026
3DAA69D5EB545E...
SIGNATURE **DATE**

Docusign Envelope ID: 259B8B6F-077A-890E-829D-4DD5DA3CBFA9

Harbor City Masonry, Inc.

310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

June 26, 2026

CHANGE ORDER REQUEST

PROJECT:	DNT Building Renovation Duluth, MN	HCM PROJECT HCM COR	2025-15 8
CONTRACTOR:	ICS 525 South Lake Avenue, Suite 222 Duluth, MN 55802	GC CONTRACT GC COR ATTN:	 Jason Filipek

The change is as follows: **HCM Extra Work**

Block in elevator doors

Material	Description	units	total units	cost/unit	total
Block in elevator doors	12" CMU	block	84.00	$3.64	$305.76
	Spec Mix Mortar	bags	12.00	$15.00	$180.00
	Spec Mix Corefill	bags	40.00	$15.00	$600.00
				Subtotal of Material	$1,085.76

Labor	Description	units	total units	cost/unit	total
6/3/2026	Operator (Jeff Berlin) (Overtime) (Load Truck)	hrs.	1.50	$190.00	$285.00
6-4-26 Floors 2 & 3	Working Foreman (Tony Oion)	hrs.	6.75	$150.00	$1,012.50
	Bricklayer (Nick Nylund)	hrs.	6.75	$140.00	$945.00
	Operator (Travis Anderson) (work on site, unload truck and Restock tools at warehouse)	hrs.	8.00	$140.00	$1,120.00
6-26-26 Floors 1	Working Foreman (Tony Oion)	hrs.	3.25	$150.00	$487.50
	Operator (Travis Anderson) (Load Truck, work on site, unload truck and Restock tools at warehouse)	hrs.	8.00	$140.00	$1,120.00
				Subtotal of Labor	$4,685.00

Equipment	Description	units	total units	cost/unit	total
	Scaffolding & Small Specialized Equipment (Tied to labor total cost)	8% of labor	$4,685.00	8%	$374.80
	Pickup Truck	days	2.00	$ 150.00	$300.00
	Forklift	days	2.00	$375.00	$750.00
	Drill & Paddle	days	2.00	$50.00	$100.00
	Saw	days	2.00	$80.00	$160.00
				Subtotal of Equipment	$1,684.80

Subtotal COR #	8	$7,455.56
10% Profit & Overhead		$745.56
Total COR #	**8**	**$8,201.12**

OE

Docusign Envelope ID: 259B8B6F-077A-890E-829D-4DD5DA3CBFA9

HIC Harbor City Masonry, Inc.
310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 6-3-26 & 6-4-26 WORK FOR WEEK ENDING: 6-7-26

BILL TO: D.N.T.

ADDRESS:

PROJECT NAME:

LOCATION OF WORK: Block in Elevator doors level 2 + 3

NATURE OF WORK:

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	3 W	4 TH	5 F	SA	TOTAL HOURS	RATE	TOTAL
~~Jeff Berlin~~	~~operator~~			1 1/2 OT.						
Tony Dien	Foreman				6 3/4					
Nick Nylund	Bricklayer				6 3/4					
Travis ~~Christian~~	~~operator~~				8					
								LABOR SUB-TOTAL		$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
	56-12" CMU		
	12 Specmix mortar		
	40 Specmix coarse fill		
		MATERIAL & EQUIPMENT SUB-TOTAL	$

PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

FIELD WORK SUB-TOTAL $

PROFIT @ ____ % $

OVERHEAD @ ____ % $

TOTAL BILLED $

Harbor City Masonry
P.O. box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Jeffrey Berlin EMPLOYEE #: 2436 WEEK ENDING: 6-7-26

EMPLOYEE'S SIGNATURE: Jeffrey Berlin FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
SHOP			6:45	5:45		9:45	5:00		6:30	10:00					7:00	5:00								
Timber Hall			5:45	7:15		5:30	9:45		6:00	6:45		6:00	12:30											
Eagan									12:30	4:30														
DNT									4:30	6:00														
Demolition									10:00	12:30		12:30	5:15											
Total Hours Worked			12			11			11.75			11.25			9.5									55.5

No Lunch

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
BRICKLAYER	B
OPERATOR	O
LABORER	L
CEMENT FINISHER	CM
CARPENTER	C
TRUCK DRIVER	T
IRON WORKER	I

VEHICLE CODES	
FULL SIZED PICK-UP	P
MINI SIZED PICK-UP	M
CAR	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
4004a	4" Labor Above
4004b	4" Labor Below
4006a	6" Labor Above
4006b	6" Labor Below
4008a	8" Labor Above
4008b	8" Labor Below

W/C	DESCRIPTION
4009	Styrofoam Labor
4010a	10" Labor Above
4010b	10" Labor Below
4012a	12" Labor Above
4012b	12" Labor Below
4016a	16" Labor Above
4016b	16" Labor Below
4104	4" Glazed Labor
4106	6" Glazed Labor
4108	8" Glazed Labor
4110	10" Glazed Labor
4112	12" Glazed Labor
4201	Precast

W/C	DESCRIPTION
4202	Stone
4304	4" RF Labor
4306	6" RF Labor
4308	8" RF Labor
4310	10" RF Labor
4312	12" RF Labor
4404	4" Burnished
4406	6" Burnished
4408	8" Burnished
4410	10" Burnished
4412	12" Burnished
4960	Tuck Pointing
5000	Rub Walls

Docusign Envelope ID: 259B8B6F-077A-890E-829D-4DD5DA3CBFA9

Harbor City Masonry
P.O. Box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Tony Olson EMPLOYEE #: 4258 WEEK ENDING: 6 7 22

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
Cabanas	0108	B				7:00	3:00																	
Cabanas	0108	B							7:00	3:00														
OUT												7:00	1:45											
Total Hours Worked						6			8			6 3/4												

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
BRICKLAYER	B
OPERATOR	O
LABORER	L
CEMENT FINISHER	CM
CARPENTER	C
TRUCK DRIVER	T
UNION WORKER	I
SUPERINTENDENT	S

VEHICLE CODES	
SMALL SIZED PICK-UP	P
MEDIUM SIZED PICK-UP	M
TRAILER	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
4004a	4" Labor Above
4004b	4" Labor Below
4006a	6" Labor Above
4006b	6" Labor Below
4008a	8" Labor Above
4008b	8" Labor Below

W/C	DESCRIPTION
4009	Styrofoam Labor
4010a	10" Labor Above
4010b	10" Labor Below
4012a	12" Labor Above
4012b	12" Labor Below
4016a	16" Labor Above
4016b	16" Labor Below
4104	4" Glazed Labor
4106	6" Glazed Labor
4108	8" Glazed Labor
4110	10" Glazed Labor
4112	12" Glazed Labor
4201	Precast

W/C	DESCRIPTION
4202	Stone
4304	4" RF Labor
4306	6" RF Labor
4308	8" RF Labor
4310	10" RF Labor
4312	12" RF Labor
4404	4" Burnished
4406	6" Burnished
4408	8" Burnished
4410	10" Burnished
4412	12" Burnished
4960	Tuck Pointing
5000	Rub Walls

Docusign Envelope ID: 259B8B6F-077A-890E-829D-4DD5DA3CBFA9

Harbor City Masonry
P.O. Box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Nick Lyford EMPLOYEE #: 4357 WEEK ENDING: 6/7/26

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
Embarcadero	0508	B				7:00	3:00																	
2nd Avenue	0108	B							7:00	3:00														
OUT												7:00	1:45											
Total Hours Worked						8			8			6 3/4												

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
ICKLAYER	B
ERATOR	O
BORER	L
MENT FINISHER	CM
RPENTER	C
UCK DRIVER	T
ON WORKER	I
PERINTENDENT	S

VEHICLE CODES	
LL SIZED PICK-UP	P
NI SIZED PICK-UP	M
R	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
4004a	4" Labor Above
4004b	4" Labor Below
4006a	6" Labor Above
4006b	6" Labor Below
4008a	8" Labor Above
4008b	8" Labor Below

W/C	DESCRIPTION
4009	Styrofoam Labor
4010a	10" Labor Above
4010b	10" Labor Below
4012a	12" Labor Above
4012b	12" Labor Below
4016a	16" Labor Above
4016b	16" Labor Below
4104	4" Glazed Labor
4106	6" Glazed Labor
4108	8" Glazed Labor
4110	10" Glazed Labor
4112	12" Glazed Labor
4201	Precast

W/C	DESCRIPTION
4202	Stone
4304	4" RF Labor
4306	6" RF Labor
4308	8" RF Labor
4310	10" RF Labor
4312	12" RF Labor
4404	4" Burnished
4406	6" Burnished
4408	8" Burnished
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4412	12" Burnished
4960	Tuck Pointing
5000	Rub Walls

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Harbor City Masonry
P.O. Box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Travis Anderson EMPLOYEE #: 0004 WEEK ENDING: 6.7.20

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
Embassy		O				7:00	3:00		7:00	3:00														
DNT		O										7:00	3:00											
Total Hours Worked						8			8			8												

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
SKLAYER	B
RATOR	O
ORER	L
ENT FINISHER	CM
PENTER	C
CK DRIVER	T
T WORKER	I
ERINTENDENT	S

VEHICLE CODES	
SIZED PICK-UP	P
SIZED PICK-UP	M
	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
4004a	4" Labor Above
4004b	4" Labor Below
4006a	6" Labor Above
4006b	6" Labor Below
4008a	8" Labor Above
4008b	8" Labor Below

W/C	DESCRIPTION
4009	Styrofoam Labor
4010a	10" Labor Above
4010b	10" Labor Below
4012a	12" Labor Above
4012b	12" Labor Below
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Harbor City Masonry, Inc.

310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 6·26·26 WORK FOR WEEK ENDING: 6·28·26

BILL TO: DMT.

ADDRESS:

PROJECT NAME:

LOCATION OF WORK: First Floor Elevator

NATURE OF WORK: Blocking in Elevator Door

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	W	TH	F	SA	TOTAL HOURS	RATE	TOTAL
Tony Olen						3½				
Travis Anderson						8				
								LABOR SUB-TOTAL		$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Cutting Block and	24 12" Block		
Laying Block on			
Elevator Door			
		MATERIAL & EQUIPMENT SUB-TOTAL	$

PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

FIELD WORK SUB-TOTAL $

PROFIT @ ____ % $

OVERHEAD @ ____ % $

TOTAL BILLED $

Harbor City Masonry
P.O. box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Tony Olen EMPLOYEE #: 4258 WEEK ENDING: 6.28.26.

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
D.U.T	4612A	B													7:00	10:15								
Total Hours Worked															3 1/4									

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
BRICKLAYER	B
OPERATOR	O
LABORER	L
CEMENT FINISHER	CM
CARPENTER	C
TRUCK DRIVER	T
IRON WORKER	I

VEHICLE CODES	
FULL SIZED PICK-UP	P
MINI SIZED PICK-UP	M
CAR	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
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4006b	6" Labor Below
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4008b	8" Labor Below

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4012b	12" Labor Below
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Harbor City Masonry
P.O. box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Travis Anderson EMPLOYEE #: 0004 WEEK ENDING: 6.28.26

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
D.N.T		C													7:00	3:00								
Total Hours Worked																8								

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
ICKLAYER	B
ERATOR	O
BORER	L
MENT FINISHER	CM
RPENTER	C
UCK DRIVER	T
ON WORKER	I

VEHICLE CODES	
L SIZED PICK-UP	P
I SIZED PICK-UP	M
R	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
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W/C	DESCRIPTION
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Certificate Of Completion

Envelope Id: 259B8B6F-077A-890E-829D-4DD5DA3CBFA9
Subject: Duluth DNT Harbor City CO #003
Source Envelope:
Document Pages: 10
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 1

Status: Completed

Envelope Originator:
Bekah Fuchs
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413
bekah.fuchs@ics-builds.com
IP Address: 34.225.141.179

Record Tracking

Status: Original
8/25/2026 2:45:15 PM

Holder: Bekah Fuchs
bekah.fuchs@ics-builds.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jason Filipek jason.filipek@ics-builds.com Security Level: Email, Account Authentication (None)	Signed by: Jason Filipek F29F9BF62B28427... Signature Adoption: Pre-selected Style Using IP Address: 174.213.251.161	Sent: 8/25/2026 2:47:10 PM Viewed: 8/26/2026 6:56:04 AM Signed: 8/26/2026 6:56:10 AM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 6:56:04 AM ID: 67e0e747-8da6-4b0a-b384-70fd7b17fc5b		
Roger Anderson roger@harborcitymasonry.com President Harbor City Masonry Inc Security Level: Email, Account Authentication (None)	DocuSigned by: Roger Anderson 3355B3A29C5F4C7... Signature Adoption: Pre-selected Style Using IP Address: 208.107.174.27 Signed using mobile	Sent: 8/26/2026 6:56:12 AM Viewed: 8/26/2026 7:32:17 AM Signed: 8/26/2026 7:32:52 AM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 7:32:17 AM ID: 0464a970-eb1b-4cd4-943a-789de77359c0		
Bryan Brown bryan.brown@isd709.org Security Level: Email, Account Authentication (None)	DS BB Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.237	Sent: 8/26/2026 7:32:53 AM Viewed: 8/26/2026 9:28:10 AM Signed: 8/26/2026 9:28:17 AM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 9:28:10 AM ID: 08018a24-29d2-495c-9898-bc5425787da4		
Simone Zunich simone.zunich@isd709.org Executive Director Business Services ISD 709 Duluth Public Schools Security Level: Email, Account Authentication (None)	Signed by: Simone Zunich 3DAA69D6FEB545E... Signature Adoption: Pre-selected Style Using IP Address: 68.112.116.180	Sent: 8/26/2026 9:28:19 AM Viewed: 8/26/2026 1:44:54 PM Signed: 8/26/2026 1:45:19 PM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 1:44:54 PM ID: 2a1f590b-8399-42f2-9bc1-cd8078224e10		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/25/2026 2:47:10 PM
Certified Delivered	Security Checked	8/26/2026 1:44:54 PM
Signing Complete	Security Checked	8/26/2026 1:45:19 PM
Completed	Security Checked	8/26/2026 1:45:19 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ICS Consulting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ICS Consulting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: karin.borowicz@ics-consult.com

To advise ICS Consulting of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at karin.borowicz@ics-consult.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from ICS Consulting
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with ICS Consulting

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ICS Consulting as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ICS Consulting during the course of my relationship with you.

Docusign Envelope ID: 8330185D-A126-8183-814B-A8B6D99BE9D8

ISD 709 Duluth Public Schools

CCO #004

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

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #004: Sorlie CO #004

CONTRACT COMPANY:	**Sorlie Acoustics** 4729 Martin Road Duluth, Minnesota 55803	**CONTRACT FOR:**	S23075-009:WS 09 - Acoustical Ceilings
DATE CREATED:	8/23/2026	**CREATED BY:**	Jason Filipek **(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:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$3,899.00

DESCRIPTION:
CE #094 - 3rd floor IT room ceiling: $3,899.00
change to drop ceiling

ATTACHMENTS:
RFI #53-ISD 709-3rd Floor IT Room (1).pdf

CHANGE ORDER LINE ITEMS:
CCO #004

#	Cost Code	Description	Type	Amount
1	05-5.09 - WS 09 - Sorlie Acoustics		Other	$ 3,899.00
			Subtotal:	$3,899.00
			Grand Total:	**$3,899.00**

The original (Contract Sum)	$ 190,685.00
Net change by previously authorized Change Orders	$ 5,651.00
The contract sum prior to this Change Order was	$ 196,336.00
The contract sum would be changed by this Change Order in the amount of	$ 3,899.00
The new contract sum including this Change Order will be	$ 200,235.00
The contract time will not be changed by this Change Order by	

DS
BB

Sorlie Acoustics
4729 Martin Road
Duluth Minnesota 55803
DocuSigned by:
Matt Olin 8/26/2026
F4D9E7AD5D4E40C...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 8/26/2026
F79E9BEB2B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Burich 8/27/2026
3DAA69D6FED545E...
SIGNATURE **DATE**

Docusign Envelope ID: 8330185D-A126-8183-814B-A8B6D99BE9D8

SORLIE
ACOUSTICS INC.
4729 MARTIN RD.
DULUTH, MN 55803

Phone : (218) 733-7055
Email : mattolin@sorlieacoustics.com

To: ICS Consulting, LLC From: Matt Olin
Name: Jason Filipek Date Sent: 7/8/2026

Project: Duluth Public Schools, ISD #709 – Education Center

Subject: RFI #53 – 3rd Floor IT Room
Add ceiling tile and grid to room #303
Ceiling tile type: USG #2210 Radar – 2'x2'x5/8" SQ edge
Ceiling grid type: USG DX 15/16"

ADD $3,899.00

Materials = $899.00
Labor = $3,000.00

Submitted by: Matt Olin

X _____

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Subject: Duluth DNT Sorlie CO #004
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1331 Tyler Street N.E., Suite 101
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bekah.fuchs@ics-builds.com
IP Address: 34.225.141.179

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Signer Events	Signature	Timestamp
Jason Filipek jason.filipek@ics-builds.com Security Level: Email, Account Authentication (None)	Signed by: Jason Filipek F29F9BF62B28427... Signature Adoption: Pre-selected Style Using IP Address: 4.43.197.146	Sent: 8/25/2026 1:52:33 PM Viewed: 8/26/2026 11:57:41 AM Signed: 8/26/2026 11:57:46 AM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 11:57:41 AM ID: 5e190cbd-f70d-483e-a99a-664ce0b3299d		
Matt Olin mattolin@sorlieacoustics.com President Sorlie Acoustics Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Matt Olin F4D9F74D6D4E40C... Signature Adoption: Pre-selected Style Using IP Address: 67.3.24.209	Sent: 8/26/2026 11:57:48 AM Viewed: 8/26/2026 12:59:56 PM Signed: 8/26/2026 1:00:15 PM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 12:59:56 PM ID: 3d26423b-41b0-4975-a7ac-131e64a59d44		
Bryan Brown bryan.brown@isd709.org Security Level: Email, Account Authentication (None)	DS BB Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.237	Sent: 8/26/2026 1:00:17 PM Viewed: 8/27/2026 6:40:13 AM Signed: 8/27/2026 6:40:18 AM
Electronic Record and Signature Disclosure: Accepted: 8/27/2026 6:40:13 AM ID: 24e728d8-9ad8-43e7-b4ea-5adb66dfa54b		
Simone Zunich simone.zunich@isd709.org Executive Director Business Services ISD 709 Duluth Public Schools Security Level: Email, Account Authentication (None)	Signed by: Simone Zunich 3DAA69D6FEB545E... Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.242	Sent: 8/27/2026 6:40:21 AM Viewed: 8/27/2026 9:59:54 AM Signed: 8/27/2026 10:00:05 AM
Electronic Record and Signature Disclosure: Accepted: 8/27/2026 9:59:54 AM ID: 3425654d-a296-4ef0-8f40-6fba879d69e9		

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Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/25/2026 1:52:33 PM
Certified Delivered	Security Checked	8/27/2026 9:59:54 AM
Signing Complete	Security Checked	8/27/2026 10:00:05 AM
Completed	Security Checked	8/27/2026 10:00:05 AM
Payment Events	**Status**	**Timestamps**
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ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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ISD 709 Duluth Public Schools

CCO #013

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

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #013: Intercon CO #013

CONTRACT COMPANY:	**Intercon Group, Inc.** 1775 Shilhon Road Duluth, Minnesota 55804	**CONTRACT FOR:**	S23075-003:WS 03 - General Construction
DATE CREATED:	8/10/2026	**CREATED BY:**	Jason Filipek **(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:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$8,523.50

DESCRIPTION:
CE #088 - corner guards: $2,579.50

CE #091 - June Field Work Orders: $1,980.00

CE #100 - Intercon- July FWO: $3,964.00

ATTACHMENTS:
ISD 709 DNT Reno. COR 35 Field WO for June 2026.pdf

CHANGE ORDER LINE ITEMS:
CCO #013

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	corner guards	Other	$ 2,579.50
2	05-5.04 - WS 03 - Intercon Group	June Field Work Orders	Other	$ 1,980.00
3	05-5.04 - WS 03 - Intercon Group	July Field Work Orders	Other	$ 3,964.00
			Subtotal:	$8,523.50
			Grand Total:	**$8,523.50**

The original (Contract Sum)	$ 3,275,480.00
Net change by previously authorized Change Orders	$ 347,118.31
The contract sum prior to this Change Order was	$ 3,622,598.31
The contract sum would be changed by this Change Order in the amount of	$ 8,523.50
The new contract sum including this Change Order will be	$ 3,631,121.81
The contract time will not be changed by this Change Order by	

ISD 709 Duluth Public Schools

CCO #013

DS
BB

Intercon Group, Inc.
1775 Shilhon Road
Duluth Minnesota 55804
Signed by:
Brian Lobbestael 8/12/2026
0C58F94A8E9342D...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 8/12/2026
F23F9BF02B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Zunich 8/12/2026
3DAA60D6FEB545E...
SIGNATURE **DATE**

Docusign Envelope ID: BE5F9420-13AB-8F17-8306-AE0B80236965

CHANGE ORDER REQUEST

DATE: June 29, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 35 Field WO for June 2026

COR # 35

Field WO 2108

Install ¼" plywood at base of walls in bathrooms 145, 149, 240, 241, 242 & 243 for epoxy application

LABOR - (15) Carp Hrs. @ $120.00 ea	$ 1,800.00
Intercon Markup 10%	$ 180.00
TOTAL	$ 1,980.00
TOTAL COR # 35	$ 1,980.00

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

docusign

Certificate Of Completion

Envelope Id: BE5F9420-13AB-8F17-8306-AE0B80236965
Subject: Duluth DNT Intercon CO #013
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 1

Status: Completed

Envelope Originator:
Bekah Chapman
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413
bekah.chapman@ics-builds.com
IP Address: 54.146.192.81

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bekah.chapman@ics-builds.com

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Jason Filipek jason.filipek@ics-builds.com Security Level: Email, Account Authentication (None)	Signed by: Jason Filipek F29F9BF62B28427... Signature Adoption: Pre-selected Style Using IP Address: 4.43.197.146	Sent: 8/11/2026 3:12:18 PM Viewed: 8/12/2026 9:11:59 AM Signed: 8/12/2026 9:12:06 AM
Electronic Record and Signature Disclosure: Accepted: 8/12/2026 9:11:59 AM ID: c482f54e-e925-4840-b1ec-16672111abc7		
Brian Lobbestael brian@intercongroupinc.com President Intercon Group Inc. Security Level: Email, Account Authentication (None)	Signed by: Brian Lobbestael 0C58F94A8E9342D... Signature Adoption: Pre-selected Style Using IP Address: 64.188.165.137	Sent: 8/12/2026 9:12:07 AM Viewed: 8/12/2026 11:31:17 AM Signed: 8/12/2026 11:32:08 AM
Electronic Record and Signature Disclosure: Accepted: 8/12/2026 11:31:17 AM ID: 73c448c6-db97-4999-992b-9917c2805339		
Bryan Brown bryan.brown@isd709.org Security Level: Email, Account Authentication (None)	DS BB Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.237	Sent: 8/12/2026 11:32:09 AM Viewed: 8/12/2026 12:07:36 PM Signed: 8/12/2026 12:07:42 PM
Electronic Record and Signature Disclosure: Accepted: 8/12/2026 12:07:36 PM ID: 9c7995c0-1e69-4fea-b20d-a262965a4856		
Simone Zunich simone.zunich@isd709.org Executive Director Business Services ISD 709 Duluth Public Schools Security Level: Email, Account Authentication (None)	Signed by: Simone Zunich 3DAA69D6FEB545E... Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.235	Sent: 8/12/2026 12:07:44 PM Viewed: 8/12/2026 1:32:01 PM Signed: 8/12/2026 1:32:19 PM
Electronic Record and Signature Disclosure: Accepted: 8/12/2026 1:32:01 PM ID: 686d394d-c419-44f4-a63f-ad86c5570bce		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
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Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/11/2026 3:12:18 PM
Certified Delivered	Security Checked	8/12/2026 1:32:01 PM
Signing Complete	Security Checked	8/12/2026 1:32:19 PM
Completed	Security Checked	8/12/2026 1:32:19 PM
Payment Events	**Status**	**Timestamps**
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ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator:
Admin: Kayla Labat
Revision #:
Date: 9/22/2026 *Bid Due Date:* 9/22/2026
Plan Date: *Addendum :*

To	*Project*
ISD 709 DULUTH PUBLIC SCHOOLS 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 Phone:	Denfeld High School – Wood Underlayment 401 44th Ave West Duluth, MN 55807

PO# 01527029

Scope

Return 40 Sheets of Wood Underlayment, (excess material not needed for project).

TOTAL (APPLICABLE TAX INCLUDED) ($ 793.00)

PROPOSAL TOTAL ($ 793.00)

THIS QUOTE DOES NOT INCLUDE POTENTIAL TARIFF INCREASE, AND IS SUBJECT TO CHANGE. PRICING ADJUSTMENTS WILL BE MADE TO REFLECT CHANGES IN TRADE REGULATIONS OR GOVERNMENT-IMPOSED FEES

With the exception of imposed tariffs, quotes are good for 30 days.

*****CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. *****

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WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

1. P&I (PRODUCT & INSTALLATION) **ISD 709 DULUTH PUBLIC SCHOOLS**

Signed: _____ ***Signed:*** _____

JEFF NEYSSEN

Proposal Total: ($793.00) ***Proposed Installation Start Date:*** _____

cfs
INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator:
Admin: Kayla Labat
Revision #:
Date: 9/11/2026 *Bid Due Date:* 9/11/2026
Plan Date: *Addendum :*

PO # 01527031

To
ISD 709 DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811
Phone:

Project
Myers Wikins Elementary, Job # 119904 ADD
1027 NORTH 8TH AVENUE EAST
DULUTH, MN 55805

Scope

Add VCT & Vinyl Base to Calming Rooms # 224A & 315B.

Add VCT & Vinyl Base to Room # 314,

Add for 2nd Skim Coat needed for VCT installation in Rooms # 309, 314, 316, 324, 325 & 326.

Add to Add Carpet Circle in Music Room.

Add to Demo existing Carpet & Install Owners Carpet behind Desk in Office.

Add for additional Trip Charges & Per Diem necessary for February work.

Add for additional Demo Dumpster needed for February Work.

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**19,820.00**
PROPOSAL TOTAL	**$**	**19,820.00**

Bryan J. Brown
9/15/26

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WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

1. P&I (PRODUCT & INSTALLATION)

Signed: JEFF NEYSSEN

Proposal Total: $19,820.00

ISD 709 DULUTH PUBLIC SCHOOLS

Signed: _____

Proposed Installation Start Date: _____

cfs
INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator:
Admin: Kayla Labat
Revision #:
Date: 9/11/2026 ***Bid Due Date:*** 9/11/2026
Plan Date: ***Addendum :***

PO # 01527029

To

ISD 709 DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811
Phone:

Project

Adds to Denfeld High School
401 North 44th Avenue West
Duluth, MN 55807

Add VCT & Vinyl Base to Office in Choir Room, Room # 2110.

Add VCT & Vinyl Base to Make Up Room # 30, in Choir Room.

Add for additional Prep/Self Leveling needed to existing Wood Underlayment in Classrooms.

Add to use VCT color # 569 Ebony, in lieu of original VCT colors selected & ordered/received for the Lecture Hall.

Add to remove & replace VCT Damaged by others in the Lecture Hall.

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**20,360.00**
PROPOSAL TOTAL	**$**	**20,360.00**

Byron J. Anderson 9/15/26

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WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

1. P&I (PRODUCT & INSTALLATION)

Signed: _____

JEFF NEYSSEN

Proposal Total: $20,360.00

ISD 709 DULUTH PUBLIC SCHOOLS

Signed: _____

Proposed Installation Start Date: _____

cfs
INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator:
Admin: Kayla Labat
Revision #:
Date: 9/14/2026 *Bid Due Date:* 9/14/2026
Plan Date: *Addendum :*

PO # 01527083

To

ISD 709 DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811

Phone:

Project

ISD # 709 Duluth: DNT Building - ADDS
JOB #119963
424 WEST FIRST STREET
DULUTH, MN 55082

Use/ Order VCT in Lieu of CPT -9 in Rooms # 132, 133, 134, 136, 137 & 140, (after VCT was ordered & received, owner decided only Room # 133 is to use VCT. Excess VCT to be turned over to owner as attic stock).

Replace Damaged Carpet due to water leak/flood in Rooms # 135 & 141.

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**5,360.00**
PROPOSAL TOTAL	**$**	**5,360.00**

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WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Bryan J. Brown 9/15/26

1. P&I (PRODUCT & INSTALLATION) **ISD 709 DULUTH PUBLIC SCHOOLS**

Signed: _____ ***Signed:*** _____

JEFF NEYSSEN

Proposal Total: $5,360.00 ***Proposed Installation Start Date:*** _____

cfs
INTERIORS + FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: Kayla Labat
Estimator:
Admin:
Revision #:
Date: 8/26/2026 *Bid Due Date:* 8/26/2026
Plan Date: *Addendum :*

PO # 01527032

To
ISD 709 DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811
Phone:

Project
STOW ELEMENTARY, JOB #119961 ADD
715 101ST AVE WEST
DULUTH, MN 55808

Add second Skim Coat to Rooms # 1,3, 5, 6, 19, 22 & Hallways.

Demo Rubber Tile outside of Rooms # 27, 28 & 29.

Demo damaged VCT,(damaged by others), & Reinstall new VCT in Room # 38.

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**14,545.00**
PROPOSAL TOTAL	**$**	**14,545.00**

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1. P&I (PRODUCT & INSTALLATION) **ISD 709 DULUTH PUBLIC SCHOOLS**

Signed: Jeff Neyssen ***Signed:*** Byron J. Brown

Proposal Total: $14,545.00 ***Proposed Installation Start Date:***

Simone Zunich

Change Order Quote

Century Fence Company
14839 Lake Dr NE
Forest Lake, MN 55025

Quote To:
Heather Morberg
DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DR.
DULUTH, MN 55811

Project Location:
Duluth Public Schools-Denfeld School Fence Repair-Duluth, MN
46.747079-92.159834
Duluth Public Schools-Denfeld School Fence Repair-Duluth, MN
Duluth, MN 55807

Quote #: 37912
PCO #: 1
Quote Date: 09/14/2026

Description
Remove existing line posts, top railing, bottom railing, and dispose of all damaged materials.
Re-install new line posts air driven 60" in depth with top and bottom railing.

Quote Total: $8,980.00

Quote Valid For 15 days

Buyer's Signature: _____ **Date:** 9/14/26

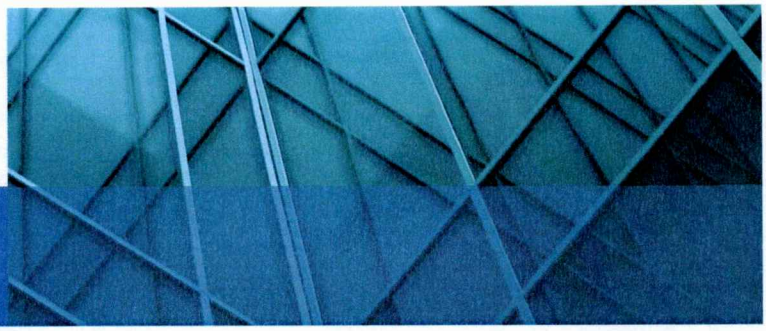
Submitted by: Nathan Horner

Nathan Horner

This quote when accepted in writing by purchaser and by Century Fence Company includes the terms and conditions set forth on www.centuryfence.com which are incorporated by reference and becomes a contract between two parties. If

Docusign Envelope ID: 3F761F24-11CA-8B60-8390-D19A687D356C

mntrust



CLOSE SUB-ACCOUNT/MASTER AUTHORIZATION

SECTION A: ACCOUNT INFORMATION

1. Participant Name: Duluth ISD 709
2. Master Account Number: MN02-30128
3. Name of Sub-Account to be Closed (Example: General, Water, Reserves): 2021D Facility Maintenance Bonds (0211)
4. Name of Master Account to be Closed (includes all sub-accounts): N/A
5. Effective Date of Closing: 9/17/26
6. Reason for Closing: Funds spent down.

SECTION B: TRANSACTIONS

7. If there is a balance, please specify payout method:

☑ **Transfer balance to Internal MNTrust Sub-Account**
Transfer the balance of the closed account (plus accrued interest) to:
MNTrust Sub-Account Name: General
MNTrust Sub-Account Number: 0101

☐ **Same-Day Fed Wire Redemption**
Wire ID Number:

☐ **Next-Day ACH (Automated Clearing House) Redemption**
ACH ID Number:

SECTION C: AUTHORIZATION

This section must be signed by an authorized individual. An authorized individual is a person who has been granted authorization to close an account (as designated on the Primary Contact Information form or the Authorized Personnel Information form).

Signature: Signed by: Simone Zunich EGA9815784064D8... Date: 9/16/2026

Printed Name: Simone Zunich Phone: (218) 336-1079

Title: Exec. Dir. of Business Svs. Email: Simone.Zunich@isd709.org

Send completed forms to your PMA representative or to gps@pmanetwork.com

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, October 1, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
    A. 422 Policies Incorporated by Reference 2
3. **POLICIES FOR SECOND READING**
    A. 715 Electronic Fund Transfers 3
4. **POLICIES FOR REVIEW**
    A. 621 Literacy and the Read Act 5
    B. 709 Student Transportation Safety Policy 14
    C. 722 Public Data and Data Subject Requests 29
5. **REGULATIONS - Informational**
6. **OTHER**

*Adopted:*_____ *MSBA/MASA Model Policy 422*
Orig. 1995
*Revised:*_____ *Rev. 2022*

422 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies that also apply to employees:

Model Policy 505	Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
Model Policy 507	Corporal Punishment
Model Policy 510	Student Activities
Model Policy 511	Student Fundraising
Model Policy 517	Student Recruiting
Model Policy 518	DNR-DNI Orders
Model Policy 519	Interviews of Students by Outside Agencies
Model Policy 522	Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process
Model Policy 524	Internet Acceptable Use and Safety Policy
Model Policy 525	Violence Prevention
Model Policy 535	Service Animals in Schools

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None

New Policy
First Reading:

715 ELECTRONIC FUND TRANSFERS

I. PURPOSE

The purpose of this policy is to establish guidelines for the electronic funds transfers of school district funds.

II. GENERAL STATEMENT OF POLICY

It is the intent of this school district to comply with all state laws relating to electronic funds transfers.

III. SCOPE

This policy applies to all electronic funds of the school district.

IV. AUTHORITY AND OBJECTIVES

A. The funds of the school district shall be transferred in accordance with this policy, Minnesota Statutes section 471.38, and any other applicable law or written administrative procedures.

B. The primary criteria for electronic funds transfers of the school district are as follows:

1. The school board shall delegate the authority to make electronic funds transfers to the director of business services and their designated business office official.
2. The disbursing bank shall keep on file a copy of the Electronic Fund Transfer policy.
3. The initiator of the electronic transfer shall be identified.
4. The initiator shall document the request and obtain approval from the designated business office official before initiating the transfer.
5. A written confirmation of the transaction shall be made no later than one business day after the transaction and shall be used in lieu of a check, order check or warrant required to support the transaction.
6. A list of all transactions made by electronic funds transfer shall be submitted to the school board at its next regular meeting after the transaction.

V. DELEGATION OF AUTHORITY

The executive director of business services is designated as the business administrator of the school district and is responsible for electronic funds transfers and activities under the direction of this policy.

The executive director of business services may delegate certain duties to the business office employees, but shall remain responsible for the operation of the program.

Legal References: Minn. Stat. § 471.38, subd. 3 (Claims)

New Policy
First Reading: 09.22.2026

715 ELECTRONIC FUND TRANSFERS

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New Policy
First Reading:

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.

B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.

C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board ~~as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher,~~ who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. ~~A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.~~

E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one (1) district, jointly by two (2) or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

G. "Oral language," also called "expressive language" ~~or~~ and "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics. Oral language also includes sign language, in which speaking and listening skills are defined as expressive and receptive skills, and consists of phonology, including sign language phonological awareness, morphology, syntax, semantics, and pragmatics.

H. "Parent" means a student's parent or legal guardian.

~~H~~I. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.

~~I~~J. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.

~~J~~K. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

~~K~~L. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

~~L~~M. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.

~~M~~N. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

~~N~~O. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six (6) weeks of the school year, by February 15 each year, and again within the last six (6) weeks of the school year. A district must provide vendor-approved screening accommodations to students with documented accommodation plans.

A district must administer an approved reading screener to students in grades 4 and above who are not reading at grade level at least once per year until the student reaches grande-level proficiency. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).

B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.

C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:

1. the student's reading proficiency as measured by a screener approved by MDE;

2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.

E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. ~~For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of~~

~~dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.~~

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. For students enrolled in dual language immersion programs:

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;

2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;

4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and

5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.

F. An English language learner must be screened for characteristics of dyslexia according to the vendor's assessment guidelines.

~~F~~G. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;

2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.

B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.

D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

VII. LOCAL LITERACY PLAN

A. The school district must adopt a local literacy plan to have every 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. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;

6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;

7. a statement of whether the school district has adopted a MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

    a. students in kindergarten through grade 3;

    b. students who demonstrate characteristics of dyslexia; and

    c. students in grades 4 to 12 who are identified as not reading at grade level.

9. the number of teachers and other staff that have completed training approved by the department;

10. the number of teachers and other staff proposed for training in structured literacy;

11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;

12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; ~~and~~

13. beginning on December 31, 2025, for a district with a dual language immersion program:

    a. the program's partner language;

    b. grade levels included in the program;

    c. the language used to screen students' foundational reading skills;

    d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and

    e. the number of students in the program in grades 4 to 12 who are

identified as not reading at grade level., and

14. beginning with the 2026-2027 school year, a description of how schools in the district will use the school library media center to complement students' foundational reading skills.

B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner.

C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. reading intervention teachers working with students in kindergarten through grade 12;

2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;

3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;

4. curriculum directors;

5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;

6. employees who select literacy instructional materials for a district; and

7. teachers holding English as a second language teaching licenses.

B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:

1. teachers who provide foundational reading instruction to students in grades 4 to 12;

2. teachers who provide instruction to students in a state-approved alternative program; and

3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school

district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or

2. a training program that MDE has determined meets the professional development requirements under the Read Act.

E. Beginning July 1, 2027, an educator required to receive training under Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a), who is new to the state of Minnesota or is a newly licensed teacher who did not receive instruction in the teaching of foundational reading skills based on structured literacy, must complete one (1) of the approved required trainings. Training must be offered through the regional literacy network and facilitated by a local certified trained facilitator. MDE must review district literacy lead waiver requests and grant waivers to educators new to the state or educators who provide reading instruction exclusively using alternatives to sound-based approaches, and who have completed the professional development requirements consistent with this subdivision.

F. For the 2024-2025, 2025-2026 and 2026-2027 school years only, the hours of instruction requirement under Minnesota Statutes, section 120A.41 for students in elementary and secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9 and 13, is reduced by 5-1/2 hours for a district that enters into an agreement with the exclusive representative of the teachers that requires teachers to receive at least 5-1/2 hours of approved evidence-based training required under this subdivision, on a day when other students in the district receive instruction.

The hours of instruction reduction for secondary school students is applicable only for the 2025-2026 and 2026-2027 school years.

G. An educator who was first enrolled in an elementary, special education, or early childhood education Minnesota-approved teacher preparation program on or after June 1, 2026, does not need to receive additional training according to Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a).

H. All professional development and digital curriculum resources must comply with the accessibility standards developed according to Minnesota Statutes, section 16E.03, subdivision 9. Professional development provided in accordance with the Read Act is subject to the requirements of Minnesota Statutes, section 363A.43.

IX. STAFF DEVELOPMENT

A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c) . The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

B. The school district shall use the data under Article V. above to identify the staff development needs so that:

1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;

2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;

3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;

4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References:
Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. §124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)
Minn. Stat. § 363A.43 (Continuing Education; Accessibility)

Cross References: None

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Revised:

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. school district policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8 The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Instruction

a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation manager. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

a. Immediately follow the directions of the driver.

b. Sit in your seat facing forward.

c. Talk quietly and use appropriate language.

d. Keep all parts of your body inside the bus.

e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

These consequences are outlined in the Student Handbook. See the Table of Contents under Transportation of Public School Students to find the exact page.

(1) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(2) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(3) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(4) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop 5 minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, or B Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Paragraphs VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Paragraphs VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Subparagraph VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Subparagraph VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the *Minnesota Model School Bus Driver Training Program*.

2. Only students assigned to the school bus by the transportation office shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic.

   For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71~~.~~:

   "School bus" means a motor vehicle used to: (1) transport pupils to or from a school defined in Minnesota Statutes, section 120A.22, or to or from school-related activities, by the school or a school district, or by someone under an agreement with the school or a school district; or (2) provide training on the operation of the vehicle for purposes specified in clause (1) to employees of the school, school district, or a person under agreement with the school or school district.

   A school bus does not include a motor vehicle transporting children to or from school for which parents or guardians receive direct compensation from a school district, a motor coach operating under charter carrier authority, a transit bus providing services as defined in Minnesota Statutes, section 174.22, subdivision 7, or a vehicle otherwise qualifying as a type III vehicle under Minnesota Statutes, section 169.011, subdivision 71, paragraph (h), when the vehicle is properly registered and insured and being driven by an employee or agent of a school district for nonscheduled or nonregular transportation.

   In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher

       A minimum of one (1) 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. ~~First aid kit and b~~Body fluids cleanup kit

       A ~~minimum of a 10-unit first aid kit and a~~ body fluids cleanup kit is required. ~~They~~ The kit must be contained in a removable, moisture- and dust-proof container~~s~~ mounted in an accessible place within the driver's compartment and must be marked to indicate ~~their~~ the kit's identity ~~and location~~.

    c. First Aid Kit

       A first aid kit meeting the requirements as defined in the current version of the National School Transportation Specifications and Procedures (NSTSP) must be provided in vehicles model year 2027 and newer. All other vehicles may contain a minimum of a ten-unit first aid kit, as specified in Minnesota Rules 1993, part 3520.5120, or a first aid kit meeting the requirements of the NSTSP. After January 1, 2030, all type III vehicles must be equipped with a first aid kit meeting the requirements of the NSTSP.

    ~~c~~d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child

passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pretrip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with Paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, Subd. 2 (See Paragraph II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under a separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency

phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the *Minnesota Model School Bus Driver Training Program*. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Medical Notes shall be maintained on the school bus for students.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated the transportation manager to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY HAZARD COMMITTEE

The school board may establish a student transportation safety hazard committee. The chair of the student transportation safety committee is the school district's transportation manager. The school board shall appoint the other members of the student transportation safety hazard committee. Membership may include parents, school bus drivers, representatives of school bus

companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References:

Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules 1993, part 3520.5120
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:

MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources:

Minnesota Department of Public Safety: *School Bus Resources* (accessed 10/12/25)
National Highway Traffic Safety Administration: *Guideline for the Safe Transportation of Pre-school Age Children in School Buses* (Feb. 1999) (accessed 10/12/25)

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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.

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~~ ABOUT 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~~ thirty (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 Department 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. SAFE AT HOME PARTICIPANTS AND DATA PRIVACY

Prohibition of Discrimination

The school district must not, on the basis of an individual's status as an Address Confidentiality Program participant where a reasonable person, considering all the circumstances, would conclude that the refusal, different terms or requirements, or other action was motivated by the individual's status as a program participant rather than by a legitimate, nondiscriminatory business purpose, safety or operational concern, or a requirement of federal or state law:

A. refuse to provide education services to an individual;

B. provide services to an individual on different terms or with different requirements

than an individual who is not a program participant; or

C. otherwise discriminate against an individual.

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*

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
Revised:	

Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, October 20, 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 -September 22, 2026 3
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 6
         b. Rescission of disciplinary action ratified by the Board on September 22, 2026, and approval of Separation Agreement.
      2) Finance
         a. Financial Report 7
         b. Fundraisers 8
         c. Bids, RFPs and Quotes
            (1) RFP #351 - OEMS Boiler Replacement (LTFM Funding) 9
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests - N/A
         b. Field Trip Requests
            (1) Lakewood Elementary Wolf Ridge 11
         c. Data Sharing Agreements - N/A
   C. **Approval of Policy Readings**
      1) First Readings
         a. 422 Policies Incorporated by Reference 17
      2) Second Readings
         a. 715 Electronic Fund Transfers 18
      3) Policies for Review
         a. 621 Literacy and the Read Act 21
         b. 709 Student Transportation Safety Policy 39
         c. 722 Public Data and Data Subject Requests 69
   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 - October 6, 2026 87
      2) Policy Committee - October 1, 2026 154

3) Human Resources/Business Services Committee - *(October 12, 2026)* 191

Regular School Board Meeting
Tuesday, September 22, 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:	Present
Amber Sadowski:	Present
Stephanie Williams:	Present

Present: 7.
Member Durick Eder left at 7:42 p.m. and returned at 7:49 p.m.

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

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to Approve the Agenda. This motion, made by Jill Lofald and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

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

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
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
Referendum Update
School Board Member Recognition
Other

Discussion was had.

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 *(September 1, 2026)*
Assistant Superintendent Bonds presented the Committee of the Whole Report.

7.B. Human Resources/Business Services Committee *(September 14, 2026)*
Member Sadowski presented the Human Resources/Business Services Committee Report.

7.C. Policy Committee *(September 10, 2026)*
Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates
Member Loeffler- Kemp shared an update on attending the Head Start Parent Council meeting.
Member Lofald shared an update on attending the Minnesota State High School League (MSHSL) Fall meeting.
Member Mikesell shared an update on attending the Inter-Governmental meeting.

9. Consent Agenda
Move to Approve the Consent Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10. Resolutions from Committee Reports

10.A. B-9-26-4185 - Maximum Levy Certification
Move to Approve Resolution B-9-26-4185 Maximum Levy Certification. This motion, made by Amber Sadowski and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.B. B-9-26-4186 - Acceptance of Donations to Duluth Public Schools
Move to Approve Resolution B-9-26-4186 Acceptance of Donations to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.C. B-9-26-4187 - Authorized Bank Account Signer
Move to Approve Resolution B-9-26-4187 Authorized Bank Account Signer. This motion, made by Henry Banks and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11. Special Resolutions and Action Items

12. Questions / Other

13. Adjournment
Move to Adjourn at 8:03 p.m. This motion, made by Stephanie Williams and seconded by Jill Lofald, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

HUMAN RESOURCES ACTION ITEMS FOR: October 12th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
AQUINO SANTANA, JORGE Y	LTS SOCIAL STUDIES/EAST, (BA) III, 1, 1.0, MCDONALD R.	09/02/2026
ECKHOFF, JACY I	24 HOUR POST LTS ART TEACHER/ROCKRIDGE,(BA) III, 2, 1.0, SCHROEDER O.	09/14/2026
FITZGERALD, DIANE L	LTS GUIDANCE COUNSELOR/DENFELD, (MA) IV, 9, 1.0, HAMM-DIGATONO L.	09/10/2026
LOMMEL, ADRIENNE M	SPED SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 1.0, HOLECEK T.	09/14/2026
MATTISON, ANDREA E	24 HOUR POST PRESCHOOL/HEADSTART TEACHER/ DISTRICT WIDE, (MA) IV, 9, 1.0, MCNEIL D.	09/28/2026
RICHARDSON, TRISTAN N	SPED EBD RESOURCE TEACHER/DENFELD, (BA) III, 1, 1.0,	09/14/2026
SOLOMON, JESSICA L	SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 1.0, WOHLWEND A.	10/07/2026
WILD, CHRISTINA R	SPED SETTING IV STEPS TEACHER/ROCKRIDGE, (PHD) V, 9, 1.0	09/09/2026

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
VAN LOON, GRACE G	SPED ELEMENTARY RESOURCE - CONGDON PARK ES	10/2/2026
WELHOUSE, CASSIDY R	SPED SECONDARY RESOURCE - DENFELD HS	9/9/2026
WOHLWEND, ALEXANDRA A	SPED SCHOOL NURSE - EAST HS	10/14/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
ANTONICH, BRENDA L	GRADE 1 - HOMECROFT ES	06/11/2027

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ANDERSON, CASSANDRA D	HEALTH ASSISTANT/LPN PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, $27.78/HR, TAPPER L.	9/24/2026
ANDERSON, JEANNE E	OFFICE SUPPORT SPECIALIST INTERMEDIATE/DSC, 40/52WKS, $20.25/HR, ROY A.	09/14/2026
BOYER, LINDA M	NUTRITIONAL SERVICE ASST/DENFELD, 30/38WKS $16.31/HR, CONLEY T.	09/03/2026
BUTLER, RYAN L	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, $19.62/TREMBLE, J	09/28/2026
DANILUK, MICHAEL A	CUSTODIAN/ORDEAN EAST, 40/52WKS, $18.59/HR, CHRAPKOWSKI S.	09/14/2026
EVERETT, GINA M	BUS DRIVER II/TRANSPORTATION, 40/38WKS, $24.49/HR	09/04/2026
FORTIN, JACQUELYN R	SPE SETTING III PROGRAM PARA/LAURA MACARTHUR. 31.25/38WKS, $21.90/HR, GANZ V.	09/17/2026
GEARY, SAVANNAH W	HOURLY DISHWASHER/LAURA MACARTHUR, UP TO 12HRS/38WKS, $14.00/HR	09/14/2026
HOLSTROM, ERICA T	SPED STUDENT SPECIFIC SETTING III PARA/LESTER PARK, 31.25/38WKS, $21.90/HR,	09/29/2026
KAETER, CYNTHIA L	HOURLY MONITOR/LAKEWOOD, UP TO 23HRS/38WKS, $15.00/HR	09/28/2026
KASZA, ALIZ	HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, $15.00/HR	09/30/2026
KEARLEY, VALERIE G	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $22.12/HR, BONDESON M.	09/28/2026
KIER-FICKEN, KARISSA A	CULTURAL IMMERSION PARA/LOWELL, 40/52WKS, $23.02/HR, KINGFISHER B.	09/28/2026
LARSON, ELIZABETH J	SPED BUILDING WIDE PARA/LAKEWOOD, 33.75/38WKS, $20.80/HR, ONNEN J.	09/09/2026
OSCAL ORREGO, EMELY D	SPED SETTING III PROGRAM PARA/LINCOLN PARK, 33.75/38WKS, $22.12/HR, FLEGEL T.	09/09/2026
SEXTON, MADISON N	SPED SETTING III PROGRAM PARA/LAURA MACARTHUR, 33.75/38WKS, $21.90/HR, FULLER H.	09/16/2026
SILVER, LISA M	NUTRITIONAL SERVICE ASST/EAST, 30/38WKS, $16.31/HR	09/24/2026

NON-CERT RESIGNATIONS	POSITION	EFFECTIVE DATES
BOLTS, WINN D	SCHOOL CUSTODIAN 1 - EAST HS	09/23/2026
GEHRING, JOSEPH G	HRLY CHILD NUTRITION HELPER - LAURA MAC	08/26/2026
LARSON, ELIZABETH J	SPED BW PARA - LAKEWOOD ES	09/29/2026
PETERSON, BETH A	CAFETERIA HELPER 1 - DENFELD HS	06/05/2026
SCHROEDER, ERIC J	SECOND SHIFT ENGINEER 1 - MYERS-WILKINS ES	09/18/2026
SILJENDAHL, CHRISTOPHER J	HEAD BASEBALL COACH - EAST HS	09/23/2026
THORNE, TRACY	CAFETERIA HELPER 1 - CONGDON PARK ES	09/29/2026

NON-CERT PRESUMED RESIGNED	POSITION	EFFECTIVE DATES
MIELKE, KRYSTA E	HRLY CAFETERIA HELPER - LAURA MAC	2/1/2025

NON-CERT TERMINATION	POSITION	EFFECTIVE DATES
BRUN, JULIE M	ENGINEER 2 - CONGDON PARK ES	9/23/2026
BLACK, MELANIE	REALEASED ON PROBATION- OSS-S LINCOLN PARK MS	9/30/2026

DISPLACEMENTS	POSITION	EFFECTIVE DATES
THOMAS, EMERSEN R	SPED CHILD SPEC SETTING III/IV - DCES	9/28/2026

Duluth Public Schools

HR/Business Services Committee Monthly Fund Balance Report
October 12, 2026 Committee Meeting

BUDGET SUMMARY

10/09/26

REVENUES	26-27 CURRENT YEAR ADOPTED BUDGET	26-27 CURRENT YEAR REVISED BUDG	26-27 RECEIVED TO YEAR TO DATE	26-27 RECEIVED ENCUMBERED	26-27 BUDGET BALANCE	Percent spent
FUND	Jul-26	JULY 25-26	July -June	July -June	July -June	
General 1	$ 144,077,034.04	$ 144,077,634.04	$ 20,590,651.06	$ 65,898.16	$ 123,421,084.82	14%
Food Service 2	$ 6,283,279.34	$ 6,283,279.34	$ 44,470.34	$ -	$ 6,238,809.00	1%
Transportation 3	$ 3,892,699.02	$ 3,892,699.02	$ 1,199,131.18	$ -	$ 2,693,567.84	31%
Community Ed 4	$ 7,968,395.16	$ 7,968,395.16	$ 1,107,635.61	$ -	$ 6,860,759.55	14%
Operating Capital 5	$ 6,368,094.59	$ 6,368,094.59	$ 378,113.46	$ -	$ 5,989,981.13	6%
Building Construction 6	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund 7	$ 28,913,419.16	$ 28,913,419.16	$ 2,031,940.77	$ -	$ 26,881,478.39	7%
Trust Fund 8	$ 305,000.00	$ 305,000.00	$ -	$ -	$ 305,000.00	0%
Dental Insurance Fund 20	$ 1,201,126.00	$ 1,201,126.00	$ 285,849.27	$ -	$ 915,276.73	24%
Student Activity 79			$ 50,565.73	$ -	$ (50,565.73)	#DIV/0!
REVENUE TOTALS	**$ 199,009,047.31**	**$ 199,009,647.31**	**$ 25,688,357.42**	**$ 65,898.16**	**$ - $ 173,255,391.73**	13%

EXPENSES	26-27 CURRENT YEAR ADOPTED BUDGET	26-27 CURRENT YEAR REVISED BUDG	26-27 EXPENSES TO YEAR TO DATE	26-27 EXPENSES ENCUMBERED	26-27 BUDGET BALANCE	
FUND	Jul-26	JULY 25-26	July - June	July -June	July - June	
General 1	$ 144,183,480.90	$ 144,385,229.71	$ 26,197,243.84	$ 4,665,553.26	$ 113,522,432.61	21%
Food Service 2	$ 6,364,884.00	$ 6,364,884.00	$ 456,064.83	$ 3,258,591.33	$ 2,650,227.84	58%
Transportation 3	$ 8,001,308.74	$ 8,001,308.74	$ 1,044,966.87	$ 561,997.70	$ 6,394,344.17	20%
Community Ed 4	$ 7,855,857.50	$ 8,006,966.50	$ 1,353,266.72	$ 48,679.09	$ 6,605,020.69	18%
Operating Captial 5	$ 5,995,679.92	$ 5,995,679.92	$ 3,067,110.44	$ 1,632,699.39	$ 1,295,870.09	78%
Building Construction 6	$ -	$ -	$ 4,439,638.32	$ 5,455,146.57	$ (9,894,784.89)	
Debt Service Fund 7	$ 28,453,464.48	$ 28,453,464.48	$ 1,199,582.42	$ -	$ 27,253,882.06	4%
Trust Fund 8	$ 285,842.00	$ 285,842.00	$ -	$ -	$ 285,842.00	0%
Dental Insurance Fund 20	$ 1,309,828.00	$ 1,309,828.00	$ 399,749.10	$ -	$ 910,078.90	31%
Student Activity 79		$ 447,726.76	$ 93,871.95	$ 26,197.60	$ 327,657.21	27%
EXPENSE TOTALS	**$ 202,450,345.54**	**$ 203,250,930.11**	**$ 38,251,494.49**	**$ 15,648,864.94**	**$ - $ 149,350,570.68**	27%

September 2026 - Checks/ACHs Issued

	Starting #	Ending #	Amount
Checks	733243	733689	$ 3,327,092.45
EFTS (EOM)	4842	4870	$ 18,529,075.61
ACHs (PR & Emp Reimb)	238316	240877	$ 4,423,066.00

Extra Curricul	Fund 01 Prog 298
Revenue	$ 67,049.26
Expense	$ 54,053.32

Fundraisers Reported
September 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
East	Duluth East Girls Soccer	$900.00	Kwik Trip Car Wash Cards
East	Duluth East Dance team	$500.00	Butterbraids
East	Duluth East Dance Team	$400.00	25% of sales
East	Duluth East Dance Team	$3,000.00	Volunteering at event to receive percentage of sales
East	Duluth Dance Team	$500.00	Volunteering at event to receive donation.
East	Alpine: Boys and Girls	$8,000.00	Online Crowdfunding
East - Duluth East Bands	Duluth East Bands	$1,500.00	Betty's Pies
East	East Orchestra	$2,500.00	Wreath Sale
Lakewood	The 5th Grade Class	$3,980.00	Kwik Trip Carwash Cards
ECFE Program Districtwide	ECFE program district wide	$1,500.00	Barnes & Noble Book Fair
Stowe	Continuous Wolf Ridge fund - 5th grade lead, school wide purchases	$600.00	Beef sticks from Wrazidlo's Old World Meats

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **RFP 351 OEM BOILER REPLACEMENT**

Date: September 21, 2026

The RFP is for three (3) replacement boilers purchased for Ordean Middle School using state contracted pricing through TIPS (The Interlocal Purchasing System). Eliminating the need to go out for bid.

The RFP criteria was shared with SVL Incorporated (Schwab-Vollhaber-Lubratt Inc) who worked through Design Tree and TIPS to obtain three (3) replacement boilers.

VENDOR	TOTAL
SVL INC	**$223,200.00**

Bryan Brown, Facilities Manager and Simon Zunich, Executive Director of Business Services, accepted and awarded SVL Inc, meeting specifications. This LOM is for transparency purposes.

Program: Facilities

Fund Custodian: Bryan Brown

Kelly Durick Eder, Board Chair

2920 Centre Pointe Drive, Roseville, MN 55113 | Phone: 651-481-8000 | Fax: 651-481-8621
3454 41st Street South, Fargo, ND 58104 | Phone: 701-356-0896 | Fax: 701-356-0899
www.svl.com | projects@svl.com

To:	Duluth Public Schools	Project:	Boiler Replacement Ordean East MS	Date:	9/24/2026
Attn:	Bryan Brown	Location:	Duluth, MN	SVL Quote #:	1250230H R1
Engineer:	Design Tree Engineering	Notes:	Rev1: Added RFP and removed Boiler Valves	Bid Date:	9/21/2026
Page(s):	1			Addendums:	0

Certified Proposal Number: 23010401-MN-1250230
Proposal is in accordance with Region 8 ESC cooperative contract # 23010401
Duluth Public Schools TIPS Membership ID #: 464760
RFP #351

High Efficiency Condensing Boilers

(3) Fulton Endura XE – EXE-3000 Boiler with:

- ASME "H" Stamp, AHRI Certified, CSD-1 Compliant
- Stainless Steel Firetube Heat Exchanger, 208-240/1/60, 3000MBH Input
  - Fully Modulating Burner
  - Real-Time O2, Direct Spark Ignition System
  - Low Water Cut Off Probe with Manual Reset
  - Low and High Gas Pressure Switches
- Pure Control: Color Touchscreen Display, Integrated Lead-Lag

Gas regulators, vent limiters, supply header and outdoor air temperature sensors, condensate trap, condensate neutralizer, and optional BACnet included.

Factory startup & 1st year labor warranty included.

Clarifications:

- Pumps, pump starters, expansion tank, VFD's, disconnects, flue venting, valves, air separators, water side piping components **NOT** included.

Total net price, freight allowed..... $ 223,200.00

Sincerely,

Cliff Brown
Mady Paquet
SVL, Inc.
651-481-8000

05 E 335 865 380 530 000

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: Darren Sheldon Date: 9-28-26

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [illegible] Date: 10/6/26

School Board: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Lakewood Elementary 5th Grade
2. Contact Person (Responsible for Checklist Completion): Kalina Pavlisich
3. Field Trip Date(s): 2/24 → 2/26 2027 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations): See mock detail schedule - attached!
5. Field Trip Departure from School (Date and Time): Wed. Feb. 24th 2027
   Field Trip Return to School (Date and Time): Fri. Feb 26th 2027
6. Objectives of Field Trip: Cooperative learning, environmental and outdoor education, historical/cultural education
7. Relationship to Curriculum or Student Learning: Science and ELA standards including human impacts on earth systems, ecology, + native heritage perspectives.
8. Planned Follow-up Field Trip Activities: Wild MN Project with field guides, impact letter/essay, and acrostic poem.
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees $195 x 55	$10725
Total Meals → Included in 5	$ n/a
Total Lodging	$ n/a
Total Transportation ☒ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$ 1,200
Total Additional Stipends:	$ 0
Other:	$ 0
Total	$11925

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees		$
Total Additional Stipends:		$
Total		$

We will be doing fundrairers, we do not have numbers yet!

11. Reviewed/Completed Request Checklist: ☒ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION
_____	_____
_____	_____
_____	_____
_____	_____

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

Signature of Contact Person: Kelli Parker

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- ☒ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
  Note: Attach tentative planned itinerary. - done! An example
- ☒ Arrange Funding of Expenses During Trip
- ☒ Arrange Meal Plans
- ☒ Arrange Lodging Plans and Room Assignments
- ☒ Collect Family Emergency Information for Students Infinite Campus
  Example: Home phone numbers, emergency contacts, medical information
- ☒ Additional Information
  Note: Provide any additional information. none

Signature of Contact Person: Kelli Parker

Example- Wolf Ridge Detail Schedule

Time	Learning Group A	Learning Group B	Learning Group C
Wednesday April 24th			
7:45 - 8	Arrive at LM, gather in Large Muscle Room. (near front entrance) Students should get breakfast & eat in cafeteria. Label student luggage. All student (labeled!) meds to Pav/Metzer.		
8:30	Begin loading the bus, everyone should have a bathroom break before we head out. Load bags onto the trailer. BATHROOM BREAK!		
9	Depart Laura MacArthur - Chaperones can drive themselves & child separately, just let us know!		
10:45	Arrive at WR, give room assignments and get unpacked.		
11 - 11:30	Meet with WR staff for welcome. *If there is extra time here we plan to take a quick nature walk or continue getting unpacked. Meet in main lobby by 12:15*		
12:20	**Lunch** - Fireplace Dining Hall		
1:30 - 4:30	**Ojibwe Heritage ED5**	**Birds ED7**	**Small Mammals SC4**
5:20	**Dinner** - Fireplace Dining Hall		
6:30 - 9:00	**Skyview Ropes Course Weesner Cms 6:30 - 9**	**Ridgetop Ropes Course MAC Entry 6:30 - 9**	**Indoor Rock Climbing ED2 6:30 - 9**
9:00 - 9:30	Get ready for bed - quiet journal/reading time in dorm room		
9:30	Bedtime- Lights Out!		
Thursday April 25th			
7:00	Wake Up / Getting Ready		
7:35	**Breakfast** - Fireplace Dining Hall		
8:30 - 11:30	**Rock Climbing ED2**	**Rock Climbing SC6**	**Birds ED7**
12:20	**Lunch** - Fireplace Dining Hall		
1:30 - 4:30	**Small Mammals SC4**	**Ojibwe Heritage ED5**	**Ridgetop Ropes Course Weesner Cms**
5:20	**Dinner** - Fireplace Dining Hall		
6:30 - 9:15	**Evening Naturalist Program SC1 6:30 - 7:15** **Campfire 7:30 - 8:30**		
8:30 - 9:15	Get ready for bed - quiet journal/reading time in dorm rooms. *Start consolidating things into bags.*		
9:15	Bedtime, Lights Out **Need to be packed up and out of rooms *before* our last class tomorrow (Friday) morning!**		

STUDENT NAME:

Medication Name		What is this med for?	
How many doses are you sending?		What is the dose size?	
When should the child take this?			
Side Effects?			

For Staff Use ONLY (Please record your initials)

Wed Noon	Wed Evening	Thur Morning	Thur Noon	Thur Evening	Fri Morning

STUDENT NAME:

Medication Name		What is this med for?	
How many doses are you sending?		What is the dose size?	
When should the child take this?			
Side Effects?			

For Staff Use ONLY (Please record your initials)

Wed Noon	Wed Evening	Thur Morning	Thur Noon	Thur Evening	Fri Morning

Kalina Pavlisich
5th Grade Teacher
Lakewood Elementary
10/2/26

To:
John Magas, Superintendent
Anthony Bonds, Assistant Superintendent
Members of the Duluth Public Schools ISD 709 School Board

Subject: Request for Approval – 5th Grade Overnight Field Trip to Wolf Ridge

Dear Superintendent Magas, Assistant Superintendent Bonds, and Members of the School Board,

I am writing to request approval for the 5th grade class at Lakewood Elementary to attend a multi-day overnight field trip to Wolf Ridge Environmental Learning Center in Finland, MN. This trip would take place from February 24th through February 26th, 2027, and would provide students with an invaluable opportunity for hands-on, experiential learning in an outdoor setting.

The program at Wolf Ridge is designed to complement our science and environmental education curriculum by engaging students in activities that foster curiosity, teamwork, and respect for the natural world. Students will participate in guided hikes, ecological investigations, and team-building exercises that promote both academic learning and social-emotional growth.

This trip has long been a memorable and impactful experience for our students, helping them connect classroom lessons to real-world applications while building confidence and collaboration skills. We believe this opportunity aligns strongly with our district's goals of promoting experiential, lifelong learning and student engagement.

I have reviewed the program's safety procedures and transportation requirements, and I am prepared to work closely with administration to ensure all district guidelines are followed.

Thank you for considering this request. I am happy to provide additional details or documentation as needed.

Sincerely,

Kalina Pavlisich
5th Grade Teacher, Lakewood Elementary
kalina.pavlisich@isd709.org phone extension: 2230

*Adopted:*_____ *MSBA/MASA Model Policy 422*
Orig. 1995
*Revised:*_____ *Rev. 2022*

422 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies that also apply to employees:

Model Policy 505	Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
Model Policy 507	Corporal Punishment
Model Policy 510	Student Activities
Model Policy 511	Student Fundraising
Model Policy 517	Student Recruiting
Model Policy 518	DNR-DNI Orders
Model Policy 519	Interviews of Students by Outside Agencies
Model Policy 522	Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process
Model Policy 524	Internet Acceptable Use and Safety Policy
Model Policy 525	Violence Prevention
Model Policy 535	Service Animals in Schools

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None

New Policy
First Reading:

715 ELECTRONIC FUND TRANSFERS

I. PURPOSE

The purpose of this policy is to establish guidelines for the electronic funds transfers of school district funds.

II. GENERAL STATEMENT OF POLICY

It is the intent of this school district to comply with all state laws relating to electronic funds transfers.

III. SCOPE

This policy applies to all electronic funds of the school district.

IV. AUTHORITY AND OBJECTIVES

A. The funds of the school district shall be transferred in accordance with this policy, Minnesota Statutes section 471.38, and any other applicable law or written administrative procedures.

B. The primary criteria for electronic funds transfers of the school district are as follows:

1. The school board shall delegate the authority to make electronic funds transfers to the director of business services and their designated business office official.
2. The disbursing bank shall keep on file a copy of the Electronic Fund Transfer policy.
3. The initiator of the electronic transfer shall be identified.
4. The initiator shall document the request and obtain approval from the designated business office official before initiating the transfer.
5. A written confirmation of the transaction shall be made no later than one business day after the transaction and shall be used in lieu of a check, order check or warrant required to support the transaction.
6. A list of all transactions made by electronic funds transfer shall be submitted to the school board at its next regular meeting after the transaction.

V. DELEGATION OF AUTHORITY

The executive director of business services is designated as the business administrator of the school district and is responsible for electronic funds transfers and activities under the direction of this policy.

The executive director of business services may delegate certain duties to the business office employees, but shall remain responsible for the operation of the program.

Legal References: Minn. Stat. § 471.38, subd. 3 (Claims)

New Policy
First Reading: 09.22.2026
Second Reading: 10.01.2026
Adopted: 10.20.2026

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New Policy
First Reading: 09.22.2026

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New Policy
First Reading:

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student’s educational experience.

III. DEFINITIONS

A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.

B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.

C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy.

E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one (1) district, jointly by two (2) or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to

layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

G. "Oral language," also called "expressive language" and "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics. Oral language also includes sign language, in which speaking and listening skills are defined as expressive and receptive skills, and consists of phonology, including sign language phonological awareness, morphology, syntax, semantics, and pragmatics.

H. "Parent" means a student's parent or legal guardian.

I. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.

J. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.

K. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

L. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

M. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.

N. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

O. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six (6) weeks of the school year, by

February 15 each year, and again within the last six (6) weeks of the school year. A district must provide vendor-approved screening accommodations to students with documented accommodation plans.

A district must administer an approved reading screener to students in grades 4 and above who are not reading at grade level at least once per year until the student reaches grande-level proficiency. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).

B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.

C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:

1. the student's reading proficiency as measured by a screener approved by MDE;

2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.

E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills.

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. For students enrolled in dual language immersion programs:

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;

2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;

4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and

5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.

F. An English language learner must be screened for characteristics of dyslexia according to the vendor's assessment guidelines.

G. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;

2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.

B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.

D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

VII. LOCAL LITERACY PLAN

A. The school district must adopt a local literacy plan to have every 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. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;

6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;

7. a statement of whether the school district has adopted a MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

    a. students in kindergarten through grade 3;

    b. students who demonstrate characteristics of dyslexia; and

    c. students in grades 4 to 12 who are identified as not reading at grade level.

9. the number of teachers and other staff that have completed training approved by the department;

10. the number of teachers and other staff proposed for training in structured literacy;

11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;

12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98;

13. beginning on December 31, 2025, for a district with a dual language immersion program:

    a. the program's partner language;

    b. grade levels included in the program;

    c. the language used to screen students' foundational reading skills;

    d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and

    e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level, and

14. beginning with the 2026-2027 school year, a description of how schools in the district will use the school library media center to complement students' foundational reading skills.

B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner.

C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. reading intervention teachers working with students in kindergarten through grade 12;

2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;

3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;

4. curriculum directors;

5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;

6. employees who select literacy instructional materials for a district; and

7. teachers holding English as a second language teaching licenses.

B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:

1. teachers who provide foundational reading instruction to students in grades 4 to 12;

2. teachers who provide instruction to students in a state-approved alternative program; and

3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or

2. a training program that MDE has determined meets the professional development requirements under the Read Act.

E. Beginning July 1, 2027, an educator required to receive training under Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a), who is new to the state of Minnesota or is a newly licensed teacher who did not receive instruction in the teaching of foundational reading skills based on structured literacy, must complete one (1) of the approved required trainings. Training must be offered through the regional literacy network and facilitated by a local certified trained facilitator. MDE must review district literacy lead waiver requests and grant waivers to educators new to the state or educators who provide reading instruction exclusively using alternatives to sound-based approaches, and who have completed the professional development requirements consistent with this subdivision.

F. For the 2024-2025, 2025-2026 and 2026-2027 school years only, the hours of instruction requirement under Minnesota Statutes, section 120A.41 for students in elementary and secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9 and 13, is reduced by 5-1/2 hours for a district that enters into an agreement with the exclusive representative of the teachers that requires teachers to receive at least 5-1/2 hours of approved evidence-based training required under this subdivision, on a day when other students in the district receive instruction.

The hours of instruction reduction for secondary school students is applicable only for the 2025-2026 and 2026-2027 school years.

G. An educator who was first enrolled in an elementary, special education, or early childhood education Minnesota-approved teacher preparation program on or after June 1, 2026, does not need to receive additional training according to Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a).

H. All professional development and digital curriculum resources must comply with the accessibility standards developed according to Minnesota Statutes, section 16E.03, subdivision 9. Professional development provided in accordance with the Read Act is subject to the requirements of Minnesota Statutes, section 363A.43.

IX. STAFF DEVELOPMENT

A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c) . The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

B. The school district shall use the data under Article V. above to identify the staff development needs so that:

1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;

2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;

3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;

4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. §124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)
Minn. Stat. § 363A.43 (Continuing Education; Accessibility)

Cross References: None

First Reading: 11.26.24
Second Reading: 12.03.24
Adopted: 12.17.24
Reviewed: 10.21.25
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621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.

B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.

C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board ~~as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher,~~ who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. ~~A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.~~

E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one (1) district, jointly by two (2) or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

G. "Oral language," also called "expressive language" ~~or~~ and "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics. Oral language also includes sign language, in which speaking and listening skills are defined as expressive and receptive skills, and consists of phonology, including sign language phonological awareness, morphology, syntax, semantics, and pragmatics.

H. "Parent" means a student's parent or legal guardian.

~~H~~I. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.

~~I~~J. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.

~~J~~K. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

~~K~~L. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

~~L~~M. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.

~~M~~N. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

~~N~~O. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six (6) weeks of the school year, by February 15 each year, and again within the last six (6) weeks of the school year. A district must provide vendor-approved screening accommodations to students with documented accommodation plans.

A district must administer an approved reading screener to students in grades 4 and above who are not reading at grade level at least once per year until the student reaches grande-level proficiency. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).

B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.

C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:

1. the student's reading proficiency as measured by a screener approved by MDE;

2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.

E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. ~~For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of~~

~~dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.~~

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. For students enrolled in dual language immersion programs:

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;

2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;

4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and

5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.

F. An English language learner must be screened for characteristics of dyslexia according to the vendor's assessment guidelines.

~~F~~G. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;

2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.

B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.

D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

VII. LOCAL LITERACY PLAN

A. The school district must adopt a local literacy plan to have every 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. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;

6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;

7. a statement of whether the school district has adopted a MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

    a. students in kindergarten through grade 3;

    b. students who demonstrate characteristics of dyslexia; and

    c. students in grades 4 to 12 who are identified as not reading at grade level.

9. the number of teachers and other staff that have completed training approved by the department;

10. the number of teachers and other staff proposed for training in structured literacy;

11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;

12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; ~~and~~

13. beginning on December 31, 2025, for a district with a dual language immersion program:

    a. the program's partner language;

    b. grade levels included in the program;

    c. the language used to screen students' foundational reading skills;

    d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and

    e. the number of students in the program in grades 4 to 12 who are

identified as not reading at grade level., and

14. beginning with the 2026-2027 school year, a description of how schools in the district will use the school library media center to complement students' foundational reading skills.

B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner.

C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. reading intervention teachers working with students in kindergarten through grade 12;

2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;

3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;

4. curriculum directors;

5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;

6. employees who select literacy instructional materials for a district; and

7. teachers holding English as a second language teaching licenses.

B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:

1. teachers who provide foundational reading instruction to students in grades 4 to 12;

2. teachers who provide instruction to students in a state-approved alternative program; and

3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school

district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or

2. a training program that MDE has determined meets the professional development requirements under the Read Act.

E. Beginning July 1, 2027, an educator required to receive training under Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a), who is new to the state of Minnesota or is a newly licensed teacher who did not receive instruction in the teaching of foundational reading skills based on structured literacy, must complete one (1) of the approved required trainings. Training must be offered through the regional literacy network and facilitated by a local certified trained facilitator. MDE must review district literacy lead waiver requests and grant waivers to educators new to the state or educators who provide reading instruction exclusively using alternatives to sound-based approaches, and who have completed the professional development requirements consistent with this subdivision.

F. For the 2024-2025, 2025-2026 and 2026-2027 school years only, the hours of instruction requirement under Minnesota Statutes, section 120A.41 for students in elementary and secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9 and 13, is reduced by 5-1/2 hours for a district that enters into an agreement with the exclusive representative of the teachers that requires teachers to receive at least 5-1/2 hours of approved evidence-based training required under this subdivision, on a day when other students in the district receive instruction.

The hours of instruction reduction for secondary school students is applicable only for the 2025-2026 and 2026-2027 school years.

G. An educator who was first enrolled in an elementary, special education, or early childhood education Minnesota-approved teacher preparation program on or after June 1, 2026, does not need to receive additional training according to Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a).

H. All professional development and digital curriculum resources must comply with the accessibility standards developed according to Minnesota Statutes, section 16E.03, subdivision 9. Professional development provided in accordance with the Read Act is subject to the requirements of Minnesota Statutes, section 363A.43.

IX. STAFF DEVELOPMENT

A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c) . The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

B. The school district shall use the data under Article V. above to identify the staff development needs so that:

1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;

2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;

3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;

4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References:
Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. §124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)
Minn. Stat. § 363A.43 (Continuing Education; Accessibility)

Cross References: None

First Reading: 11.26.24
Second Reading: 12.03.24
Adopted: 12.17.24
Reviewed: 10.21.25
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709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. school district policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8 The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Instruction

a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation manager. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

a. Immediately follow the directions of the driver.

b. Sit in your seat facing forward.

c. Talk quietly and use appropriate language.

d. Keep all parts of your body inside the bus.

e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

These consequences are outlined in the Student Handbook. See the Table of Contents under Transportation of Public School Students to find the exact page.

(1) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(2) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(3) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(4) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop 5 minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, or B Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Paragraphs VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Paragraphs VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Subparagraph VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Subparagraph VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the *Minnesota Model School Bus Driver Training Program*.

2. Only students assigned to the school bus by the transportation office shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic.

   For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71:

   "School bus" means a motor vehicle used to: (1) transport pupils to or from a school defined in Minnesota Statutes, section 120A.22, or to or from school-related activities, by the school or a school district, or by someone under an agreement with the school or a school district; or (2) provide training on the operation of the vehicle for purposes specified in clause (1) to employees of the school, school district, or a person under agreement with the school or school district.

   A school bus does not include a motor vehicle transporting children to or from school for which parents or guardians receive direct compensation from a school district, a motor coach operating under charter carrier authority, a transit bus providing services as defined in Minnesota Statutes, section 174.22, subdivision 7, or a vehicle otherwise qualifying as a type III vehicle under Minnesota Statutes, section 169.011, subdivision 71, paragraph (h), when the vehicle is properly registered and insured and being driven by an employee or agent of a school district for nonscheduled or nonregular transportation.

   In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher

       A minimum of one (1) 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. Body fluids cleanup kit

       A body fluids cleanup kit is required. The kit must be contained in a removable, moisture- and dust-proof container mounted in an accessible place within the driver's compartment and must be marked to indicate the kit's identity.

    c. First Aid Kit

       A first aid kit meeting the requirements as defined in the current version of the National School Transportation Specifications and Procedures (NSTSP) must be provided in vehicles model year 2027 and newer. All other vehicles may contain a minimum of a ten-unit first aid kit, as specified in Minnesota Rules 1993, part 3520.5120, or a first aid kit meeting the requirements of the NSTSP. After January 1, 2030, all type III vehicles must be equipped with a first aid kit meeting the requirements of the NSTSP.

    d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pretrip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with Paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, Subd. 2 (See Paragraph II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under a separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the *Minnesota Model School Bus Driver Training Program*. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Medical Notes shall be maintained on the school bus for students.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated the transportation manager to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY HAZARD COMMITTEE

The school board may establish a student transportation safety hazard committee. The chair of the student transportation safety committee is the school district's transportation manager. The school board shall appoint the other members of the student transportation safety hazard committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References:

Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules 1993, part 3520.5120
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:

MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources:

Minnesota Department of Public Safety: *School Bus Resources* (accessed 10/12/25)
National Highway Traffic Safety Administration: *Guideline for the Safe Transportation of Pre-school Age Children in School Buses* (Feb. 1999) (accessed 10/12/25)

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709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. school district policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8 The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Instruction

a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation manager. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

a. Immediately follow the directions of the driver.

b. Sit in your seat facing forward.

c. Talk quietly and use appropriate language.

d. Keep all parts of your body inside the bus.

e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

These consequences are outlined in the Student Handbook. See the Table of Contents under Transportation of Public School Students to find the exact page.

(1) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(2) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(3) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(4) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop 5 minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, or B Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Paragraphs VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Paragraphs VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Subparagraph VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Subparagraph VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the *Minnesota Model School Bus Driver Training Program*.

2. Only students assigned to the school bus by the transportation office shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic.

For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71~~.~~:

"School bus" means a motor vehicle used to: (1) transport pupils to or from a school defined in Minnesota Statutes, section 120A.22, or to or from school-related activities, by the school or a school district, or by someone under an agreement with the school or a school district; or (2) provide training on the operation of the vehicle for purposes specified in clause (1) to employees of the school, school district, or a person under agreement with the school or school district.

A school bus does not include a motor vehicle transporting children to or from school for which parents or guardians receive direct compensation from a school district, a motor coach operating under charter carrier authority, a transit bus providing services as defined in Minnesota Statutes, section 174.22, subdivision 7, or a vehicle otherwise qualifying as a type III vehicle under Minnesota Statutes, section 169.011, subdivision 71, paragraph (h), when the vehicle is properly registered and insured and being driven by an employee or agent of a school district for nonscheduled or nonregular transportation.

In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher

       A minimum of one (1) 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. ~~First aid kit and b~~Body fluids cleanup kit

       A ~~minimum of a 10-unit first aid kit and a~~ body fluids cleanup kit is required. ~~They~~ The kit must be contained in a removable, moisture- and dust-proof container~~s~~ mounted in an accessible place within the driver's compartment and must be marked to indicate ~~their~~ the kit's identity ~~and location~~.

    c. First Aid Kit

       A first aid kit meeting the requirements as defined in the current version of the National School Transportation Specifications and Procedures (NSTSP) must be provided in vehicles model year 2027 and newer. All other vehicles may contain a minimum of a ten-unit first aid kit, as specified in Minnesota Rules 1993, part 3520.5120, or a first aid kit meeting the requirements of the NSTSP. After January 1, 2030, all type III vehicles must be equipped with a first aid kit meeting the requirements of the NSTSP.

    ~~c~~d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child

passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pretrip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with Paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, Subd. 2 (See Paragraph II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under a separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency

phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the *Minnesota Model School Bus Driver Training Program*. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Medical Notes shall be maintained on the school bus for students.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated the transportation manager to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY HAZARD COMMITTEE

The school board may establish a student transportation safety hazard committee. The chair of the student transportation safety committee is the school district's transportation manager. The school board shall appoint the other members of the student transportation safety hazard committee. Membership may include parents, school bus drivers, representatives of school bus

companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References:
Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules 1993, part 3520.5120
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:
MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources:
Minnesota Department of Public Safety: *School Bus Resources* (accessed 10/12/25)
National Highway Traffic Safety Administration: *Guideline for the Safe Transportation of Pre-school Age Children in School Buses* (Feb. 1999) (accessed 10/12/25)

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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.

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 ABOUT 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 thirty (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 Department 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.

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A. Public Data

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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. SAFE AT HOME PARTICIPANTS AND DATA PRIVACY

Prohibition of Discrimination

The school district must not, on the basis of an individual's status as an Address Confidentiality Program participant where a reasonable person, considering all the circumstances, would conclude that the refusal, different terms or requirements, or other action was motivated by the individual's status as a program participant rather than by a legitimate, nondiscriminatory business purpose, safety or operational concern, or a requirement of federal or state law:

A. refuse to provide education services to an individual;

B. provide services to an individual on different terms or with different requirements

than an individual who is not a program participant; or

C. otherwise discriminate against an individual.

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
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Duluth, MN 55811
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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
Revised:	10-20-2026

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.

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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

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3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

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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.

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A. Public Data

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(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.

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1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

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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.

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1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

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Prohibition of Discrimination

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Resources: MN Department of Administration: *Actual Cost*
MN Department of Administration: *Copy Costs*

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New Policy	
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Adopted:	10-16-2018
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First Reading:	11-15-2022
Second Reading:	12-20-2022
Reviewed:	01-23-2024
Reviewed:	03-18-2025
Revised:	06-16-2026
Revised:	

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, October 6, 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) Supporting Every Student
       - a. **Supporting Every Student: Accountability** **2**
     - 2) Advancing Equity
       - a. **American Indian Education Aid Plan** **31**
     - 3) Supporting Every Student
       - a. **School Continuous Improvement Efforts Update** **43**
   - B. Teaching, Learning, and Equity Board Summary Report - N/A
   - C. Budget Update - N/A
   - D. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: October 6, 2026

Topic: Supporting Every Student: Accountability

Presenter(s): Brenda Spartz, Director of Elementary Education

Attachment: **COW October 2026 Accountability**

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

2025/2026 student results will be shared, specifically 2026 Reading MCA IV, 2026 Math MCA III, and 2026 Science MCA IV along with Kindergarten through 2nd grade fall 2025 to spring 2026 FastBridge assessment growth data.

This Requires School Board Approval : No

Duluth Public Schools

Committee of the Whole

Supporting Every Student:

Accountability

October 6, 2026

OUR CORE VALUES

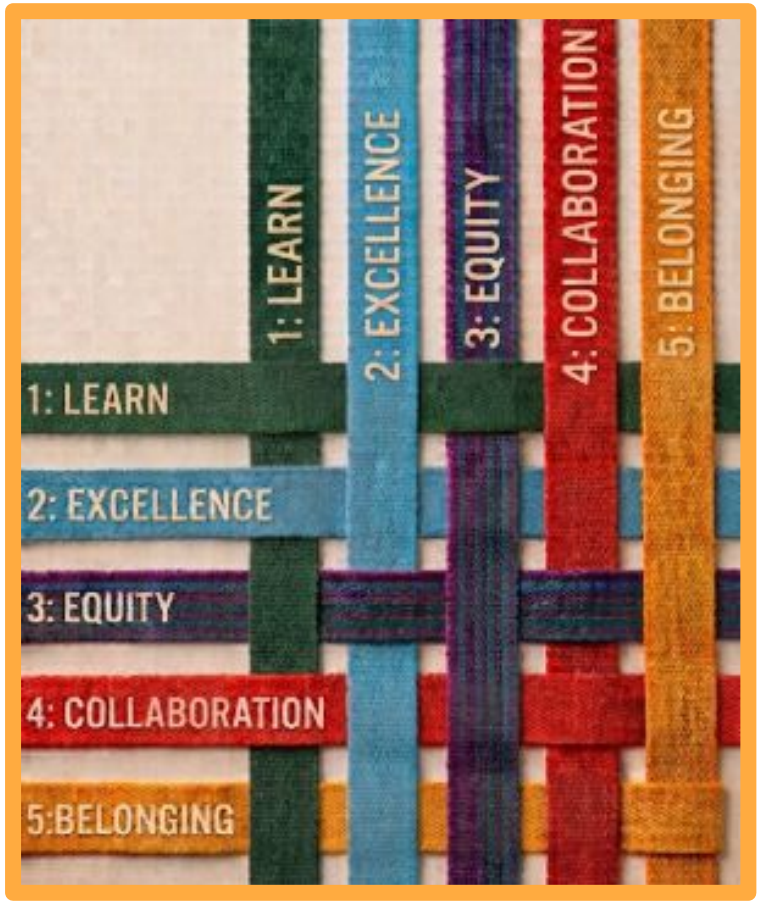
Learning

Excellence

Equity

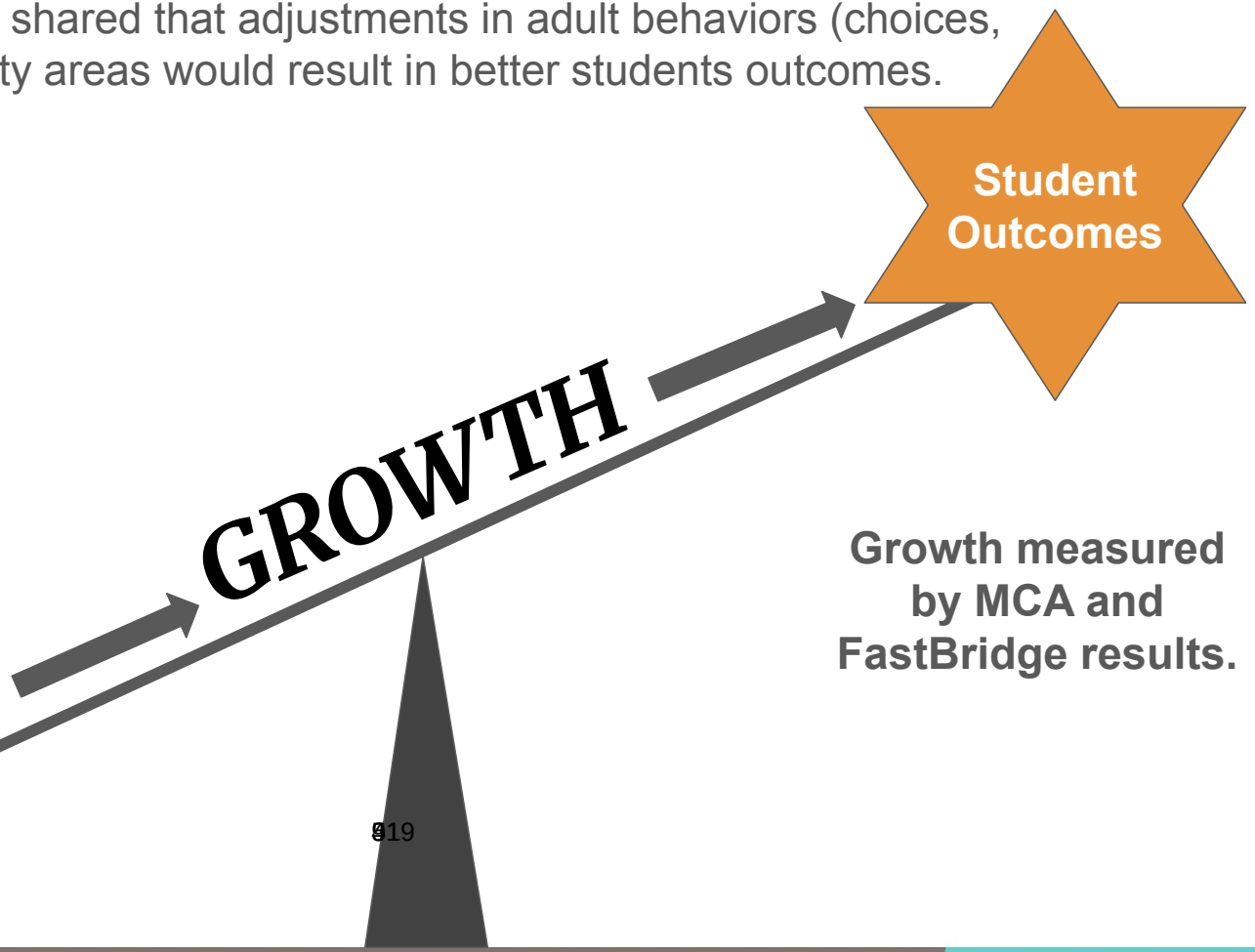
Collaboration

Belonging



Last year 20205/2026, we shared that adjustments in adult behaviors (choices, actions, decisions) in priority areas would result in better students outcomes.

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



Growth measured by MCA and FastBridge results.

Highlight: Elementary Literacy



- Heggerty: 4 yrs
- UFLI: 3 yrs
- LETRS: 2.5 yrs
- 2020 MN ELA Standards: 1 yr
- Literacy Frameworks: 3 yrs
- Functional Phonics & Morphology: 2 yrs
- Teacher Clarity: 3 yrs
- Assessment
- Focused & Collaborative Professional Development

STATE ASSESSMENT

Minnesota Comprehensive Assessments (MCAs)




READING PERFORMANCE DATA
DATA
2
3

2026 Reading *MCA IV

Background Information:

- Reading MCA IV assesses 2020 English Language Arts Academic Standards implementation at the expected level of instructional rigor for grades 3rd-8th, 10th.
- Spring 2026: First assessment of new ELA standards; MCA IV Reading; thus baseline year for data
- No comparison can be made between 2026 MCA IV Reading scores with any prior year as they measure different standards (was 2010 version; now 2020)
- Duluth's only comparison this year will be with Minnesota performance on average or other MN school districts or schools
- ***Data Includes:*** all student tested in the category and all accountability assessments (MCA/MTAS/ALTMCA)



2026 Reading *MCA IV: By Grade & Overall

2026 MCA IV Reading: Duluth Compared to MN			
Grade	Duluth % Meets + Advanced	MN % Meets + Advanced	Results: Duluth Compared to MN
3rd	45.9%	46.8%	-0.9%
4th	56.2%	48.8%	7.4% ★
5th	62.4%	54.5%	7.9% ★
6th	62.1%	53.4%	8.7% ★
7th	47.9%	43.5%	4.4% ★
8th	54.5%	50.0%	4.5% ★
10th	44.0%	42.5%	1.5% ★
Overall	54.7%	48.6%	6.1% ★

Overall, Duluth outperformed MN on the new Reading MCA IV Assessment

7 out of 8 tested grades are above the state average in Reading

*All accountability assessments (MCA/MTAS/ALTMCA)

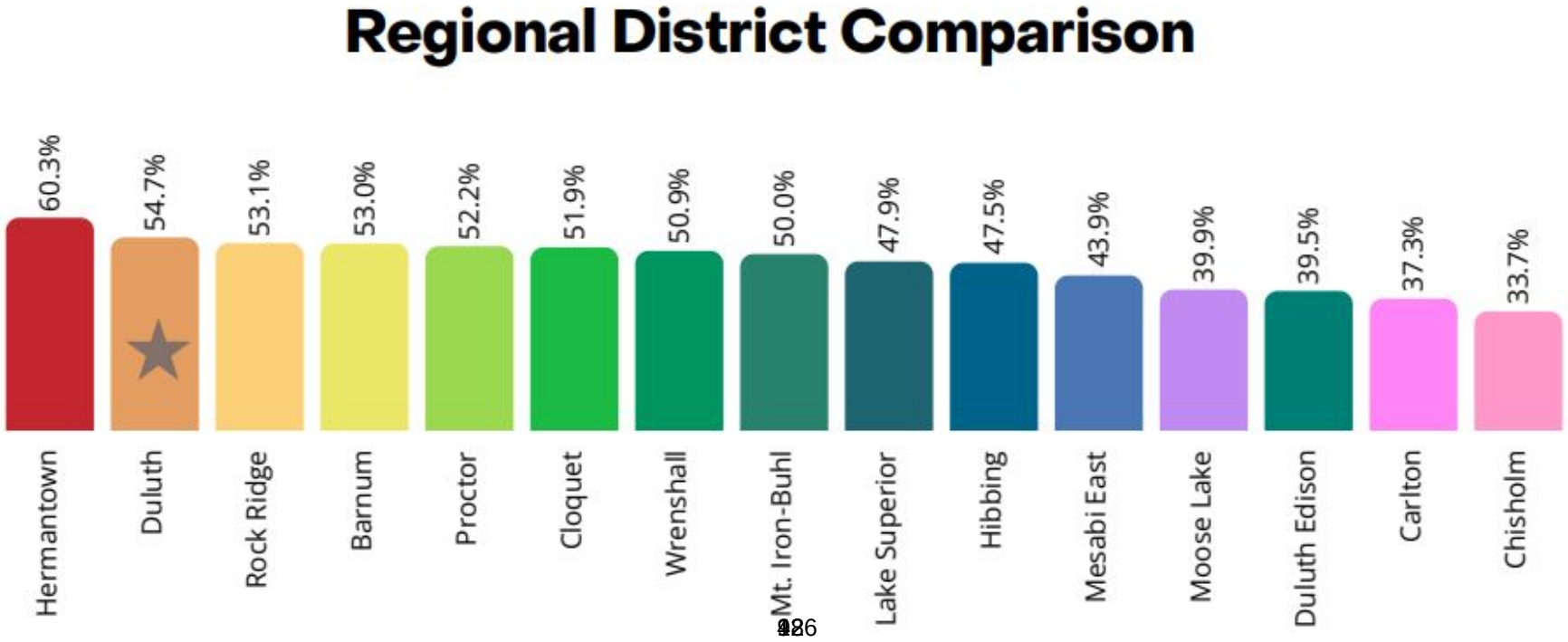
2026 Reading *MCA IV: By Student & Comparison Groups

2026 MCA IV Reading: Student Groups Duluth Compared to MN				
State Race / Ethnicity	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
American Indian	334	36.5%	31.8%	4.7%
Asian	40	77.5%	43.4%	34.1%
Hispanic or Latino	138	52.9%	28.6%	24.3%
Black or African Am	181	22.1%	29.8%	-7.7%
Two or More Races	241	45.2%	49.6%	-4.4%
White	3,103	59.1%	57.7%	1.4%

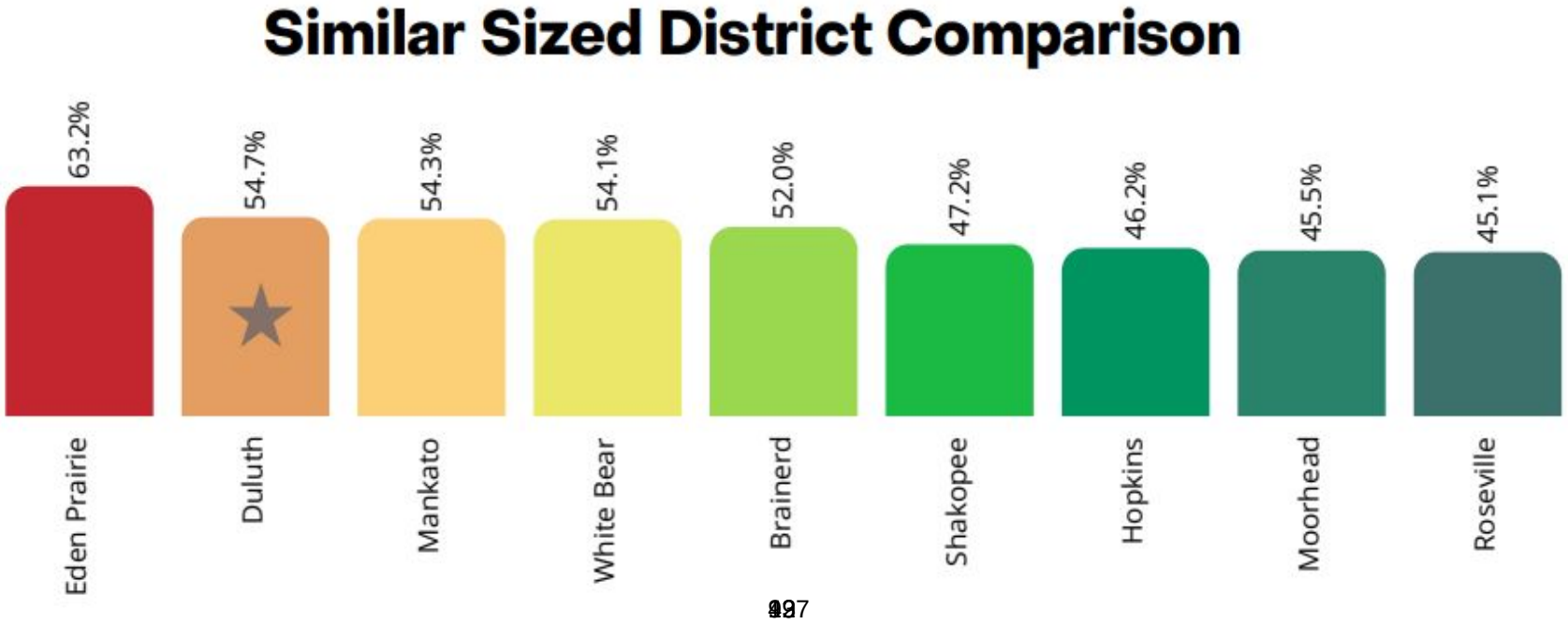
2026 MCA IV Reading: Comparison Groups Duluth Compared to MN				
Comparison Groups	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
Special Education	796	26.5%	25.5%	1.0%
Not Special Education	3,248	61.6%	53.4%	8.2%
Free or Reduced Meals	1,482	37.0%	31.6%	5.4%
Not Free/Reduced Meals	2,562	64.9%	59.4%	5.5%
Males	1,084	53.0%	45.8%	7.2%
Females	1,128	56.4%	51.4%	5.0%

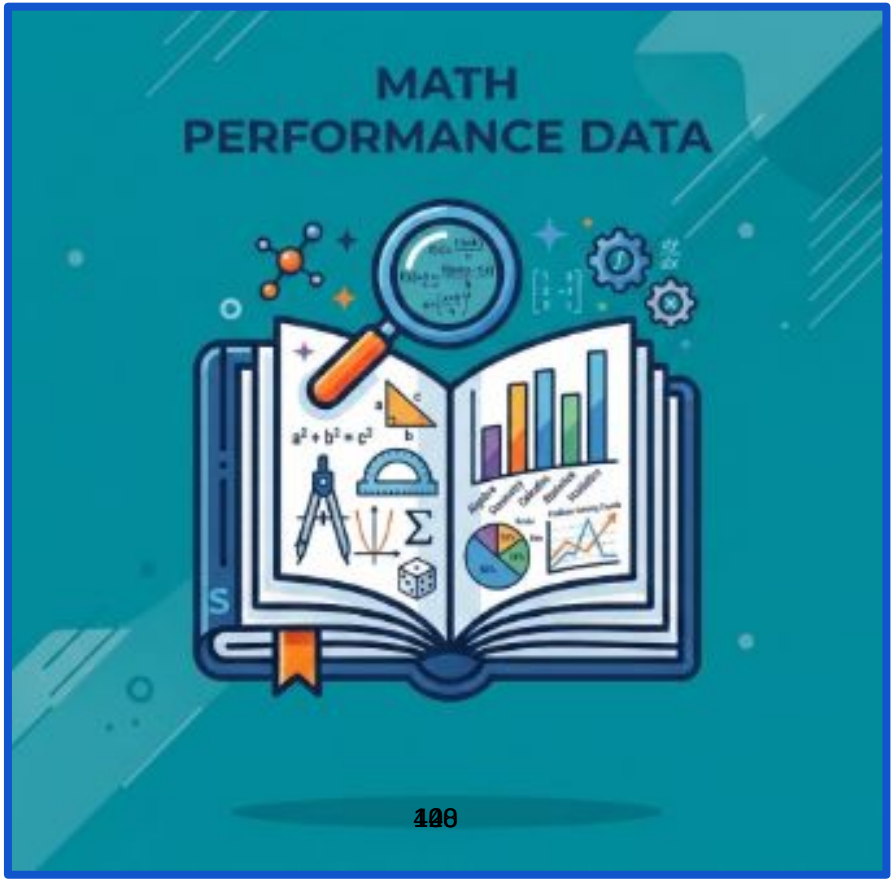
*All accountability assessments (MCA/MTAS/ALTMCA)

2026 Reading MCA IV



2026 Reading MCA IV




MATH
PERFORMANCE DATA

2026 Math *MCA III

Background Information:

- Math MCA III assesses 2007 MN Math Academic Standards implementation at the expected level of instructional rigor for grades 3rd-8th, 11th.
- Spring 2027: Last testing on 2007 MN Math Academic Standards
- Spring 2028: First assessment on implementation of the new 2022 MN Math Academic Standards; Math MCA IV
- For spring 2026 data, comparisons can be made to prior years as well as with MN performance on average or other MN school districts/schools
- ***Data Includes:*** all student tested in the category and all accountability assessments (MCA/MTAS/ALTMCA)



2026 Math *MCA III: By Grade & Overall

Growth: 2025 to 2026

4th, 8th, & 10th grades made gains on Math MCA III from 2025 to 2026

2026 MCA III Math: Duluth Compared to MN					
Grade	Duluth % Meets + Advanced		Results: 2025 vs 2026	MN % Meets + Advanced	Results: Duluth Compared to MN
	2025	2026		202t6	
3rd	59.1%	56.8%	-2.3%	57.9%	-1.1%
4th	57.1%	60.9%	3.8% ★	55.2%	5.7% ★
5th	45.4%	44.3%	-1.1%	41.9%	2.4% ★
6th	37.2%	31.5%	-5.7%	39.5%	-8.0%
7th	43.1%	41.3%	-1.8%	40.3%	1.0% ★
8th	37.5%	39.8%	2.3% ★	42.3%	-2.5%
10th	33.7%	38.7%	5.0% ★	35.3%	3.4% ★
Overall	45.1%	44.9%	-0.2%	44.9%	0.0%

Compared to MN:

4th, 5th, 7th, & 10th grades outperformed the state on average in Math…

*All accountability assessments (MCA/MTAS/ALTMCA)

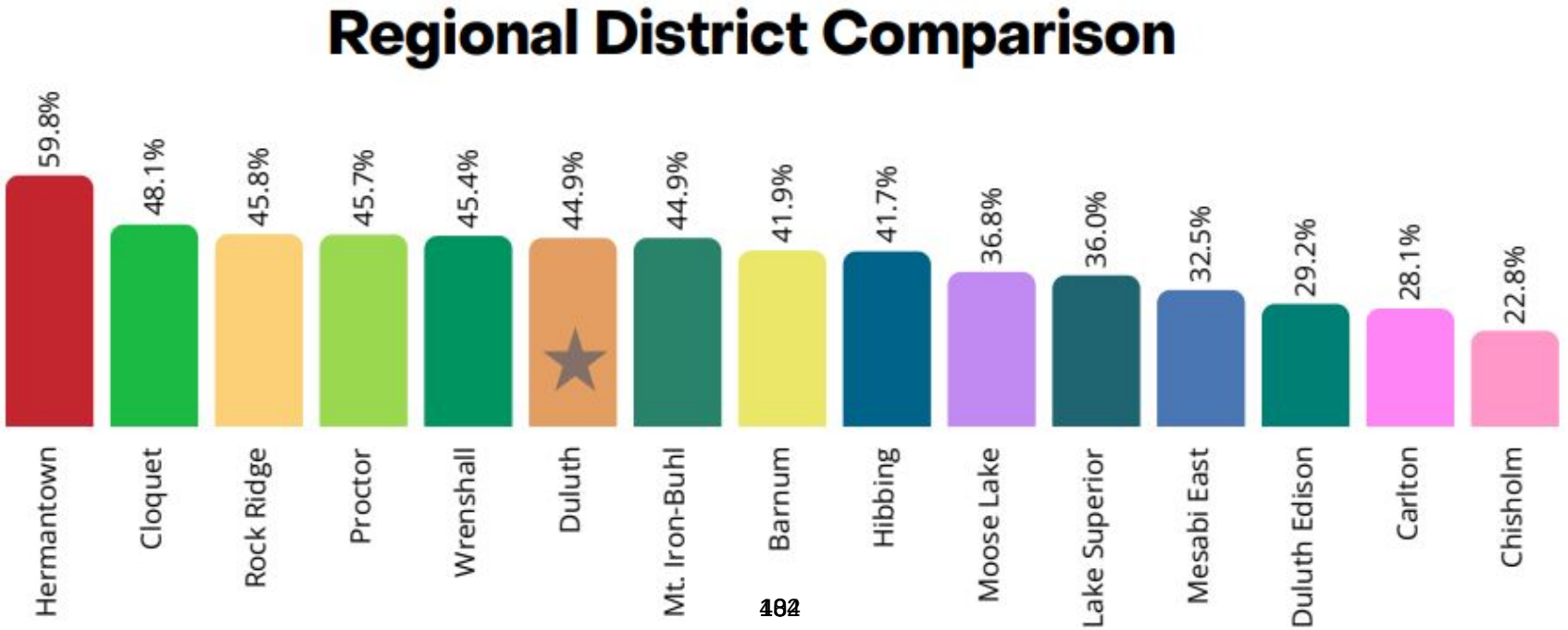
2026 Math *MCA III: Student & Comparison Groups

2026 Math MCA III: Student Groups Duluth Compared to MN				
State Race / Ethnicity	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
American Indian	333	36.5%	24.3%	12.2%
Asian	41	87.8%	42.9%	44.9%
Hispanic or Latino	143	41.3%	23.4%	17.9%
Black or African Am	185	10.3%	22.2%	-11.9%
Two or More Races	233	33.9%	43.8%	-9.9%
White	3,009	50.9%	55.1%	-4.2%

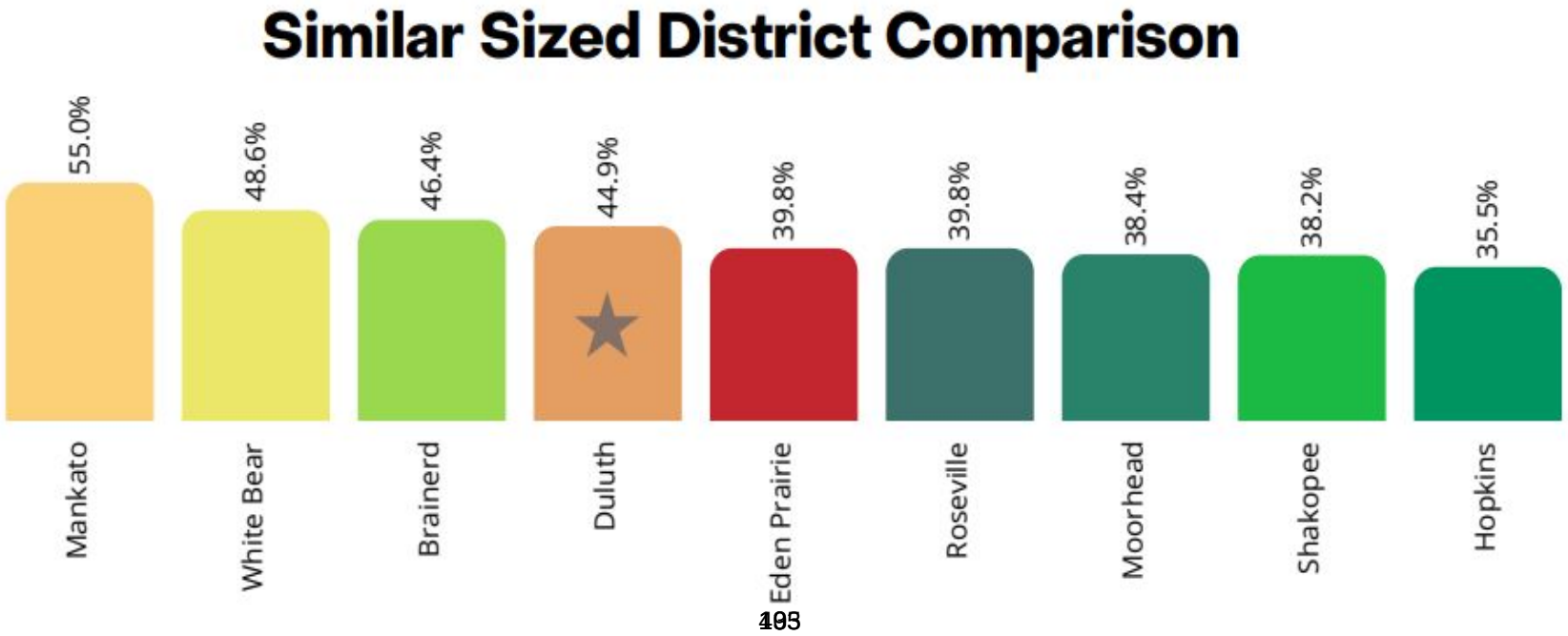
2026 Math MCA III: Comparison Groups Duluth Compared to MN				
Comparison Groups	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
Special Education	806	21.6%	24.0%	-2.4%
Not Special Education	3,145	50.9%	49.4%	1.5%
Free or Reduced Meals	1,454	25.4%	26.1%	-0.7%
Not Free/Reduced Meals	2,497	56.3%	56.9%	-0.6%
Males	2,023	47.8%	48.0%	-0.2%
Females	1,928	42.0%	41.7%	0.3%

*All accountability assessments (MCA/MTAS/ALTMCA)

2026 Math MCA III



2026 Math MCA III

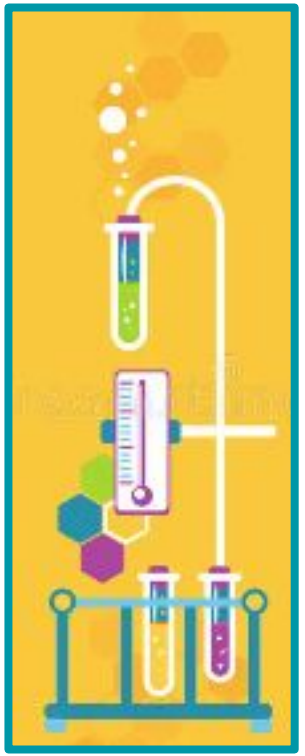



SCIENCE
PERFORMANCE DATA

2026 Science *MCA IV

Background Information:

- Science MCA IV assesses 2019 MN Science Academic Standards for grades 5, 8, and one time in HS (usually 10th grade).
- Spring 2026: Second assessment on the 2019 Science Standards.
- For spring 2026 data, comparisons can be made to spring 2025 results only. In addition, comparisons can be made to MN performance on average or other MN school districts/schools
- ***Data Includes:*** all student tested in the category and all accountability assessments (MCA/MTAS/ALTMCA)



2026 Science *MCA IV: By Grade & Overall

Growth: 2025 to 2026

5th and HS made gains on MCA Science from 2025 to 2026

2026 Science MCA IV: Duluth Compared to MN					
Grade	Duluth % Meets + Advanced		Results: 2025 vs 2026	MN % Meets + Advanced	Results: Duluth Compared to MN
	2025	2026		2026	
5th	34.4%	36.5%	2.1%	25.9%	10.6%
8th	21.2%	20.9%	-0.3%	16.7%	4.2%
HS	39.5%	43.0%	3.5%	35.0%	8.0%
Overall	31.9%	33.6%	1.7%	25.5%	8.1%

Compared to MN:

Every grade and overall, Duluth outperforms MN state on average in Science.

*All accountability assessments (MCA/MTAS/ALTMCA)

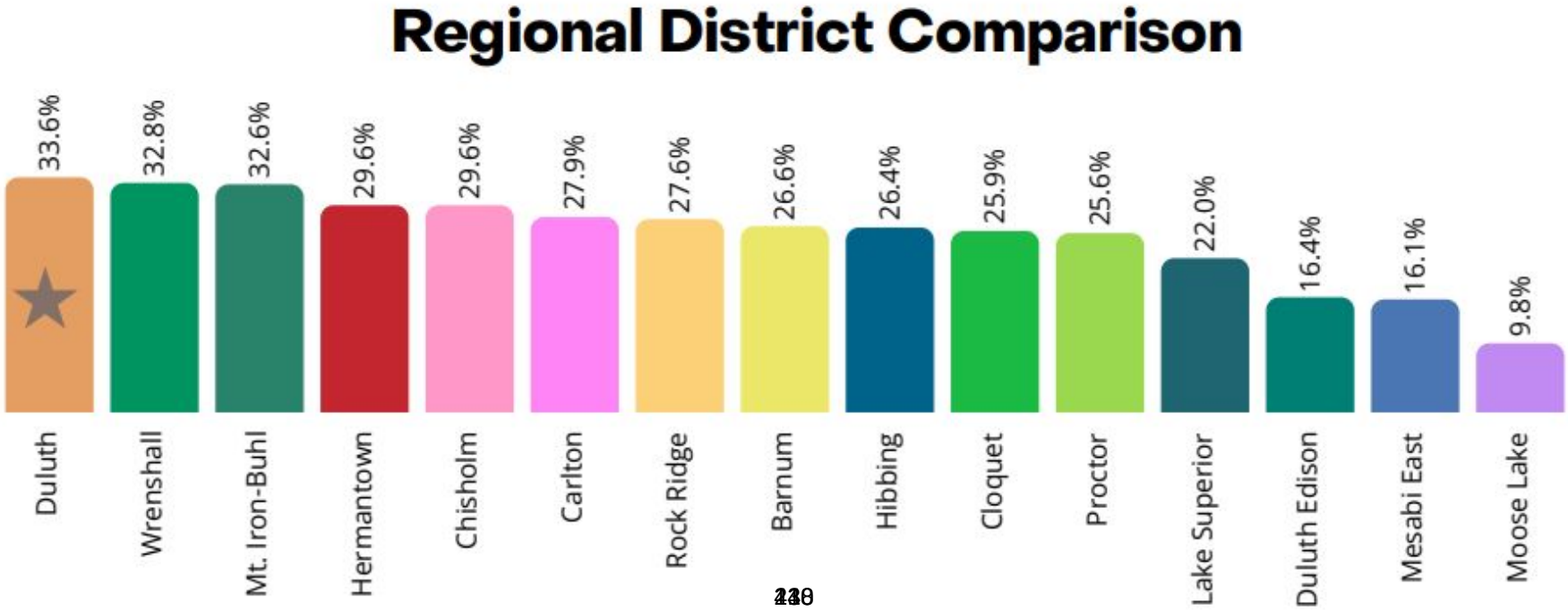
2026 Science *MCA IV: Student & Comparison Groups

2026 Science MCA IV: Student Groups Duluth Compared to MN				
State Race / Ethnicity	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
American Indian	126	15.1%	14.3%	0.8%
Asian	25	64.0%	26.2%	37.8%
Hispanic or Latino	46	26.1%	12.1%	14.0%
Black or African Am	63	6.3%	10.2%	-3.9%
Two or More Races	109	30.3%	26.3%	4.0%
White	1,323	36.6%	31.4%	5.2%

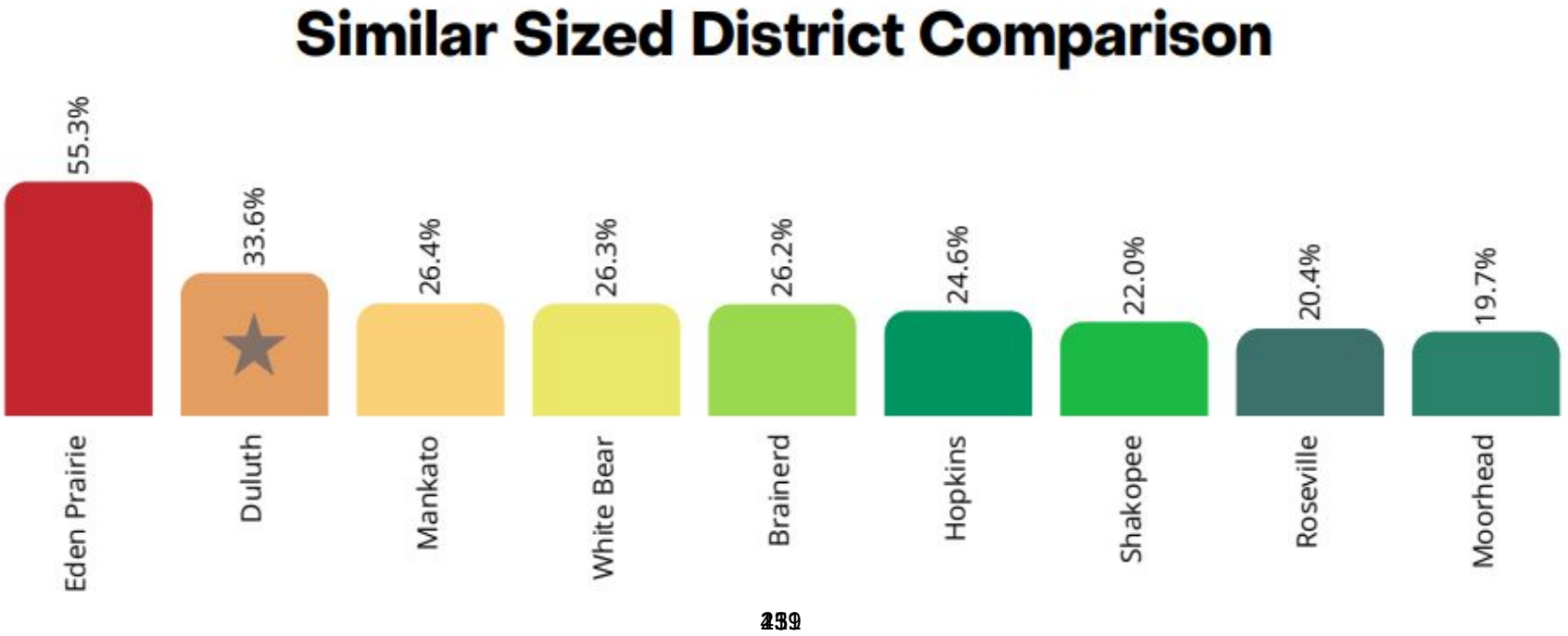
2026 Science MCA IV: Comparison Groups Duluth Compared to MN				
Comparison Groups	Duluth		MN	Results: Duluth Compared to MN
	# Tested	% Meets + Advanced	% Meets + Advanced	
Special Education	290	17.6%	14.7%	2.9%
Not Special Education	1,405	36.9%	27.6%	9.3%
Free or Reduced Meals	591	17.9%	13.4%	4.5%
Not Free/Reduced Meals	1,104	41.9%	32.8%	9.1%
Males	888	33.2%	26.3%	6.9%
Females	807	34.0%	24.7%	9.3%

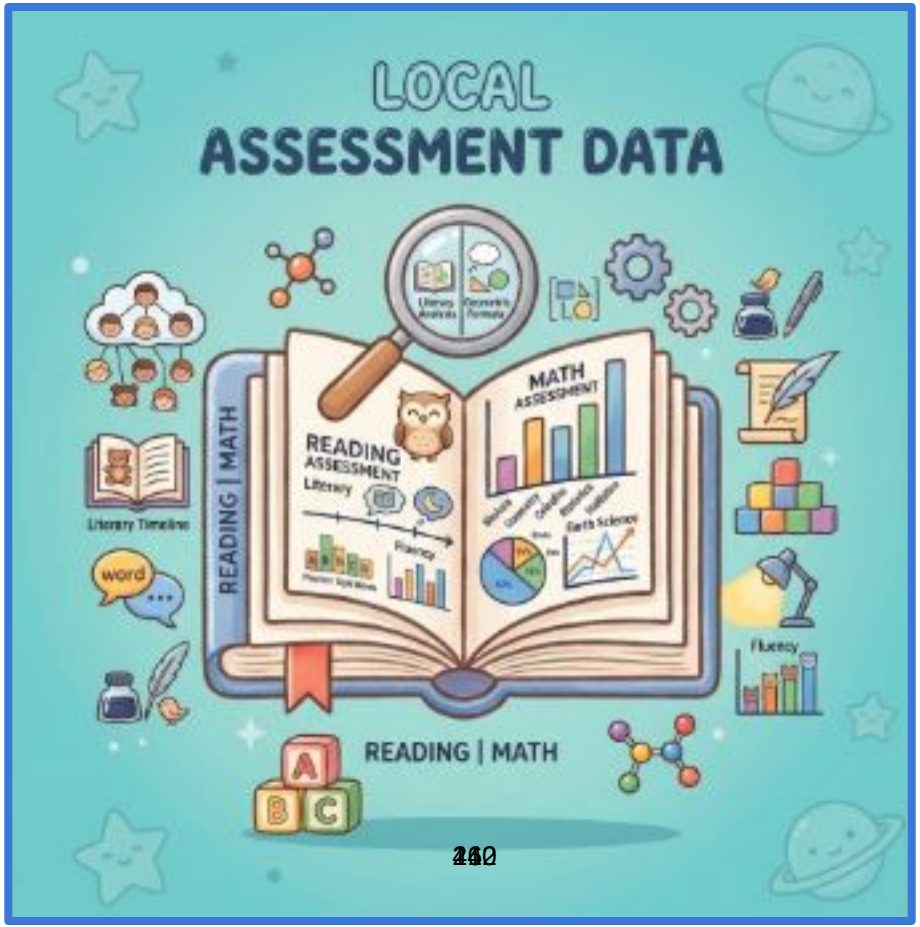
*All accountability assessments (MCA/MTAS/ALTMCA)

2026 Science MCA IV



2026 Science MCA IV




LOCAL
ASSESSMENT DATA
READING | MATH
READING
ASSESSMENT
Literacy
Fluency
MATH
ASSESSMENT
Earth Science
Literary Timeline
word
Fluency
READING | MATH
A
B
C

FastBridge: Kindergarten

Letter Sound Fluency (SPM)			
Percent of Kindergarten Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	38.9%	36.0%	-2.9%
2022-2023	34.6%	44.8%	10.2%
2023-2024	47.9%	54.3%	6.4%
2024-2025	46.5%	52.3%	5.8%
2025-2026	**44.3%**	**58.8%**	**14.5%**

FastBridge earlyMath: Composite			
Percent of Kindergarten Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	65.9%	67.9%	2.0%
2022-2023	65.5%	66.6%	1.1%
2023-2024	73.2%	67.0%	-6.2%
2024-2025	72.1%	68.8%	-3.3%
2025-2026	**73.5%**	**67.6%**	**-5.9%**

Compared to last 5 years, a higher percent of kinders (58.8%) reached expected benchmarks in spring 2026 in reading with the highest percentage of growth + 14.5%

FastBridge: 1st Grade

FastBridge earlyReading: Composite			
Percent of 1st G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	29.5%	45.8%	16.3%
2022-2023	36.6%	53.6%	17.0%
2023-2024	34.2%	52.2%	18.0%
2024-2025	38.4%	47.9%	9.5%
2025-2026	**39.6%**	**50.2%**	**10.6%**

FastBridge earlyMath: Composite			
Percent of 1st G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	63.1%	65.0%	1.9%
2022-2023	66.5%	71.0%	4.5%
2023-2024	69.0%	67.2%	-1.8%
2024-2025	69.9%	62.2%	-7.7%
2025-2026	**68.9%**	**65.9%**	**-3.0%**

Fall 2025, more students (39.6%) entered 1st grade reaching benchmark in reading.
Spring 2026, 10.6% more students met benchmark expectations in reading.

FastBridge: 2nd Grade

FastBridge aReading: Composite			
Percent of 2nd G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	43.5%	56.2%	12.7%
2022-2023	47.6%	57.0%	9.4%
2023-2024	51.5%	58.0%	6.5%
2024-2025	54.6%	58.5%	3.9%
2025-2026	**53.6%**	**60.7%**	**7.1%**

FastBridge aMath: Composite			
Percent of 2nd G Meeting Expected Benchmark			
Assessment Year	Fall	Spring	Increase/ Decrease
2021-2022	59.2%	61.7%	2.5%
2022-2023	62.8%	63.3%	0.5%
2023-2024	62.1%	64.2%	2.1%
2024-2025	63.2%	61.5%	-1.7%
2025-2026	**66.6%**	**67.0%**	**0.4%**

As compared to the last 5 years, a higher percentage of students reached expected benchmarks in spring 2026 in both reading (60.7%) and math (67%)



Contact Information

Brenda Spartz
Director of Elementary Education
brenda.spartz@isd709.org

Jen Larva
Director of Secondary Education
jen.larva@isd709.org

COW Agenda Cover Sheet

Meeting Date: October 6,2026

Topic: American Indian Education Aid Plan

Presenter(s): Emily Silverness

Attachment:https://docs.google.com/presentation/d/1wi6HRsNdLsxO-PZ7b5640pwYtCWaDZeaOObzwSFyCQg/edit?usp=sharing

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

I will be presenting the 2026-2027 school year American Indian Education Aid plan that was approved by the AIPAC, Bonds, and Magas and sent to MDE

This Requires School Board Approval :
No

American Indian Education Aid Plan

Compiled by Dr.Emily Silverness for the COW under direction from Anthony Bonds





OUR MISSION

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

OUR VISION

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

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

Excellence



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

Equity



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

Collaboration



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

Belonging



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

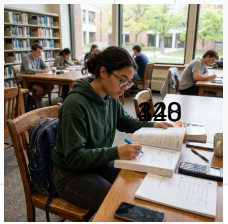
Area 1: Support Postsecondary Preparation for American Indian Pupils

OBJECTIVE

To provide comprehensive postsecondary preparation and career exploration opportunities for Indigenous students in Duluth Public Schools, enhancing readiness for life beyond high school and empowering them to pursue higher education and diverse career paths.

Key Target Goals (By May 2027)

- **College & Career Programs:** Attend 3 exploration programs (50% target participation rate of 241 high school students). Includes visits to UMD, Augsburg, UMN, St. Thomas, and Hamline with cultural focus.
- **Early Exposure:** K-5 and 6-8 students provided at least one college/career readiness opportunity.
- **100% Exam Support:** All 11th & 12th grade AI students offered financial assistance and support for ACT/SAT/Accuplacer exams.



Action Steps & Collaboration

- **Recruitment & Outreach:** Coordinate campus visits, scholarship presentations, and FAFSA workshops with AI Home Liaisons and counselors.
- **Targeted Events:** Attend tribal-specific career fairs, trade events, and MTAG (Master of Tribal Administration) presentations.
- **Professional Growth:** Sponsor attendance for students and families at conferences (e.g., MIEA-Minnesota Indian Education- in March 2027).
- **Tracking:** Utilize MCIS (Minnesota Career Information System), ASVAB (Armed Services Vocational Aptitude Battery) data, sign-ins, and post-event surveys.

Funding Request & Budget Details

Covers site/district staff, supplies, student/family transportation, meals, exam fees, and contracted presenters.

- **Fond Du Lac Tribal College Trip:** $400 (Buses)
- **Additional College/Career Visits:** $3,000
- **Food (Lunch & Snacks for Visits):** $2,000
- **MIEA Conference (20 Students, 10 Parents, 4 Staff):** $25,000
- **ACT/SAT/Accuplacer Fees & Materials:** $1,500
- **Emergency Student Transportation Assistance:** $1,000

Things I am honestly learning from this plan and budgets created before me; buses are more expensive than these budgets accounted for if we really want this for our students so we are already asking other resources for assistance here.

Some of the colleges named in this have more expensive routes than this. We have many colleges available and want our student interests as well as what the colleges provide for American Indian students financially to guide which colleges we visit as these can also be sources of funding for us.

Also, these hungry kids go through this food budget very fast, partly due to inflation.

Area 2: Support the Academic Achievement of American Indian Pupils

OBJECTIVE

To enhance the academic achievement of Indigenous Students in Duluth Public Schools.

Key Target Goals

- **Curriculum Feedback Survey:** Implement student survey with QR code by Aug 2026 to measure desired cultural activities/events for curriculum integration.
- **Graduation Rate Improvement:** Increase on-time 4-year graduation rate for American Indian students from 52.1% to a target rate of 60% (disaggregated by site).
- **Family Satisfaction Survey:** Roll out QR code survey by Aug 2026 for students and families to measure academic support satisfaction and gather feedback.



Action Steps & Collaboration

- **Graduation Banquet:** AIE to host an annual banquet by May 2027 inviting graduating AI students and families to celebrate achievements with graduate role models.
- **Cultural Incentives:** Home School Liaisons to provide smudging kits, AI author books/art, and traditional foods (wild rice, maple sugar) for goal accomplishment.
- **Denfeld High Cohort:** Support Indigenous Cohort efforts at Denfeld High School to create a culturally safe space and raise attendance scores by 5% annually.

Funding Request & Budget Details

Covers select site/district staff, supplies/materials, transportation, meals for participating families, and contracted presenter services.

- **Culturally Appropriate Incentives (Books by AI authors, smudging kits, etc. by May 2027):** $17,000
- **Traditional Foods (Wild rice, maple sugar, etc.):** $2,000
- **Denfeld High Cohort Support:** $2,000

Area 3: Make Curriculum Relevant to the Needs, Interests, and Cultural Heritage of American Indian Pupils

OBJECTIVE

To provide curriculum relevant to the needs, interests, and cultural heritage of Indigenous students in schools by funding culturally relevant in-school and out-of-school activities, purchasing cultural items, and supporting meals to foster a welcoming environment and sense of belonging.

Key Target Goals

- **AIPAC Collaboration:** Consult and collaborate with AIPAC to plan, promote, and implement all culturally educational presentations and activities.
- **Course Electives:** By Oct 2026, develop culturally relevant course electives (middle & high school level) available in Fall 2027.
- **Standards Audit & PSEO:** Complete AI standards audit by SY2027; offer targeted PSEO courses to bridge transition to post-secondary education.



Action Steps & Collaboration

- **Seasonal Activities:** Provide 2 seasonal AI-focused activities (Rice Camp, Sugar Bush, Winter storytelling, tribal sovereignty).
- **Elder & Expert Presentations:** Provide 4+ presentations by May 2027 to enact Indigenous Education for All.
- **Electives & After-School:** Test/evaluate programs like Ojibwe language quiz bowl, drum, regalia, or ribbon shirt/skirt making.
- **Denfeld Cohort Support:** Aid in purchasing supplies & materials for 9th-11th grade Indigenous Cohort.

Funding Request & Budget Details

Covers select AI staff within sites/district offices, supplies & materials, transportation, family meals, and contracted presenter services.

- **Seasonal Activity & Elder Speaker Fees:** $5,000
- **Denfeld High Cohort Support:** (See Area 2 for funding request)

Area 4: Provide Positive Reinforcement of the Self-Image of American Indian Pupils

OBJECTIVE

Our program aims to strengthen Indigenous students' self-image by celebrating their achievements and fostering a supportive community around their successes. We will emphasize positive reinforcement through community involvement, hosting events, and creating programs and policies for younger students to connect with older students as role models.

Key Target Goals

- **Academic Support System:** By May 2027, home school liaisons will implement Infinite Campus contact logs for attendance, behavior, and academic needs, reporting to AIPAC per FERPA.
- **Cultural Events & Pow Wows:** By May 2027, implement at least 3 cultural activities/events (seasonal feasts, round dances, storytelling, literacy events, tribal flags, artwork, or pow wows).
- **District Cultural Symbols:** Add at least 2 culturally significant symbols (flags, signage, or artwork) across the district (including sites like East High or Ordean Middle).



Action Steps & Collaboration

- **Cultural Expressions:** Provide achievement & expression events (Orange Shirt Day, Rock Your Mocs) planned by coordinator, principals, and liaisons.
- **Student Mentorship:** Support Indigenous student orgs as role models for younger students (classroom visits, research presentations, pow wow dance leaders).
- **Symbol Celebrations:** Host 2+ events celebrating flags/murals in schools (East, Ordean, or Lincoln Park).
- **Community Events:** Host 2+ cultural presentations (round dances, feasts) by April 2027 and a District Pow Wow by May 2027.

Funding Request & Budget Details

Covers select AI staff, supplies, transportation, family meals, contracted speakers/artists, and major cultural celebrations.

- **Graduation Banquets & Gifts (5th, 8th, 12th grade):** $40,000
- **District Pow Wow & Community Gatherings:** $33,000 (Pow Wow $10K, Feast/Round Dance $15K, End of Year $8K)
- **Symbols, Artwork & Murals:** $19,069 (Flags/Signage $7K, Mural $8.07K, Honor Guard $3K, Ojibwemowin $2K)
- **Cultural Workshops & Supplies:** $5,750 (Sewing Classes $4K, Cultural Expressions/Orange Shirt Day $2K)



Questions?

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

COW Agenda Cover Sheet

Meeting Date: October 6, 2026

Topic: School Continuous Improvement Efforts Update

Presenter(s): Brenda Spartz, Director of Elementary Education
Jen Larva, Director of Secondary Education
School Principals

Attachment: **COW Meeting: Principal SCIP update_October 2026**

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

Each school principal will be introduced with each principal sharing their school's efforts for continuous improvement as well as highlighting a few points of pride.

This Requires School Board Approval : No

School Continuous Improvement Efforts Update

Committee of the Whole

October 6, 2026

Continuous Improvement Teams (CITs)

&

School Continuous Improvement Plans (SCIPs)

Overview: Continuous Improvement Teams (CITs)

School Board

↓

District Leadership Teams

↓

Continuous Improvement Teams

↓

Professional Learning Communities

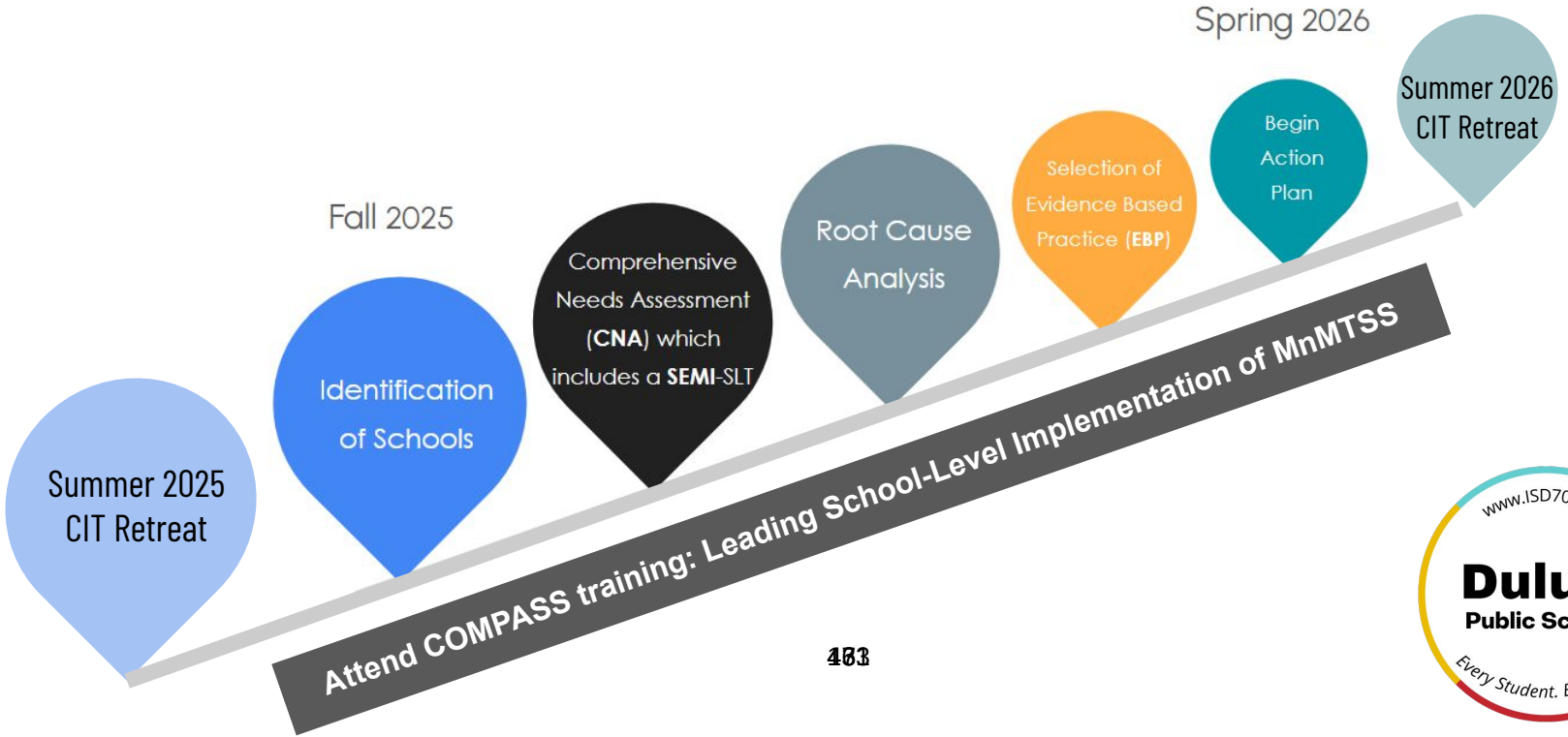
Continuous Improvement Process

- Analysis: data, root causes, barriers
- Goal setting and alignment
- Monitoring implementation and fidelity of practices

Continuous Improvement Team (CIT)

- Provides leadership to guide each school's continuous improvement work
- Represents a variety of perspectives

CIT Process: 2025 - Present



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Duluth Public Schools
Every Student. Every Day.

School Continuous Improvement Plan (SCIP): The Tool

Collaborative Development

CIT collaboratively writes a School Continuous Improvement Plan (SCIP) based on:

- Comprehensive Needs Assessment (CNA)
- Rigorous data analysis
- Direct input from site representatives

Core Plan Deliverables

SCIP clearly outlines strategic next steps:

- Action plan for high-impact, evidence-based practices (EBP) aligned with school-wide goals
- Structured documentation for monitoring implementation fidelity and academic progress

School Improvement Efforts

Introduction to Principals

Sharing:

Points of Pride

School Continuous Improvement Plan

Evidence Based Practices

Lakewood Elementary - Lynx



Principal: Dr. Darren Sheldon

Points of Pride:

- MCA Reading Scores
- PBIS Exemplary Status
- Many School Updates: New Sports Court, School Forest Grant, new heating system, updated PBIS banners/signage throughout the school, and near future: Reading Garden in front of the school, BOB (Battle of the Books) went from 30 kids two years ago to 76 this year.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Diagnostic Instruction

- **3 Year Goal:** Focus on analyzing multiple data sources (most notably: K-2 LETRS spelling screener and Functional Morphology screener grades 4-5 to bolster our phonics skills school-wide).
- **In year three,** our plan is to use a common planning time for all grades so we can differentiate school-wide.

Homecroft Elementary - Hornets

Principal: Tom Cawcutt

Points of Pride:

- Enrollment increased by over 100 students over the last 8 years
- MCA & FAST scores routinely exceed state/district averages
- Teacher retention nearly 100%
- Refinement of MTSS practices
- Fully implemented PBIS
- 64% decrease in Office Discipline Referrals from 24/25 to 25/26 school years.
- 96% of Homecroft students received zero Office Discipline Referrals during the 25/26 school year.
- New school signage

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: School Climate and Community Building

- **In the 2026-2027 school year,** we will increase reading achievement for students in grades 2-5 from 61.5% proficient to 75% proficient as measured by aReading (FastBridge). Homecroft students will make incremental progress toward grade level proficiency in reading as measured by leveled indicators (FastBridge, MCAs).

Congdon Park Elementary - Cougars

Principal: Kathi Kusch Marshall

Points of Pride:

- Dedicated Staff: Works together to meet the needs of the whole child
- Special Education:Met and exceeded math and attendance goals
- Student Council: Voice & leadership through empowering students
- Farm to School: Connecting kids with agriculture & hands-on learning
- Safe Routes to School: Focus on health, wellness & safe transportation
- School Environment: Well-cared for and clean learning environment

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice

EBP: Explicit Instruction

- **Maintain robust infrastructure and collaborative teams** to support MnMTSS. Primary focus areas include Reading, Math, and Attendance, with targeted interventions for Special Education, math, and attendance.
- **Ensure instructional consistency,** enforce rigorous utilization of PLC data, progress monitoring, and the digital PLC Hub. CIT will actively use PLC Monitoring Tools to track progress and maintain a focus on Tier I instructional priorities.
- **Continue to identify root causes** and drive ongoing targeted interventions. Tier I Community of Progress.

Lester Park Elementary - Labradors

Principal: Anna Cawcutt

Points of Pride:

- Overall increase in MCA scores in all 3 tested subjects compared to 2025
- Successful implementation of our Recess & Lunch Buddies student leadership program
- Positive and supportive climate and culture
- Positive climate survey results - staff, students, and families

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Explicit Instruction

- **3-year Goal:** Students in grades 2-5 will increase aReading achievement by June of 2029, from 72.5% no-risk to 80% no-risk, through strategic action planning, professional development, and data based decision making.
- **2026-2027 Goal:** In the 2026-27 school year, we will increase reading achievement for students in grades 2-5 from 72.5% proficient (no-risk) to ~~75%~~ 489 proficient (no-risk), as measured by aReading.

Laura MacArthur Elementary - Eagles

Principal: Carrie Thompson

Points of Pride:

- Overall increase in MCA scores in reading and math scores compared to 2025.
- Overall reading score on MCA exceeds spring 2027 goal allowing focus on subgroups.
- Focus on family engagement continues - 170 guests came to our grandparent/special friend day event.
- Awarded Full Service Community School Grant!!!!

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Engagement Strategies to Support a Positive School Climate

3 year goal:

- Grades 3-5 students will increase on MCA Reading by June of 2029, from 29.81% to 45% proficient through strategic action planning, professional development, and data based decision making. Target student groups: Black, special education, and free/reduced meals.

26-27 School Year Goal:

- By spring 2027, grade 3-5 students will increase MCA Reading by 5% from 29.8% to 34.8%. Targeted students groups increase by 7% (Black 23.5% to 30.5%), (free/reduced meals 34.9% to 41.9%), (special education 17.8% to 24%).
- By spring of 2027, number of minor Office Discipline Referrals (ODRs) for disruption will decrease by 30% from the baseline of 296 referrals to 198 referrals.

Lowell Elementary - Lions

Principal: Eve Hessler

Points of Pride:

- Positive growth in climate survey data from Fall 25 to Spring 26
- Achieved building goals in Reading!
- Implemented mixed specialist groups

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Diagnostic Instruction

- **FOCUS: Tier 1 Instructional Vision Component 2**
  - Collect & Review Data Routinely using formative checks (exit tickets, quick quizzes, progress monitoring) to confirm current level of understanding
  - Improving PLC work
- **3 Year MN State Identification Goal:**
  - By June of 2029, Special Education students in Grades 2-5 will increase their FastBridge aReading achievement from 18% no-risk to 33% no-risk.

Myers-Wilkins Elementary - Wolves

Principal: Lisa Nicholson

Points of Pride:

- Restructured our data driven instruction and Tier 2 interventions to meet student needs.
- Partnership: UMD-Happiness Kits
    - For 6 Mornings, UMD students from different student groups and athletics greeted students as they arrived and then joined morning meetings.
- Positive Climate Survey Results from families, staff, and students
- Full integration of our Spanish Immersion program through our specialists classes
- Strong Partnerships with PTO and the Duluth Community Schools Collaborative
    - Playworks (increasing opportunities for physical activity and safe, meaningful play)
    - A Minnesota Department of Natural Resources (DNR) school forest designation

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP)

EBP: Structured Literacy: Tier 1 Instruction

- **3 year Goal:** Grades 3rd-5th will increase aReading achievement by June 2029, from 47% low-risk to 64% low-risk through strategic action planning, professional development, and data based decision making.
- **1 year Goal:** 2026-2027 school year, decrease the number of students in grades 3-5 from 30% high-risk to 22% high-risk as measured on aReading.

Piedmont Elementary - Panthers

Principal: Dr. Katie Britton

Points of Pride:

- Maximizing Intervention Time: Reduced substitute coverage duties to keep interventionists focused on intervention.
- Sustained Key Partnerships: Continued collaboration with Northwoods and Brightwater health to support student mental health and needs.
- Active PTA Collaboration: Continued support and with our PTA to support events for families and students.
- Kinder Camp Success: Leveraged fall transition days and beginning of the year to build balanced kindergarten classes.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Building Climate- Engagement Strategies to Support a Positive School Climate

- **1 yr Goal-** In the 2026-2027 school year, we will increase reading achievement for our special education students (Grades 3-5) by + 2% from 30.49% to 32.49%.
- **3 yr Goal-** Special Education students in grades 3rd-5th will exceed exit criteria in MCA reading achievement by June of 2029, from 30.49% to 36.49% proficient through strategic action planning, professional development, and data based decision making.

Stowe Elementary Bulldogs

Principal Nathan Anderson

Points of Pride:

- **Reading WIN Groups:** Integrated Service Delivery Model (Interventionist + SPED + Gen Ed collaboration)
- **Staff Connectedness & Family Engagement:** Increase via survey results.
- **Improvement in FastBridage Reading:** Free/Reduced Meals & Special Education students improved!
- **Preschool Program Belonging:** Feel like part of the the school, not just a program housed in Stowe.
  - New classrooms to accommodate program- 2 full classes with a wait list!
- **Facility Improvements:** Entire New Roof, Flooring, Paving
- **Community Partnerships:** Stowe Foundation, GND Rec, PTA
- **School Forest:** MN DNR School Forest Conference is hosted at Stowe in February!
- **Student Support Additions:** Part time Integration Specialist, Northwood Partial Day Program

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP:Diagnostic Instruction

- **3-Year Goal:** By June 2029, 3rd-5th grade students eligible for free/reduced-price meals (2025 identification) will increase from 27.7% to 50% on Reading MCA - using FastBridge Reading 3 times per year to monitor progress.
- **Year 1 Goal:** By Spring 2027, 3rd-5th grade students eligible for free/reduced-price meals will increase from 39% (Spring 2026) to 46% (Spring 2027) as measured by FastBridge aReading.

Lincoln Park Middle School - Wild Cats

Principal: Brian Kazmierczak

Points of Pride:

- Through our behavior response team, PBIS, and PAWS, we reduced events that lead to OSS by 46.9%
- Saw an increase in our overall MCA scores in all subjects tested
- Continue to provide a robust afterschool program supported by the Full Service Community Schools Collaborative and grant funding

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Explicit Instruction

- **3-year Goal:** 6th-8th grade students will increase MCA Reading by June 2029, from 42.2% to 45.2% proficient through strategic action planning, professional development, and data based decision making.
- **2026-27 Goal:** 6th-8th grade students will increase MCA Reading achievement by June 2027, from 42.2% proficient to 43.2% proficient through strategic action planning, professional development, and data based decision making.

Ordean East Middle School - Huskies

Principal: Kristen Kennedy-Anderson



Points of Pride:

- MCA scores in Reading, Math and Science are higher than district average scores
- Fall 2026 FastBridge aReading scores are 79% proficient
- Strong student advocacy groups established to lift up student voices and create connections
- Student referral numbers
- Academic recognition

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Explicit Instruction

- **3-year Goal:** 6th-8th grade students will increase MCA Reading by June 2029, from 64.8% to 67.8% proficient through strategic action planning, professional development, and data based decision making.
- **2026-27 Goal:** 6th-8th grade students will increase MCA Reading achievement by June 2027, from 64.8% proficient to 65.8% proficient through strategic action planning, professional development, and data based decision making.

Denfeld High School - Hunters

Principal: Tom Tusken

Points of Pride:

- Overall Class of 2025 graduation rate was 84.77%, **+ 7.9%** from Class of 2024
  - Specific student groups: **Homeless:** + 28.2%, **Two or More Races:** + 14.9%, **Free/Reduced Meal Eligible:** + 11.9%. **American Indian / Native American:** + 11.6%
- Time capsule opened on Sept 25th; placed in cornerstone in 1925 of the second school to bear Denfeld name. Process organically included several Denfeld alum in interesting ways and ceremony included several dignitaries including Robert E. Denfeld family, Superintendent, Mayor, Masons of Minnesota, St. Louis County Historical Society, and Western National Bank.
  - New time capsule set to be opened in 2076.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Structured Literacy - Diagnostic Instruction

- Through District-PLC, teaching staff will be trained in STRIVE strategies.
- By the end of the 26-27 school year, STRIVE strategies will be used in all classes as measured by formal and walk-through observations.

Duluth East High School - Greyhounds



Principal: Kelly Flohaug

Points of Pride:

- 2025 Graduation Rate = 96%. which included + 3% in Special Education and + 4% Free/Reduced Meals.
  - High graduation rate due specifically to Check & Connect, MTSS, School Counselors, as well as staff at ALC for their work with credit recovery when students lose credits.
  - Every staff member has a hand in preparing and graduating students.
- Greatly expanding and successful Career Work Based Learning.
  - Currently 171 in grades 11/12. Semester 2 already w/215.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Structured Literacy - Diagnostic Instruction

- By June 2027, Duluth East High School will establish a centralized, multi-tiered data disaggregation system across Academic, Attendance, Behavior, and Social Emotional Learning categories to track, analyze, and address disparities across student demographic groups (ethnicity, grade level, IEP status, English language proficiency, and socio-economic status), improving staff access to and usage of school data.

Academic Excellence Online High School

Principal: Eric Stang

Points of Pride:

- Enrollment has continued to grow, currently serving 718 students
  - 621 Comprehensive enrollments (96 Full-time)
  - 97 Supplemental enrollments (out of district)
- This flexibility provides students with the opportunity to build a school schedule that fits their busy lives.

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Literacy

- In accordance with the READ Act, teachers will utilize reading strategies learned from STRIVE to increase student reading comprehension and fluency.
- Teachers will use ROAR testing to identify students in need of reading intervention.

Area Learning Center

Principal: Eric Stang

Points of Pride:

- **Facility and Enrollment:** We have successfully transitioned to our new facility, and our student enrollment continues to grow.
- **Attendance:** Student attendance has increased significantly, despite the longer school day.
- **Continuous Learning Plans:** We developed and implemented an improved process for creating Continuous Learning Plans, bringing together key stakeholders, including students, parents/guardians, and staff.
- **Credit Recovery:** Credit recovery has started. We currently have 166 students taking 302 classes in 37 different courses and Internship making progress towards graduation.
    - ALC (93), Denfeld (36), East (26), Harbor City (4), Hermantown (3), Floodwood (2), Carlton-Wrenshall (1), Proctor (1)

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Graduation

- Strategic approach toward gaining compliance with MDE as an ALC, specifically regarding our ability to offer independent study and targeted services, which directly impact graduation rates across the district.
- MEIRS data teams will work to identify early warning factors and interventions for individual students.

Care & Treatment Programs

Principal: Jacob Hintsala

Points of Pride:

- Six students graduated at Arrowhead Academy through Credit Recovery
- 100% of 10th graders passed the MCA Reading Test at Chester Creek Academy
- 79% of students at Chester, 70% at Rock Ridge, 75% of students at Merritt made great gains in math on STAR test
- 84% of students at Chester, 83% at Rock Ridge, 83% of students at Merritt made great gains in reading on STAR test

School Continuous Improvement Plan (SCIP) & Evidenced Based Practice (EBP):

EBP: Diagnostic Instruction

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

Acronym Cheat Sheet:

AREA: Academic, Relearning, Enrichment and Activities

BARR: Building Assets and Reducing Risks

CICO: Check-In, Check-Out

CIT: Continuous Improvement Team

CNA: Comprehensive Needs Assessment

CTE: Career Technical Education

EBP: Evidence Based Practice

FAST: Formative Assessments and Screening (Assessment screener administered to students)

FRPM: Free/Reduced-Price Meals

LETRS: Language Essentials for Teachers of Reading and Spelling (READ Act aligned professional learning program)

MCA: Minnesota Comprehensive Assessment

MEIRS: MN Early Indicator and Response System (evidence based practice being used)

MTSS: Multi-Tiered System of Support

ODR: Office Discipline Referrals

PBIS: Positive Behavior Interventions and Supports

ROAR: Rapid Online Assessment for Reading

Acronym Cheat Sheet:

READ Act: Reading to Ensure Academic Development Act

SEL / SEB: Social Emotional Learning / Social Emotional Behavior(ist)

SCIP: School Continuous Improvement Plan

STAR: Screening Assessment Tool

STRIVE: Structured literacy training for secondary educators (READ Act aligned professional learning program)

TFI: Tiered Fidelity Inventory

UFLI: University of Florida Literacy Institute (curriculum)

WIN: What I Need

SCIP: School Continuous Improvement Plan

EBP: Evidenced Based Practice

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, October 1, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   A. 422 Policies Incorporated by Reference 2
3. **POLICIES FOR SECOND READING**
   A. 715 Electronic Fund Transfers 3
4. **POLICIES FOR REVIEW**
   A. 621 Literacy and the Read Act 5
   B. 709 Student Transportation Safety Policy 14
   C. 722 Public Data and Data Subject Requests 29
5. **REGULATIONS - Informational**
6. **OTHER**

*Adopted:*_____ *MSBA/MASA Model Policy 422*
Orig. 1995
*Revised:*_____ *Rev. 2022*

422 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies that also apply to employees:

Model Policy 505	Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
Model Policy 507	Corporal Punishment
Model Policy 510	Student Activities
Model Policy 511	Student Fundraising
Model Policy 517	Student Recruiting
Model Policy 518	DNR-DNI Orders
Model Policy 519	Interviews of Students by Outside Agencies
Model Policy 522	Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process
Model Policy 524	Internet Acceptable Use and Safety Policy
Model Policy 525	Violence Prevention
Model Policy 535	Service Animals in Schools

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None

New Policy
First Reading:

715 ELECTRONIC FUND TRANSFERS

I. PURPOSE

The purpose of this policy is to establish guidelines for the electronic funds transfers of school district funds.

II. GENERAL STATEMENT OF POLICY

It is the intent of this school district to comply with all state laws relating to electronic funds transfers.

III. SCOPE

This policy applies to all electronic funds of the school district.

IV. AUTHORITY AND OBJECTIVES

A. The funds of the school district shall be transferred in accordance with this policy, Minnesota Statutes section 471.38, and any other applicable law or written administrative procedures.

B. The primary criteria for electronic funds transfers of the school district are as follows:

1. The school board shall delegate the authority to make electronic funds transfers to the director of business services and their designated business office official.
2. The disbursing bank shall keep on file a copy of the Electronic Fund Transfer policy.
3. The initiator of the electronic transfer shall be identified.
4. The initiator shall document the request and obtain approval from the designated business office official before initiating the transfer.
5. A written confirmation of the transaction shall be made no later than one business day after the transaction and shall be used in lieu of a check, order check or warrant required to support the transaction.
6. A list of all transactions made by electronic funds transfer shall be submitted to the school board at its next regular meeting after the transaction.

V. DELEGATION OF AUTHORITY

The executive director of business services is designated as the business administrator of the school district and is responsible for electronic funds transfers and activities under the direction of this policy.

The executive director of business services may delegate certain duties to the business office employees, but shall remain responsible for the operation of the program.

Legal References: Minn. Stat. § 471.38, subd. 3 (Claims)

New Policy
First Reading: 09.22.2026

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New Policy
First Reading:

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.

B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.

C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board ~~as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher,~~ who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. ~~A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.~~

E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one (1) district, jointly by two (2) or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

G. "Oral language," also called "expressive language" ~~or~~ and "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics. Oral language also includes sign language, in which speaking and listening skills are defined as expressive and receptive skills, and consists of phonology, including sign language phonological awareness, morphology, syntax, semantics, and pragmatics.

H. "Parent" means a student's parent or legal guardian.

~~H~~I. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.

~~I~~J. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.

~~J~~K. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

~~K~~L. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

~~L~~M. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.

~~M~~N. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

~~N~~O. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six (6) weeks of the school year, by February 15 each year, and again within the last six (6) weeks of the school year. A district must provide vendor-approved screening accommodations to students with documented accommodation plans.

A district must administer an approved reading screener to students in grades 4 and above who are not reading at grade level at least once per year until the student reaches grande-level proficiency. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).

B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.

C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:

1. the student's reading proficiency as measured by a screener approved by MDE;

2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.

E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. ~~For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of~~

~~dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.~~

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. For students enrolled in dual language immersion programs:

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;

2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;

4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and

5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.

F. An English language learner must be screened for characteristics of dyslexia according to the vendor's assessment guidelines.

~~F~~G. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;

2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.

B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.

D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

VII. LOCAL LITERACY PLAN

A. The school district must adopt a local literacy plan to have every 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. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;

6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;

7. a statement of whether the school district has adopted a MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

    a. students in kindergarten through grade 3;

    b. students who demonstrate characteristics of dyslexia; and

    c. students in grades 4 to 12 who are identified as not reading at grade level.

9. the number of teachers and other staff that have completed training approved by the department;

10. the number of teachers and other staff proposed for training in structured literacy;

11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;

12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; ~~and~~

13. beginning on December 31, 2025, for a district with a dual language immersion program:

    a. the program's partner language;

    b. grade levels included in the program;

    c. the language used to screen students' foundational reading skills;

    d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and

    e. the number of students in the program in grades 4 to 12 who are

identified as not reading at grade level., and

14. beginning with the 2026-2027 school year, a description of how schools in the district will use the school library media center to complement students' foundational reading skills.

B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner.

C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. reading intervention teachers working with students in kindergarten through grade 12;

2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;

3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;

4. curriculum directors;

5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;

6. employees who select literacy instructional materials for a district; and

7. teachers holding English as a second language teaching licenses.

B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:

1. teachers who provide foundational reading instruction to students in grades 4 to 12;

2. teachers who provide instruction to students in a state-approved alternative program; and

3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school

district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or

2. a training program that MDE has determined meets the professional development requirements under the Read Act.

E. Beginning July 1, 2027, an educator required to receive training under Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a), who is new to the state of Minnesota or is a newly licensed teacher who did not receive instruction in the teaching of foundational reading skills based on structured literacy, must complete one (1) of the approved required trainings. Training must be offered through the regional literacy network and facilitated by a local certified trained facilitator. MDE must review district literacy lead waiver requests and grant waivers to educators new to the state or educators who provide reading instruction exclusively using alternatives to sound-based approaches, and who have completed the professional development requirements consistent with this subdivision.

F. For the 2024-2025, 2025-2026 and 2026-2027 school years only, the hours of instruction requirement under Minnesota Statutes, section 120A.41 for students in elementary and secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9 and 13, is reduced by 5-1/2 hours for a district that enters into an agreement with the exclusive representative of the teachers that requires teachers to receive at least 5-1/2 hours of approved evidence-based training required under this subdivision, on a day when other students in the district receive instruction.

The hours of instruction reduction for secondary school students is applicable only for the 2025-2026 and 2026-2027 school years.

G. An educator who was first enrolled in an elementary, special education, or early childhood education Minnesota-approved teacher preparation program on or after June 1, 2026, does not need to receive additional training according to Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a).

H. All professional development and digital curriculum resources must comply with the accessibility standards developed according to Minnesota Statutes, section 16E.03, subdivision 9. Professional development provided in accordance with the Read Act is subject to the requirements of Minnesota Statutes, section 363A.43.

IX. STAFF DEVELOPMENT

A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c) . The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

B. The school district shall use the data under Article V. above to identify the staff development needs so that:

1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;

2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;

3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;

4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References:
Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. §124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)
Minn. Stat. § 363A.43 (Continuing Education; Accessibility)

Cross References: None

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709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. school district policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8 The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Instruction

a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation manager. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

a. Immediately follow the directions of the driver.

b. Sit in your seat facing forward.

c. Talk quietly and use appropriate language.

d. Keep all parts of your body inside the bus.

e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

These consequences are outlined in the Student Handbook. See the Table of Contents under Transportation of Public School Students to find the exact page.

(1) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(2) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(3) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(4) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop 5 minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, or B Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Paragraphs VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Paragraphs VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Subparagraph VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Subparagraph VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the *Minnesota Model School Bus Driver Training Program*.

2. Only students assigned to the school bus by the transportation office shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic.

   For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71~~.~~:

   "School bus" means a motor vehicle used to: (1) transport pupils to or from a school defined in Minnesota Statutes, section 120A.22, or to or from school-related activities, by the school or a school district, or by someone under an agreement with the school or a school district; or (2) provide training on the operation of the vehicle for purposes specified in clause (1) to employees of the school, school district, or a person under agreement with the school or school district.

   A school bus does not include a motor vehicle transporting children to or from school for which parents or guardians receive direct compensation from a school district, a motor coach operating under charter carrier authority, a transit bus providing services as defined in Minnesota Statutes, section 174.22, subdivision 7, or a vehicle otherwise qualifying as a type III vehicle under Minnesota Statutes, section 169.011, subdivision 71, paragraph (h), when the vehicle is properly registered and insured and being driven by an employee or agent of a school district for nonscheduled or nonregular transportation.

   In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher

       A minimum of one (1) 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. ~~First aid kit and b~~Body fluids cleanup kit

       A ~~minimum of a 10-unit first aid kit and a~~ body fluids cleanup kit is required. ~~They~~ The kit must be contained in a removable, moisture- and dust-proof container~~s~~ mounted in an accessible place within the driver's compartment and must be marked to indicate ~~their~~ the kit's identity ~~and location~~.

    c. First Aid Kit

       A first aid kit meeting the requirements as defined in the current version of the National School Transportation Specifications and Procedures (NSTSP) must be provided in vehicles model year 2027 and newer. All other vehicles may contain a minimum of a ten-unit first aid kit, as specified in Minnesota Rules 1993, part 3520.5120, or a first aid kit meeting the requirements of the NSTSP. After January 1, 2030, all type III vehicles must be equipped with a first aid kit meeting the requirements of the NSTSP.

    ~~c~~d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child

passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pretrip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with Paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, Subd. 2 (See Paragraph II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under a separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency

phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the *Minnesota Model School Bus Driver Training Program*. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Medical Notes shall be maintained on the school bus for students.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated the transportation manager to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY HAZARD COMMITTEE

The school board may establish a student transportation safety hazard committee. The chair of the student transportation safety committee is the school district's transportation manager. The school board shall appoint the other members of the student transportation safety hazard committee. Membership may include parents, school bus drivers, representatives of school bus

companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References:
Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules 1993, part 3520.5120
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:
MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources:
Minnesota Department of Public Safety: *School Bus Resources* (accessed 10/12/25)
National Highway Traffic Safety Administration: *Guideline for the Safe Transportation of Pre-school Age Children in School Buses* (Feb. 1999) (accessed 10/12/25)

Replaces:	3150 & 3160
First Reading:	12.16.2025
Second Reading:	01.13.2026
Adopted:	01.20.2026
Revised:	03.24.2026
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.

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~~ ABOUT 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~~ thirty (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 Department 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. SAFE AT HOME PARTICIPANTS AND DATA PRIVACY

Prohibition of Discrimination

The school district must not, on the basis of an individual's status as an Address Confidentiality Program participant where a reasonable person, considering all the circumstances, would conclude that the refusal, different terms or requirements, or other action was motivated by the individual's status as a program participant rather than by a legitimate, nondiscriminatory business purpose, safety or operational concern, or a requirement of federal or state law:

A. refuse to provide education services to an individual;

B. provide services to an individual on different terms or with different requirements

than an individual who is not a program participant; or

C. otherwise discriminate against an individual.

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
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Reviewed:	01-23-2024
Reviewed:	03-18-2025
Revised:	06-16-2026
Revised:	

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, October 12, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 2
   - B. **Business Services**
     - 1) Enrollment Report 4
     - 2) Child Nutrition Department Report 10
     - 3) Facilities Department Report 11
     - 4) Technology Department Report 12
       - a. Health & Safety Report 13
     - 5) Transportation Department Report 14
3. **Recommended Resolutions**
   - A. B-10-26-4186 - Acceptance of Donations to Duluth Public Schools 15
   - B. B-10-26-4187 - Acceptance of Grant Awards to Duluth Public Schools 17
4. **Consent Agenda**
   - A. HR Staffing Report 18
   - B. Finances
     - 1) Financial Report 19
     - 2) Fundraisers 20
   - C. Bids, RFPs, and Quotes
     - 1) RFP #351 - OEMS Boiler Replacement (LTFM Funding) 21
5. **Miscellaneous Informational Items (no action required)**
   - A. Expenditure Contracts 23
   - B. No Cost Contracts 125
   - C. Change Orders Signed 156
   - D. Bond Closure - 2021D Facility Maintenance Bonds 198

Human Resources Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Human Resources
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Steven Johnson

Manager's Minutes:

- We are continuing to visit all sites by Thanksgiving. We've been to Congdon, Homecroft, Lakewood, Laura MacArthur, Lester Park, Lowell, Myers-Wilkins and Piedmont. We are at the sites to answer any HR questions, introduce ourselves and try to be available for staff questions.
- Working with our unions to have good relationships, we have regular meetings scheduled with the para union, the teacher union and the maintenance union.
- Leaves and finding subs or replacements is a challenge, because sometimes we don't have enough time to fill the opening before the leave
- Continuing referendum informational work, tabling at sites and open houses and attending discussions and Q&A's

What We're Working On:

- In November, Benefits and Innovo Benefits Administration will hold a meeting for retirees to discuss 2027 Open Enrollment and cost increases .

Upcoming Changes/Improvements to the Department:

- Our benefits team is taking on Leaves from start to finish and entering them into our system. In the past payroll did the entry, but we felt having the benefits team manage leaves entirely made more sense.

Staffing Report:

Certified Appointments: 8

Certified Leaves: 0

Certified Resignations: 3

Certified Retirements: 1

Certified Terminations: 2

Certified Presumed Resigned: 0

Non-Certified Appointments: 17

Non-Certified Leaves: 0

Non-Certified Resignations: 7

Non-Certified Retirements: 0

Non-Certified Terminations: 2

Non-Certified Presumed Resigned: 1

Displacements: 1

Open Positions:

Certified:

Teacher (6)
Duluth Adult Education (1)
Special Education (1)
Elementary (2)
High School (2)

.

Non-Certified:

Administration/Management (1)
Special Services Supervisor (1)

Child Nutrition (3)
Nutritional Service Asst. (3)
Clerical (1)
Office Support Specialist- Senior (1)

Maintenance (11)
Custodian I/II/III Float (3)
Engineer II (2)
Engineer IV (1)
Master Electrician (1)
Second Shift Engineer I (3)
Utilities (1)

Paraprofessional (21)
Certified/Pre-Cert Sign Language Interpreter (5)
Health Assist/LPN Para (1)
Pre-School Program Para (1)
ECSE Program Para (1)
SpEd Building Wide Para (3)
SpEd Program Para (4)
SpEd Student Specific Setting III Para (6)

Non-Licensed-Hourly (6)
Hourly Substitute (1)
Playground/Cafeteria Monitor (5)

Activities/Athletics (3)
Nordic Ski- Head Coach (1)
Baseball- Head Coach (1)
Generic Co-Curricular (1)

Enrollment Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	MARSS | Business Services
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Philip Paulson

What We're Working On:

- Finalizing FY26 End-of-Year (EOY) MARSS data reporting ahead of the December completion deadline.
- Successfully executed the October 1st Child Count snapshot to support FY27 Compensatory Revenue allocations and Special Education Tuition Billing.
- Processing Fall MDE discrepancy reports and validating student records.
- District Enrollment Center personnel have transitioned to managing routine mid-fall student mobility and continuing to process applications as they come in.

Enrollment Reports

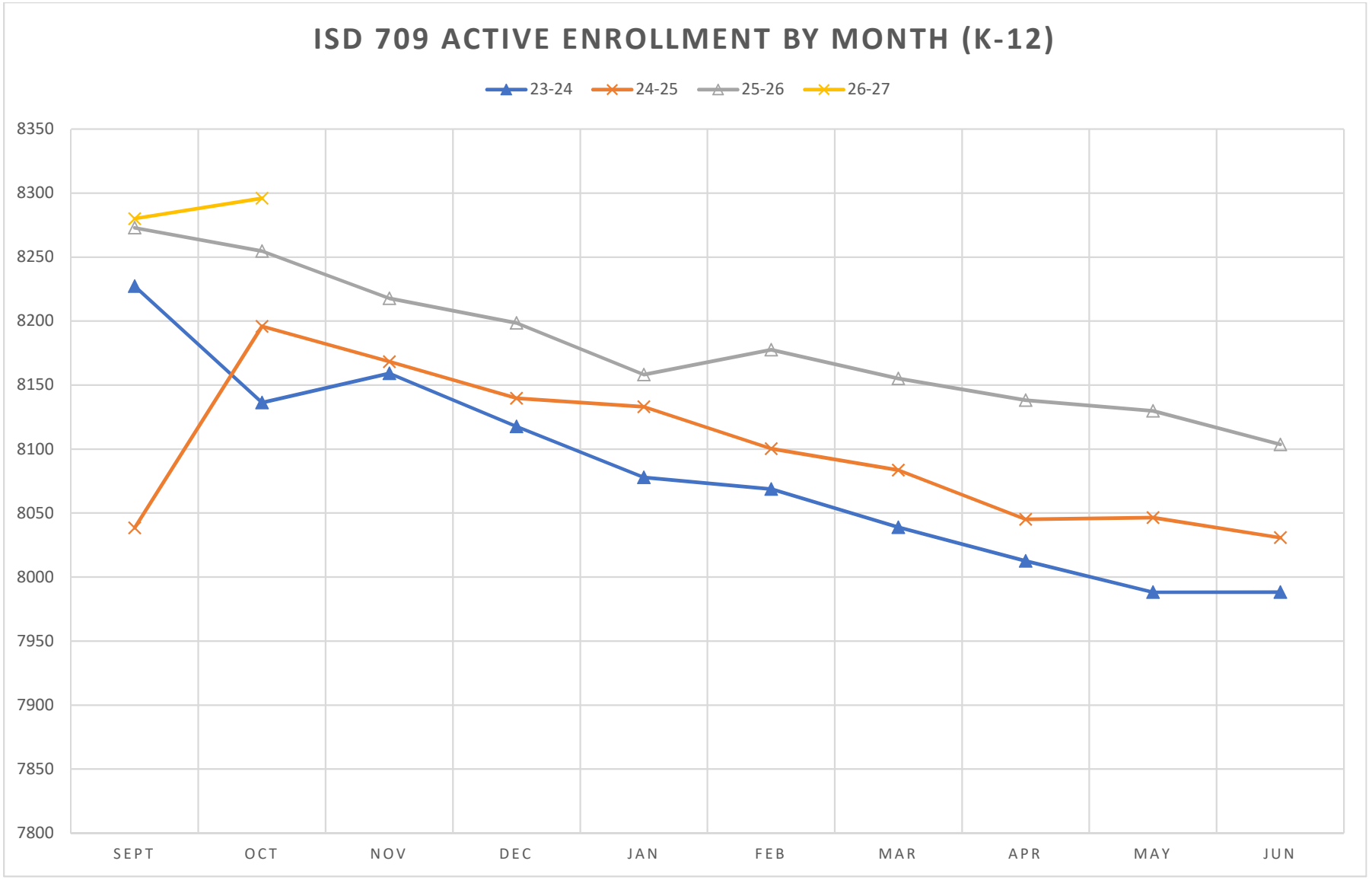
- K-12 enrollment stands at an average daily membership (ADM) of 8,295.94 for the month of October.
- Overall student enrollment increased from the month of September, maintaining consistent year-over-year levels compared to October 2025.

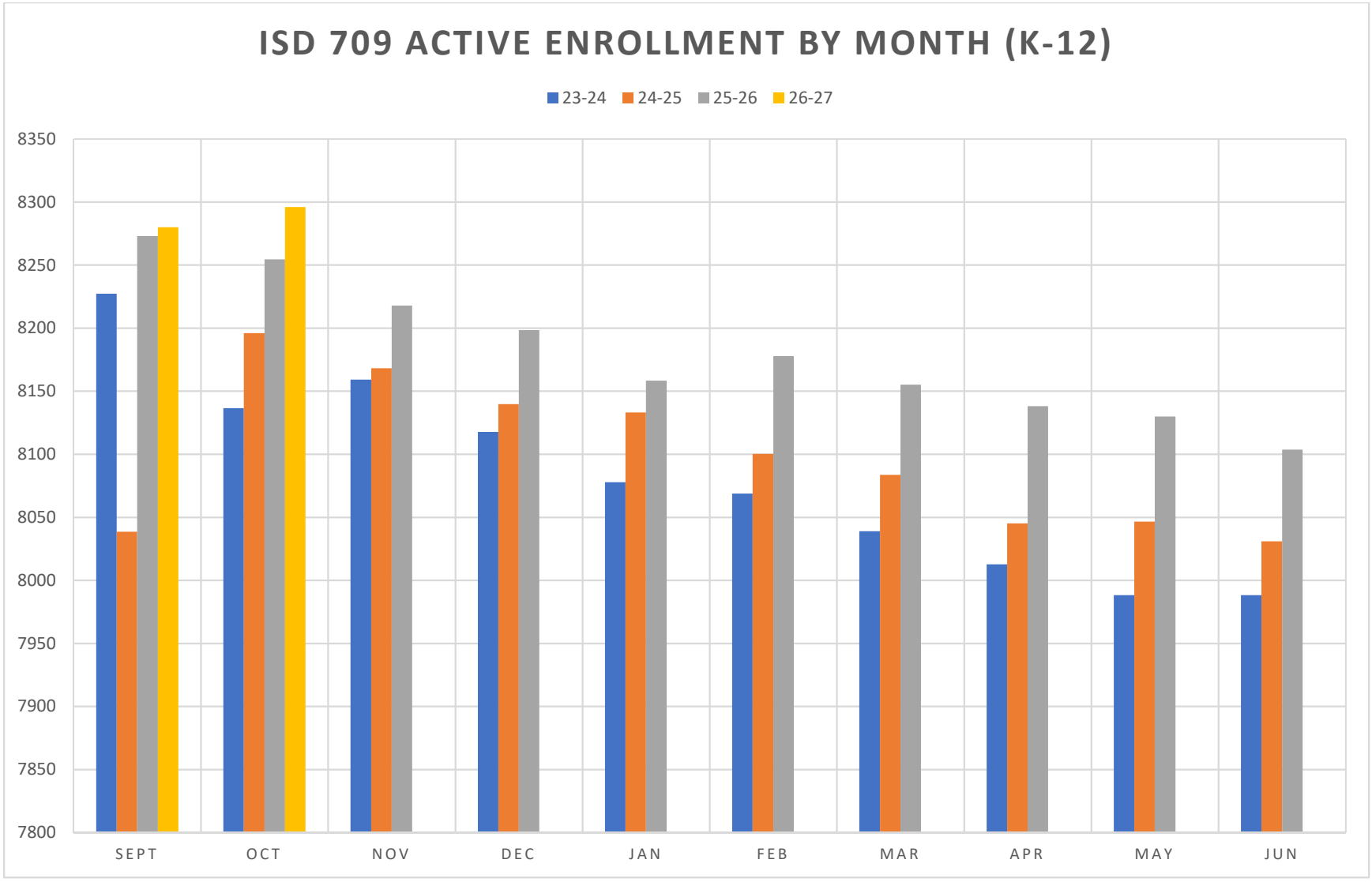
2026-2027 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
435 - Congdon Park	463.86	396.00	67.86	67.00	82.00	84.00	81.00	82.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
475 - Homecroft	460.00	385.00	75.00	83.00	72.00	73.00	76.00	81.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500 - Lakewood	238.00	197.00	41.00	36.00	40.00	34.00	41.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510 - Lester Park	491.00	417.00	74.00	86.00	79.00	80.00	94.00	78.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520 - Lowell	334.00	284.00	50.00	46.00	62.00	60.00	55.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
521 - Lowell Sp Immersion	179.00	147.00	32.00	32.00	38.00	24.00	28.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
525 - Laura MacArthur	246.00	206.00	40.00	41.00	40.00	40.00	38.00	47.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
540 - Myers-Wilkins	437.00	368.00	69.00	73.00	81.00	75.00	63.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
550 - Piedmont	409.00	342.00	67.00	78.00	66.00	71.00	65.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
565 - Stowe	223.00	198.00	25.00	41.00	36.00	45.00	38.00	38.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
225 - Lincoln Middle	692.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.00	223.00	237.00	0.00	0.00	0.00	0.00
335 - Ordean East Middle	1149.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	386.00	404.00	359.72	0.00	0.00	0.00	0.00
650 - AE Online	180.76	0.00	**575 Total Students, 41 Open-Enrolled, 64 FT & 470 PT Duluth Students, average enrollment is 0.31 or about 3 classes**							00	0.28	8.07	28.76	69.44	74.21
215 - Denfeld	1004.88	0.00								00	0.00	299.43	237.57	235.47	232.41
220 - East	1482.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.21	373.53	362.67	346.49
81 - Merritt Creek Academy	73.00	22.00	2.00	2.00	6.00	2.00	7.00	5.00	9.00	6.00	8.00	10.00	10.00	5.00	1.00
621 - ALP	95.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	23.00	70.44
575 - Chester Creek Academy	27.25	17.00	0.00	1.00	2.00	3.00	9.00	2.00	4.00	1.00	0.00	2.00	2.00	0.25	1.00
580 - Rock Ridge Academy	25.00	8.00	1.00	2.00	3.00	0.00	1.00	2.00	3.00	0.00	2.00	3.00	4.00	2.00	2.00
599 - STEPS Program	10.13	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	1.00	1.71	2.00	1.71	1.71
605 - Arrowhead Academy	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	2.00	3.00	9.00	5.00
615 - Bethany Crisis Shelter	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	0.00	0.00
630 - Superior Academy	22.00	6.00	0.00	0.00	2.00	1.00	2.00	1.00	4.00	2.00	3.00	1.00	2.00	2.00	2.00
689 - Pathways	6.00	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	6.00
699 - LIFE Program	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	1.00
950 - The Bridge	21.00	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	21.00
Total:	**8295.94**	**2994.00**	**543.86**	**588.00**	**610.00**	**592.00**	**598.00**	**606.00**	**638.00**	**637.00**	**614.00**	**727.42**	**666.86**	**710.54**	**764.26**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	M to M	YTD	FROM	FROM	FROM
2026-2027	25-26	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Oct '25	Current Month-Oct '25
435 - Congdon Park	487.67	463.00	463.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.86		0.86	**-23.81**	484.00	**-20.14**
475 - Homecroft	462.00	461.00	460.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	**-2.00**	465.00	**-5.00**
500 - Lakewood	244.00	239.00	238.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	**-6.00**	243.00	**-5.00**
510 - Lester Park	515.00	491.00	491.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**-24.00**	519.00	**-28.00**
520 - Lowell	311.00	334.00	334.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**23.00**	303.00	**31.00**
521 - Lowell Sp Immersion	181.00	179.00	179.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**-2.00**	182.00	**-3.00**
525 - Laura MacArthur	250.65	250.00	246.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		-4.00	**-4.65**	255.00	**-9.00**
540 - Myers-Wilkins	452.00	439.00	437.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	**-15.00**	462.00	**-25.00**
550 - Piedmont	401.00	410.00	409.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	**8.00**	400.00	**9.00**
565 - Stowe	246.00	225.00	223.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00	**-10.14**	-2.00	**-23.00**	233.00	**-10.00**
225 - Lincoln Middle	685.86	706.82	692.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-14.82		-14.82	**6.14**	698.86	**-6.86**
335 - Ordean East Middle	1119.34	1150.11	1149.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.39	**-15.21**	-0.39	**30.38**	1130.27	**19.45**
650 - AE Online	172.92	164.08	180.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.68		16.68	**7.84**	112.16	**68.60**
215 - Denfeld	918.04	1000.59	1004.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.29		4.29	**86.84**	1000.41	**4.47**
220 - East	1360.76	1480.18	1482.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.72	**23.69**	2.72	**122.14**	1460.81	**22.09**
081 - Merritt Creek Academy	88.00	69.00	73.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	**-15.00**	83.00	**-10.00**
621 - ALP	71.86	100.72	95.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.28		-5.28	**23.58**	81.00	**14.44**
575 - Chester Creek Academy	32.00	29.25	27.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	**-4.75**	30.00	**-2.75**
580 - Rock Ridge Academy	45.00	24.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	**-20.00**	43.00	**-18.00**
599 - STEPS Program	0.00	10.28	10.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.15		-0.15	**10.13**	0.00	**10.13**
605 - Arrowhead Academy	13.00	18.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	**9.00**	24.00	**-2.00**
615 - Bethany Crisis Shelter	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**-1.50**	0.50	**-0.50**
630 - Superior Academy	27.00	6.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00		16.00	**-5.00**	20.00	**2.00**
689 - Pathways	0.00	6.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	**6.00**	0.00	**6.00**
699 - LIFE Program	0.00	2.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	**3.00**	0.00	**3.00**
950 - The Bridge	18.00	22.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00	**17.57**	-1.00	**3.00**	24.58	**-3.58**
Total:	**8103.60**	**8280.03**	**8295.94**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**15.91**	15.91	**192.34**	**8254.59**	**41.35**
Change		176.43	15.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
Duluth Adult Education		361.00	414.00									53.00					

2026-2027 Month to Month Enrollment Changes by Grade

Month to Month 2026-2027	Total Sep	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	115.05	231.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.01		116.01	173.06
PK	17.95	18.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.99	117.00	0.99	18.45
KA	132.00	140.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.86		8.86	136.43
KG	410.00	403.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.00		-7.00	406.50
1	595.00	588.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.00		-7.00	591.50
2	612.00	610.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	611.00
3	591.00	592.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	591.50
4	594.00	598.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	596.00
5	608.00	606.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	607.00
6	640.33	638.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.33	-6.47	-2.33	639.17
7	642.07	637.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.07		-5.07	639.54
8	613.81	614.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.19	-4.88	0.19	613.91
9	707.12	727.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.30		20.30	717.27
10	649.72	666.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.14		17.14	658.29
11	713.69	710.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.15		-3.15	712.12
12	771.29	764.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.03	27.26	-7.03	767.78
K 12 Total:	8280.03	8295.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.91	15.91	8287.99
Change		15.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
23-24
24-25
25-26
26-27
8350
8300
8250
8200
8150
8100
8050
8000
7950
7900
7850
7800
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Active Students
Month


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
23-24
24-25
25-26
26-27
8350
8300
8250
8200
8150
8100
8050
8000
7950
7900
7850
7800
Active Students
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Month

Child Nutrition Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Child Nutrition
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Sheila Oak

What We're Working On:

- Getting all food programs off to a solid start. Averaging 2500 breakfasts and 5100 lunches being served on average per day. We are also running after-school snacks programs at 8 schools.

Staffing Report:
We have 10 jobs open. They are located at:

East–2 jobs
Denfeld–2 jobs
Ordean-1 job
Lincoln-1 job
ALP/District Wide Manager- 1 job
Stowe-1 job
District Wide Assistant-1
Congdon Park-1

1 Recent hire- Manager at Rockridge Academy–Monika Lee

Facilities Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Facilities
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Bryan J. Brown

Current Facilities Projects

- Completing final touches at the DCES building.
- Planning roofing projects scheduled for next summer.
- Preparing Request for Proposals (RFPs) for upcoming boiler replacements at Ordean.
- Permanently re-installing the cornerstone following the Denfeld High School 100-year celebration.
- Replacing the septic tank at Lakewood Elementary.

Maintenance, Operations & Compliance

- Submitted all required stormwater management reports to the City of Duluth.
- Developing plans to address sprinkler system deficiencies across most district sites.
- Completed annual chiller shutdown inspections.
- Preparing for upcoming annual boiler maintenance and required insurance inspections district-wide.

Staffing & Workforce Development

- Actively recruiting to fill ongoing open positions and utility support roles across facility buildings.

Partnered with the Minnesota Department of Labor and Industry (coordinated by Heather Morberg) to host boiler licensure testing at the DSC in November and December, providing local testing convenience for staff.

Technology Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Technology
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

- Much of the month of September was spent addressing start-of-the-year needs here in the district and leading network staff members through a major project. Outside of this, I participated in two brief professional development activities. First, I attended the Educator's AI Summit at St. Mary's University in the Twin Cities with several curriculum leaders. I also spent a day at the School Law Seminar where AI and data privacy were among the topics discussed. Advice related to AI policy adoption was shared and will be further reviewed by our district this year. The district's Technology Task Force also had its first meeting. The group discussed its proposed work for the year ahead and heard a variety of valuable input from the members in attendance.

What We're Working On:

- Staff completed replacing a major piece of network equipment this month. This was a budget-driven project that will result in lower ongoing licensing and support renewal costs for the district in future years. This project was completed by our network team members within the technology department in collaboration with an outside consultant.
- The district's first iPads have been made available in general education classrooms. The initial rollout consists of about a dozen grant-funded devices split between two art classrooms. The district has previously used iPads only for Special Services needs.
- The 50 new interactive flat panel displays installed this summer at Ordean East Middle School are working well in their first month of use. Our technology team is finalizing a decision surrounding the specific product to deploy at Lincoln Park Middle School as we move forward with replacing their Smartboards and projectors later this fall and winter. We expect to reach a decision prior to the end of October and foresee installation work at Lincoln beginning in November.

Staffing Report:

- Desktop System Specialist Jeremy Britton is resigning from his position; his last day with the district will be October 14.

Safety Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Safety
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	August Leopold

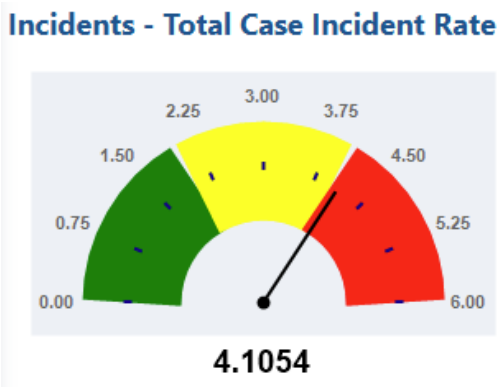
Health and Safety Topics:

- **Regulatory Requirements**
  - All faucets requiring remediation have been remediated except for one which is scheduled for Thursday, October 8th
  - Periodic (6 month) asbestos inspections are occurring for buildings that contain asbestos in accordance with AHERA
  - Well at Lakewood will be inspected later this month

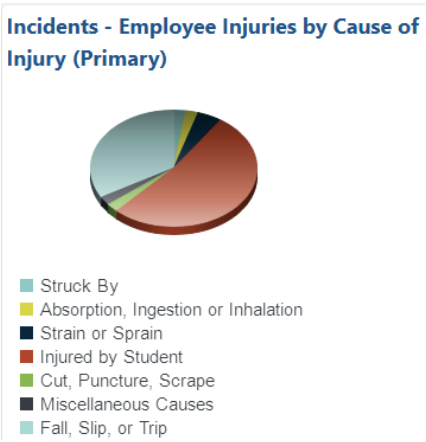
- **Trainings and Planning**
  - Fall playground inspections have been completed and corrections are under way
  - Supply requests from multiple buildings for first aid kit and e-kit refills have been completed

- **Employee Injury Update for September**
  - Our total case injury rate (TCIR) for September 2026 was 4.11. Our year to date TCIR is now 2.33. We had 16 reports of injury in September, of which three were recordable. Two of these injuries involve student violence against our staff, the other was due to a trip.

September



Year to Date



Transportation Report for October 2026 School Board Meeting
Highlighting September 2026 Activities

Department:	Transportation
HR|Business Services Committee:	10.12.2026
Regular Board Meeting:	10.20.2026
Report Prepared By:	Jeremy Kasapidis / Joe Killian

What We're Working On:

Key Operational Challenges:

- Daily Route Coverage: Managing morning and afternoon routes requires routers to split their workdays, disrupting standard workflow. Voyageur encounters similar staffing pressures, though they continue to provide support where feasible.
- Fleet Maintenance: Bus availability is continually strained by an aging vehicle fleet, ongoing parts shortages, and the requirement to pull mechanics from maintenance duties to drive active routes.

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	DSGW Architects	$200.00	Denfeld 100 Year Celebration	
Denfeld	ICS Consulting, LLC	$500.00	Denfeld 100 Year Celebration	
Denfeld	CMTA, Inc.	$500.00	Denfeld 100 Year Celebration	
Denfeld	Quality Collision	$500.00	Denfeld 100 Year Celebration	
Denfeld	Northland Consulting Engineers, LLP	$250.00	Denfeld 100 Year Celebration	
Denfeld	William Rhodes and Virginia Temple-Rhodes	$104.00	Denfeld Volleyball	Part of volleyball team fundraiser
Denfeld	Growth Strategies, Sascha Mansson	$500.00	Denfeld Volleyball	
Denfeld	A1 Landscaping LLC	$200.00	Denfeld Volleyball	
Denfeld	Western National Bank	$500.00	Denfeld 100 Year Celebration	
Districtwide	NAACP Duluth Branch	$750.00	Unity In Our Community	
Districtwide	Peace United Church of Christ	$1,000.00	Unity In Our Community	

Districtwide	Superior Choice Credit Union	$500.00	Unity In Our Community	
Headstart	Amanda Fitzsimmons	In-kind		Items donated: 11 nap cots: valued at approx. $250.00 had we had to buy them
Laura MacArthur	Nancy Elmore	In-kind		Previous Laura Mac School secretary for 25 years - building/classroom supplies (misc.)
Laura MacArthur	Centricity Credit Union	In-kind & $300.00	Building/Classroom supplies	they did a school supply drive and chose our school to receive the fund and supplies to donate
Laura MacArthur	Donald Harstad	In-kind	Misc. classroom supplies	previous Laura Mac Family
Laura MacArthur	Salem Lutheran Church	In-kind	Snacks for classroom	Salem Lutheran Church had a snack drive and brought s a very generous donation of snacks for our building - they partnered with Erika Drengler our amazing Phy Ed teacher. This is something our building is always in need of and greatly appreciate.
Myers-Wilkins	Myers-Wilkins Elementary PTO	$11,340	PlayWorks Youth Leadership Program	
Myers-Wilkins	Office Depot	$1,566.76 gift card to Office Depot	Office Depot	Sorry it is late; it came in over the summer and got missed in the chaos of the start of the year.
Ordean-East	Lutheran Church of Good Shepherd	In-kind	Bin of snacks	once snack bin is empty the church replenishes it another time throughout the school year.
Stowe	Donors Choose	In-kind	Kim Eaton - Donors Choose	Classroom supplies
Stowe	Kids In Need Foundation	In-kind	For teacher use	Supply a teacher kit

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Arrowhead Library System	Anna Rose	Lester Park Media Center	$250.00	Library Signage

HUMAN RESOURCES ACTION ITEMS FOR: October 12th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
AQUINO SANTANA, JORGE Y	LTS SOCIAL STUDIES/EAST, (BA) III, 1, 1.0, MCDONALD R.	09/02/2026
ECKHOFF, JACY I	24 HOUR POST LTS ART TEACHER/ROCKRIDGE,(BA) III, 2, 1.0, SCHROEDER O.	09/14/2026
FITZGERALD, DIANE L	LTS GUIDANCE COUNSELOR/DENFELD, (MA) IV, 9, 1.0, HAMM-DIGATONO L.	09/10/2026
LOMMEL, ADRIENNE M	SPED SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 1.0, HOLECEK T.	09/14/2026
MATTISON, ANDREA E	24 HOUR POST PRESCHOOL/HEADSTART TEACHER/ DISTRICT WIDE, (MA) IV, 9, 1.0, MCNEIL D.	09/28/2026
RICHARDSON, TRISTAN N	SPED EBD RESOURCE TEACHER/DENFELD, (BA) III, 1, 1.0,	09/14/2026
SOLOMON, JESSICA L	SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 1.0, WOHLWEND A.	10/07/2026
WILD, CHRISTINA R	SPED SETTING IV STEPS TEACHER/ROCKRIDGE, (PHD) V, 9, 1.0	09/09/2026

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
VAN LOON, GRACE G	SPED ELEMENTARY RESOURCE - CONGDON PARK ES	10/2/2026
WELHOUSE, CASSIDY R	SPED SECONDARY RESOURCE - DENFELD HS	9/9/2026
WOHLWEND, ALEXANDRA A	SPED SCHOOL NURSE - EAST HS	10/14/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
ANTONICH, BRENDA L	GRADE 1 - HOMECROFT ES	06/11/2027

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ANDERSON, CASSANDRA D	HEALTH ASSISTANT/LPN PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, $27.78/HR, TAPPER L.	9/24/2026
ANDERSON, JEANNE E	OFFICE SUPPORT SPECIALIST INTERMEDIATE/DSC, 40/52WKS, $20.25/HR, ROY A.	09/14/2026
BOYER, LINDA M	NUTRITIONAL SERVICE ASST/DENFELD, 30/38WKS $16.31/HR, CONLEY T.	09/03/2026
BUTLER, RYAN L	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, $19.62/TREMBLE, J	09/28/2026
DANILUK, MICHAEL A	CUSTODIAN/ORDEAN EAST, 40/52WKS, $18.59/HR, CHRAPKOWSKI S.	09/14/2026
EVERETT, GINA M	BUS DRIVER II/TRANSPORTATION, 40/38WKS, $24.49/HR	09/04/2026
FORTIN, JACQUELYN R	SPE SETTING III PROGRAM PARA/LAURA MACARTHUR. 31.25/38WKS, $21.90/HR, GANZ V.	09/17/2026
GEARY, SAVANNAH W	HOURLY DISHWASHER/LAURA MACARTHUR, UP TO 12HRS/38WKS, $14.00/HR	09/14/2026
HOLSTROM, ERICA T	SPED STUDENT SPECIFIC SETTING III PARA/LESTER PARK, 31.25/38WKS, $21.90/HR,	09/29/2026
KAETER, CYNTHIA L	HOURLY MONITOR/LAKEWOOD, UP TO 23HRS/38WKS, $15.00/HR	09/28/2026
KASZA, ALIZ	HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, $15.00/HR	09/30/2026
KEARLEY, VALERIE G	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, $22.12/HR, BONDESON M.	09/28/2026
KIER-FICKEN, KARISSA A	CULTURAL IMMERSION PARA/LOWELL, 40/52WKS, $23.02/HR, KINGFISHER B.	09/28/2026
LARSON, ELIZABETH J	SPED BUILDING WIDE PARA/LAKEWOOD, 33.75/38WKS, $20.80/HR, ONNEN J.	09/09/2026
OSCAL ORREGO, EMELY D	SPED SETTING III PROGRAM PARA/LINCOLN PARK, 33.75/38WKS, $22.12/HR, FLEGEL T.	09/09/2026
SEXTON, MADISON N	SPED SETTING III PROGRAM PARA/LAURA MACARTHUR, 33.75/38WKS, $21.90/HR, FULLER H.	09/16/2026
SILVER, LISA M	NUTRITIONAL SERVICE ASST/EAST, 30/38WKS, $16.31/HR	09/24/2026

NON-CERT RESIGNATIONS	POSITION	EFFECTIVE DATES
BOLTS, WINN D	SCHOOL CUSTODIAN 1 - EAST HS	09/23/2026
GEHRING, JOSEPH G	HRLY CHILD NUTRITION HELPER - LAURA MAC	08/26/2026
LARSON, ELIZABETH J	SPED BW PARA - LAKEWOOD ES	09/29/2026
PETERSON, BETH A	CAFETERIA HELPER 1 - DENFELD HS	06/05/2026
SCHROEDER, ERIC J	SECOND SHIFT ENGINEER 1 - MYERS-WILKINS ES	09/18/2026
SILJENDAHL, CHRISTOPHER J	HEAD BASEBALL COACH - EAST HS	09/23/2026
THORNE, TRACY	CAFETERIA HELPER 1 - CONGDON PARK ES	09/29/2026

NON-CERT PRESUMED RESIGNED	POSITION	EFFECTIVE DATES
MIELKE, KRYSTA E	HRLY CAFETERIA HELPER - LAURA MAC	2/1/2025

NON-CERT TERMINATION	POSITION	EFFECTIVE DATES
BRUN, JULIE M	ENGINEER 2 - CONGDON PARK ES	9/23/2026
BLACK, MELANIE	REALEASED ON PROBATION- OSS-S LINCOLN PARK MS	9/30/2026

DISPLACEMENTS	POSITION	EFFECTIVE DATES
THOMAS, EMERSEN R	SPED CHILD SPEC SETTING III/IV - DCES	9/28/2026

Duluth
Public Schools

HR/Business Services Committee Monthly Fund Balance Report
October 12, 2026 Committee Meeting

BUDGET SUMMARY

10/09/26

REVENUES	26-27 CURRENT YEAR ADOPTED BUDGET		26-27 CURRENT YEAR REVISED BUDG	26-27 RECEIVED TO YEAR TO DATE	26-27 RECEIVED ENCUMBERED	26-27 BUDGET BALANCE	Percent spent
	FUND	Jul-26	JULY 25-26	July -June	July -June	July -June	
General	1	$ 144,077,034.04	$ 144,077,634.04	$ 20,590,651.06	$ 65,898.16	$ 123,421,084.82	14%
Food Service	2	$ 6,283,279.34	$ 6,283,279.34	$ 44,470.34	$ -	$ 6,238,809.00	1%
Transportation	3	$ 3,892,699.02	$ 3,892,699.02	$ 1,199,131.18	$ -	$ 2,693,567.84	31%
Community Ed	4	$ 7,968,395.16	$ 7,968,395.16	$ 1,107,635.61	$ -	$ 6,860,759.55	14%
Operating Capital	5	$ 6,368,094.59	$ 6,368,094.59	$ 378,113.46	$ -	$ 5,989,981.13	6%
Building Construction	6	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund	7	$ 28,913,419.16	$ 28,913,419.16	$ 2,031,940.77	$ -	$ 26,881,478.39	7%
Trust Fund	8	$ 305,000.00	$ 305,000.00	$ -	$ -	$ 305,000.00	0%
Dental Insurance Fund	20	$ 1,201,126.00	$ 1,201,126.00	$ 285,849.27	$ -	$ 915,276.73	24%
Student Activity	79			$ 50,565.73	$ -	$ (50,565.73)	#DIV/0!
REVENUE	**TOTALS**	**$ 199,009,047.31**	**$ 199,009,647.31**	**$ 25,688,357.42**	**$ 65,898.16**	**$ - $ 173,255,391.73**	13%

EXPENSES	26-27 CURRENT YEAR ADOPTED BUDGET		26-27 CURRENT YEAR REVISED BUDG	26-27 EXPENSES TO YEAR TO DATE	26-27 EXPENSES ENCUMBERED	26-27 BUDGET BALANCE	Percent spent
	FUND	Jul-26	JULY 25-26	July - June	July -June	July - June	
General	1	$ 144,183,480.90	$ 144,385,229.71	$ 26,197,243.84	$ 4,665,553.26	$ 113,522,432.61	21%
Food Service	2	$ 6,364,884.00	$ 6,364,884.00	$ 456,064.83	$ 3,258,591.33	$ 2,650,227.84	58%
Transportation	3	$ 8,001,308.74	$ 8,001,308.74	$ 1,044,966.87	$ 561,997.70	$ 6,394,344.17	20%
Community Ed	4	$ 7,855,857.50	$ 8,006,966.50	$ 1,353,266.72	$ 48,679.09	$ 6,605,020.69	18%
Operating Captial	5	$ 5,995,679.92	$ 5,995,679.92	$ 3,067,110.44	$ 1,632,699.39	$ 1,295,870.09	78%
Building Construction	6	$ -	$ -	$ 4,439,638.32	$ 5,455,146.57	$ (9,894,784.89)	
Debt Service Fund	7	$ 28,453,464.48	$ 28,453,464.48	$ 1,199,582.42	$ -	$ 27,253,882.06	4%
Trust Fund	8	$ 285,842.00	$ 285,842.00	$ -	$ -	$ 285,842.00	0%
Dental Insurance Fund	20	$ 1,309,828.00	$ 1,309,828.00	$ 399,749.10	$ -	$ 910,078.90	31%
Student Activity	79		$ 447,726.76	$ 93,871.95	$ 26,197.60	$ 327,657.21	27%
EXPENSE	**TOTALS**	**$ 202,450,345.54**	**$ 203,250,930.11**	**$ 38,251,494.49**	**$ 15,648,864.94**	**$ - $ 149,350,570.68**	27%

September 2026 - Checks/ACHs Issued

	Starting #	Ending #	Amount
Checks	733243	733689	$ 3,327,092.45
EFTS (EOM)	4842	4870	$ 18,529,075.61
ACHs (PR & Emp Reimb)	238316	240877	$ 4,423,066.00

Extra Curricul	Fund 01 Prog 298
Revenue	$ 67,049.26
Expense	$ 54,053.32

Fundraisers Reported
September 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
East	Duluth East Girls Soccer	$900.00	Kwik Trip Car Wash Cards
East	Duluth East Dance team	$500.00	Butterbraids
East	Duluth East Dance Team	$400.00	25% of sales
East	Duluth East Dance Team	$3,000.00	Volunteering at event to receive percentage of sales
East	Duluth Dance Team	$500.00	Volunteering at event to receive donation.
East	Alpine: Boys and Girls	$8,000.00	Online Crowdfunding
East - Duluth East Bands	Duluth East Bands	$1,500.00	Betty's Pies
East	East Orchestra	$2,500.00	Wreath Sale
Lakewood	The 5th Grade Class	$3,980.00	Kwik Trip Carwash Cards
ECFE Program Districtwide	ECFE program district wide	$1,500.00	Barnes & Noble Book Fair
Stowe	Continuous Wolf Ridge fund - 5th grade lead, school wide purchases	$600.00	Beef sticks from Wrazidlo's Old World Meats

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **RFP 351 OEM BOILER REPLACEMENT**

Date: September 21, 2026

The RFP is for three (3) replacement boilers purchased for Ordean Middle School using state contracted pricing through TIPS (The Interlocal Purchasing System). Eliminating the need to go out for bid.

The RFP criteria was shared with SVL Incorporated (Schwab-Vollhaber-Lubratt Inc) who worked through Design Tree and TIPS to obtain three (3) replacement boilers.

VENDOR	TOTAL
SVL INC	**$223,200.00**

Bryan Brown, Facilities Manager and Simon Zunich, Executive Director of Business Services, accepted and awarded SVL Inc, meeting specifications. This LOM is for transparency purposes.

Program: Facilities

Fund Custodian: Bryan Brown

Kelly Durick Eder, Board Chair

2920 Centre Pointe Drive, Roseville, MN 55113 | Phone: 651-481-8000 | Fax: 651-481-8621
3454 41st Street South, Fargo, ND 58104 | Phone: 701-356-0896 | Fax: 701-356-0899
www.svl.com | projects@svl.com

To:	Duluth Public Schools	Project:	Boiler Replacement Ordean East MS	Date:	9/24/2026
Attn:	Bryan Brown	Location:	Duluth, MN	SVL Quote #:	1250230H R1
Engineer:	Design Tree Engineering	Notes:	Rev1: Added RFP and removed Boiler Valves	Bid Date:	9/21/2026
Page(s):	1			Addendums:	0

Certified Proposal Number: 23010401-MN-1250230
Proposal is in accordance with Region 8 ESC cooperative contract # 23010401
Duluth Public Schools TIPS Membership ID #: 464760
RFP #351

High Efficiency Condensing Boilers

(3) Fulton Endura XE – EXE-3000 Boiler with:

- ASME "H" Stamp, AHRI Certified, CSD-1 Compliant
- Stainless Steel Firetube Heat Exchanger, 208-240/1/60, 3000MBH Input
  - Fully Modulating Burner
  - Real-Time O2, Direct Spark Ignition System
  - Low Water Cut Off Probe with Manual Reset
  - Low and High Gas Pressure Switches
- Pure Control: Color Touchscreen Display, Integrated Lead-Lag

Gas regulators, vent limiters, supply header and outdoor air temperature sensors, condensate trap, condensate neutralizer, and optional BACnet included.

Factory startup & 1st year labor warranty included.

Clarifications:

- Pumps, pump starters, expansion tank, VFD's, disconnects, flue venting, valves, air separators, water side piping components **NOT** included.

Total net price, freight allowed..... $ 223,200.00

Sincerely,

Cliff Brown
Mady Paquet
SVL, Inc.
651-481-8000

05 E 335 865 380 530 000

Expenditure Contracts Signed
September 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
CDW	$432,000.00 *	Technology (DU)	Wi-Fi Licensing - E-Rate related purchase that the district previously agreed to. CDW is asking for this contract to be signed as the final step in the purchasing process. E-Rate will pay a portion of the annual prices
CDW	$92,019.60*	Technology (DU)	1-year renewal of licensing & support for our phone system
Duluth Area Family YMCA	$18,912.00*	TLE/ALC (DU)	Agreement with YMCA to provide physical education space to students attending ALC/AEO
Lake Superior College	TBD	TLE	CITS courses for SY 2026-27
Liang-pi Yang	$700.00*	TLE/OEE (DR)	Guest facilitator for Chinese New Year presentations to students at Laura MacArthur
Nate Smith	$500.00*	TLE/OEE (DR)	Guest facilitator for Native American Heritage Month and other cultural presentations for K-5 students
Lavenda Vann	$1,300.00*	TLE/OEE (DR)	Co-group leaders and advisor for Diamond and Pearls afterschool mentoring program
Christopher Davila	$500.00*	TLE/OEE (DR)	Guest facilitator for Hispanic Month for K-5 and other cultural presentations

Men as Peacemakers	$8,000.00*	TLE/MTSS (DR)	MAP's BEST (Be Equal Safe and Trustworthy) program presentations for SY 2026-27
First Witness Child Advocacy Center	$5,000.00*	TLE/MTSS (DR)	Child Sexual Abuse Prevention information to both teachers/staff, parents, children of DPS and ECFE sites upon request
Sped Forms, LLC	$35,214.30*	Special Services (DU)	SpEd Forms provides a customizable IEP software solution that helps educators save time, ensure compliance, reduce documentation, and efficiently manage special education plans
Lake Superior YMCA	Rates listed in contract	Special Services (DU)	Provide physical education services for special education students upon request
Mary Ann Marchel	$6,000.00*	Early Childhood (DR)	Provide group facilitation services for DPS ECFE program (Reflective Practice Teaching)
Playworks	$11,840.00*	Myers-Wilkins ES (DR)	PTA funding will cover the cost of this - Playworks helps kids to stay active and build valuable skills through the power of play by partnering with schools and community-based organizations.
Calland Metts	$3,000.00*	Denfeld HS (DU)	Denfeld Drama - Scenic Design Instructor
Thomas Thatcher	$400.0*	Denfeld HS (DU)	Denfeld Drama - Theater Tech

Customer Order Form
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: INDEPENDENT SCHOOL DISTRICT 709		
Quote ID: 4791493041		
Subscription Term Start Date: Align with Cisco Start Date	**Current Date: 9/18/2026**	**Quote Expiration Date: 10/17/2026**
Initial Subscription Term: See term length below*	**Subscription Payment: Annual**	**Auto Renew: No**

Cisco Enterprise Agreement Portfolio Summary

PORTFOLIO	PRODUCT	EXTENDED PRICE	PER PORTFOLIO
Networking Infrastructure	Cisco DNA Wireless	$432,000.00	$432,000.00
		Total	**$432,000.00**

Service Fee Summary

Period	Total Service Fees
Year 1	$86,400.00
Year 2	$86,400.00
Year 3	$86,400.00
Year 4	$86,400.00

Year 5	$86,400.00
Total Service Fee	**$432,000.00**

Cisco Enterprise Agreement Item Details

EA Suite	Product ID	Meter	Initial Purchase Qty	Commit Level	*NTE Eligible	Growth Included	Initial Purchase Net Unit Price	Initial Purchase Annual Unit Fee	Subscription Term Total Service Fee	Term Length (months)
Cisco EA 3.0 Portfolio: Networking Infrastructure										
Cisco DNA Wireless	E3N-AIRWLN-ED-A	License	1200	Full	Yes	No	$6.00	$72.00	$432,000.00	60

Not To Exceed (NTE) Pricing Schedule

Part Number	Meter	Per Metered Unit Per Month Cost	12 Months	24 Months	36 Months	48 Months	60 Months
E3N-AIRWLN-ED-A	License	$6.00	$72.00	$144.00	$216.00	$288.00	$360.00

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. **PAYMENT** - Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

3. **SERVICE SUSPENSION** - In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

4. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html, which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf, and the Buying Programs and Offer Descriptions at the following URL: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~buying-programs-supplemental-terms-and-offer-descriptions, and (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: Simone Zurich

Name: Simone Zurich

Title: Exec. Dir. Finance & Business Services

Date: 9/22/26

Customer Order Form
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: INDEPENDENT SCHOOL DISTRICT 709		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 12 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
EntW On-Premises Calling	1200	$76.28	Per Each	$91,540.80	$91,540.80
Unified Attendant Console Standard	3	$159.60	Per User	$478.80	$478.80
Total Service Fees		**$235.88**		**$92,019.60**	**$92,019.60**

INCLUDED ITEMS

Collaboration Flex Plan 3.0	1	
Expressway Version 15 Restricted Software	1	Per Each
Access Smart License (1)	240	Per User
File Storage Entitlement	28800	Per User
Unity Connection Smart License (1)	1440	Per User
Cloud Device Registration Entitlement	1440	Per User
On-Premises Smart License - EA (1)	1440	Per User
Pro Pack for Cisco Control Hub Entitlement	1440	Per User
Expressway Rich Media Session included with Flex (1)	240	Per Units
On-Premises SW Bundle v15	1	Per User
Common Area Smart License (1)	600	Per User
Messaging Entitlement	1440	Per User
Session Manager	1	Per User
Cisco Support Basic	1200	Per Each

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
SRST Endpoints (1)	2400		Per User		
Emergency Responder Smart License (1)	3600		Per User		

Initial Subscription Term Total : $92,019.60

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. **TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. The seller will collect applicable sales tax for the Webex service. If the Customer selects a Cisco Calling Plan service, the Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.

3. **PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

4. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and the Offer Descriptions at the following URL: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#-offer-descriptions-product (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: Simone Zunich

Name: Simone Zunich

Title: Exec. Dir. Business Services

Date: 9/28/26

Version Date: 9/1/2026

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

DULUTH AREA FAMILY YMCA
and Duluth ISD709
Service Agreement 2026-2027

This agreement between the Duluth Area Family YMCA (YMCA) and ALC - ISD 709, effective September 8, 2026 is intended to provide services to AEO/ALC students. Under this agreement, the Duluth YMCA agrees to provide:

- Youth memberships for 120 ALC students for the school year, beginning September 8, 2026, and ending August 31, 2027.
- Designated space for a physical education course 4 days per week: Mondays - Thursdays **2:10pm-4:15pm** beginning September 14, 2026. ALC will have access to: ½ gym and the 3rd floor studio with limited use in the Wellness Center.
- League/Intramural can be discussed throughout the school year at cost of $37.00 per hour per ½ gym space. This will be billed separately for "Club" purposes.
- Provide tools necessary for pre/post fitness evaluations for all students enrolled in a PE course.
- Additional instruction for PE students on Wellness Center equipment/activities can be provided at $38.00 per hour with a certified personal trainer.
- Use of the Youth Center Room for fitness purposes can be discussed throughout the school year at a cost of $16.00 per hour. This will be billed separately for "Club" purposes.
- The Climbing Wall can be scheduled at a rate of $40 per hour. Additionally, space in the Main Lap Pool can be scheduled outside of gym class time at a rate of $75 per hour. This will be billed separately for "Club" purposes.
- The Y welcomes the opportunity to provide additional resources for HCIS. Should additional programming be required, staffing fees will be at a rate of $25.00 to $45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting up a formal arrangement.

ALC – ISD709 agrees the following:

- All staff and students will be easily identified while in the Duluth YMCA for gym class.

For these services, ISD 709 agrees to pay $1,560.00 per month, September 8,2026 - December 31,2026, and $1,584 per month, January 1,2027 - August 31, 2027. A separate summer rate – June 7, 2027 – August 31,2027 may be negotiated.

The Y welcomes the opportunity to provide additional resources for ALC - ISD 709. Should additional programming be required, staffing fees will be at a rate of $25.00 to $45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting up a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date: 9/8/2026

Signature ISD 709 Representative

eric.stang@isd709.org

Date: 9/8/26

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

2026-2027

This contract is by and between ***Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811*** (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf **of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:
Lake Superior College (LSC) CITS Staff shall:
    - Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
    - Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
    - Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: https://www.minnstate.edu/system/asa/academicaffairs/cfc/
    - Communicate student eligibility requirements to the school district.
    - Process CITS registrations and send class lists to high school as soon as the registrations are complete.
    - Adjust records for student in accordance with add/drop and withdrawal policies.
    - Maintain registration, waiver, and grade records for all completed CITS classes.
    - Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcripted.
    - Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

    Lake Superior College Instructor Mentors shall:
    - Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
    - Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at https://www.lsc.edu/become-a-student/college-in-the-schools/handbooks/
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars ($3,000.00) per course per teacher per term. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 30, 2026 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details). ***There is no cost to the student.***

b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2026 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2026*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2027*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

   a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name:	Jennifer Larva
Title:	Director of Teaching, Learning and Equity - Secondary
Address:	215 N 1st Avenue East; Duluth MN 55802
Telephone:	218-336-8700 x 1007
E-Mail:	jennifer.larva@isd709.org

   b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name:	Stephanie Wainionpaa
Title:	College in the Schools Director
Address:	2101 Trinity Road, Duluth MN 55811
Telephone:	218-733-5916
E-Mail:	stephanie.wainionpaa@lsc.edu

   Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract 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. During an event of force majeure the parties' duty to perform obligations shall be suspended.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) Lisa Schlotterhausen Lisa Schlotterhausen (Aug 31, 2026 10:35:20 CDT)
Title Interim VP for Academic & Student Affairs
Date 08/31/2026

2. DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature) Simone Zunich Simone Zunich (Sep 21, 2026 11:04:51 CDT)
Title Exec. Dir. Finance & Business Services
Date 09/21/2026

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement) Nickoel Anderson Nickoel Anderson (Sep 22, 2026 12:56:42 CDT)
Title VP of Finance and Administration
Date 09/22/2026

Attachment A - 2026-2027 LSC CITS COURSES **Cost: $42,000.00**

The following 14 courses will be covered under this Concurrent Enrollment agreement:

AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
Denfeld	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
Denfeld	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
Denfeld	BIOL 1005	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140	Human Anatomy & Physiology I	4	Andrew Nissen	AY
Denfeld	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring
East	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
East	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
East	ART 1138	Ceramics I	3	James Carlson	Spring
East	BIOL 1005	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140	Human Anatomy & Physiology I	4	James Kyes	AY
East	Math 1150	Pre-Calculus	4	Rachel Breckenridge	AY
East	Math 1150	Pre-Calculus	4	Christy Fisher	AY
East	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Darcy Motschenbacher
District Contact Email	darcy.motschenbacher@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glockle
AEO Principal Email	Nathan.glockle@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Kelly Flohaug

East Principal Email	kelly.flohaug@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September , 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Liang-pi Yang 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th , 2026, and shall remain in effect until June 1st, 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.** Liang-pi Yang. Guest-Facilitator for Chinese New Year The contractor will facilitate presentations to students at Laura MacArthur elementary school; in addition ,will provide arts and craft activities for students, families and staff. Overall teaching the history and importance of Chinese culture.

3. **Background Check .** N/A

The 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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed $700. 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 care of the Office of Education Equity, ISD 709, 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: Liang-pi Yang , 2107 Ponderosa. Duluth Mn 55811

11. **Assignment.** The 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) The 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.

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 Identification Number	Date
Program Director		9/24/26 Date
Director of Business Service / Superintendent of Schools		9/28/26 Date

01 E 005 605 313 305 312

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Nate Smith, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th, 2026, and shall remain in effect until December 1st, 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.** Guest-Facilitator for Native American Heritage Month for K-5 and other cultural presentations. The contractor will provide facilitated lessons on History and activities and read out loud to students; In addition provide cultural activities for school staff.

3. **Background Check .** N/A

The 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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed (Five-hundred and 0/100 dollars). 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. 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: Nate Smith, 4404 Sawmill Road, Duluth, MN 55805.

11. **Assignment.** The 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) The 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.

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 Identification Number	Date
Initiator - (Contact with questions)		Date
Anthony Bucci Program Director		9/24/26 Date
Director of Curriculum and Instruction		Date
Simone Zuniga Director of Business Service / Superintendent of Schools		9/28/26 Date

01E 005 605 313 305 312

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 Identification Number	9/29/24 Date
Initiator - (Contact with questions)		Date
Program Director		10/6/24 Date
Director of Curriculum and Instruction		Date
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Lavenda Vann, 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 November 10th 2025 and shall remain in effect until March 3rd 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity,Self awareness skills, Volunteerism, building life skills, peer support. Lavenda will meet every Tuesday and Wednesday after school at sites Laura MacArhur and Piedmont elementary schools using pathways 2 success curriculum.*

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.

The 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 $ 1300 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: Office Education Equity , 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)

218 West Faribault street duluth , Mn 55803

11. **Assignment.** The 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. 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.

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
[signature]		10/E/25

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	313	305	312

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Davila, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th, 2026, and shall remain in effect until May 7th, 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.** Guest-Facilitator for Hispanic Month for K-5 and other cultural presentations. The contractor will provide facilitated lessons on History and activities and read out loud to students; In addition provide cultural activities for school staff.

3. **Background Check .** N/A

The 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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $30 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed (Five-hundred and 0/100 dollars). 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. 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: Christopher Davila, 1426 E 10th St, Duluth, MN 55805.

11. **Assignment.** The 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) The 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.

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 Identification Number	Date
Initiator - (Contact with questions)		Date
Anthony Bart Program Director		9/24/26 Date
Director of Curriculum and Instruction		Date
Erinne Zuniga Director of Business Service / Superintendent of Schools		9/28/26 Date

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v MEMORANDUM OF UNDERSTANDING

Between the MAP Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between Men as Peacemakers (MAP) and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between Men as Peacemakers and ISD 709, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD 709 desires to increase the capacity of their prevention and conflict resolution services onsite at its schools;

WHEREAS, MAP desires to locate in ISD 709 to provide conflict resolution and prevention services for students.

THEREFORE, MAP and ISD 709 agree that it is in the best interest of Children and their families attending school in ISD 709 to enter into an understanding;

This MOU is to enable and structure the collaboration between MAP and ISD 709 in its implementation of creating educational successes for children by providing quality, culturally appropriate prevention services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of MAP and ISD #709

It is understood that MAP and ISD 709 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 MAP

1. Communication and Coordination with ISD 709: MAP 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 MAP and ISD 709 quarterly. MAP staff may 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. MAP will ensure that programming does not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission. MAP will ensure that services do not interfere with students receiving federally mandated IEP services from Special Education staff.

2. Service Delivery: MAP will develop and execute onsite programming at Lincoln Park Middle School, Denfeld High School, and other school sites that are identified and agreed upon, as follows:
    a. **Prevention Programming:** MAP's BEST (Be Equal Safe and Trustworthy) for Youth program is an innovative, interactive gender-based violence prevention program that engages youth (grades 6-12) as change agents in their schools and communities, using their gifts, strengths, and influence to shape their physical and social environments. BEST integrates community wisdom with evidence-based primary prevention strategies and best practices in restorative justice. BEST aims to:
        - Increase student connectedness to their communities (a CDC-identified primary protective factor against all forms of harm and violence)
        - Equip students with practical skills to co-create thriving communities through relationships/mentoring, dialogue, and strengths-based interactive activities.

    b. **Restorative Conflict Resolution Support:** In addition to prevention programming and services offered at all sites, MAP agrees to pilot the first phase of a holistic violence prevention and restorative conflict resolution approach, as outlined in the *Building Safe and Connected Schools* proposal. This pilot will be implemented at Denfeld High School, with the potential to expand to additional school sites based on the pilot's outcomes and available resources.

        This begins with a Community Mapping + Strengths and Conditions Assessment to inform planning and identify strategies that align with community needs. This agreement reflects a commitment to pilot the first phase of the proposed approach. In addition to the funding provided by the District, MAP will utilize existing grant resources and actively pursue supplemental funding to support ongoing implementation and sustainability.

3. Additional Programming: School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations or training with the MAP staff, and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. Parent Permission: MAP agrees to obtain parental permission for those students who wish to participate. ISD 709 agrees to provide a room/space as needed, facilitate relationship-building between MAP and relevant school contacts, and will engage in regular check-ins with MAP to ensure that programming is meeting student need.

5. Student Rights and Expectations: Students served by MAP programming in the Duluth Public Schools are clients of MAP and are subject to the same rights and responsibilities as clients served onsite at any MAP facility.

6. Staffing and Liability: MAP will employ and be responsible for its employees placed at ISD 709 Schools. MAP will maintain appropriate professional liability insurance.

7. Data Collection, Records, and Confidential Information: MAP will maintain attendance records for students served by MAP programming. MAP may collect and maintain deidentified student demographic information for the purposes of grant reporting. MAP will share student information with school staff when needed to best meet the needs of the student, and only after obtaining a signed written release by the student/responsible parent.

Role of ISD 709

1. Meet with MAP administrative staff to plan a system of programming delivery.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with MAP staff to develop a system to link and connect students that may be in need of conflict resolution services. The team will meet quarterly, or as requested, with MAP administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide MAP with a private meeting space, if needed, for programming with access to a telephone and internet connection.

4. Upon parental permission and MAP's request, MAP will be provided student schedules in order to meet with students for programming.

5. Obtain parental permission before referring students to MAP for services.

Independent Contractor

Both ISD 709 and MAP agree that they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

Accordingly, MAP shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of MAP's activities in accordance with this MOU, 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.

III. REIMBURSEMENT

There is no cost to the student for the services. ISD 709 will contribute a total of $8,000 for MAP's services. Payment will be made for the 2026-2027 school year.

IV. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-2-26 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Confidentiality. MAP 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 MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. 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.

Ownership of Materials. MAP owns all rights to programming and materials, but grants permission to ISD 709 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 MAP has provided, prepared, or utilized in performance of the terms of this MOU.

Background Check. *(applies to contractors working independent with students)*

MAP must provide an executed criminal history. MAP is precluded from performance of contract until the results of the criminal background check(s). If the MAP has already completed background checks for their business needs, MAP stipulates that the background checks are completed, current, and on file.

MAP also stipulates that any employees with disqualifying gross misdemeanor or felony will not work independently with ISD 709 students.

Indemnity and defense of the ISD 709. MAP hereby agrees to defend, indemnify and hold the ISD 709 harmless from all claims relating to its work pursuant to this MOU.

In the event that MAP breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by MAP to ISD 709 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 ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to MAP. All notices to be given by MAP to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Todd McGowan, 709 Portia Johnson Dr, Duluth, MN 55811

All notices to be given by ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Men as Peacemakers, Attn: Sean Elmquist, 123 W Superior St, Duluth, MN 55802.

Assignment. MAP shall not in any way assign or transfer any of its rights, interests or obligations under this MOU in any way whatsoever without the prior written approval of the ISD 709.

Modification or Amendment. No amendment, change or modification of this MOU shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This MOU, 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 MOU 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. MAP 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 MOU.

Conflict of Interest and Fiduciary Duty. All contractors doing business with ISD 709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709's website.

Cancellation. Either party shall have the right to terminate this MOU, without cause, upon (30) days written notice to the other party as provided for in this MOU.

_____ **Date:** _____

Sean Elmquist, Executive Director, Men as Peacemakers

Simone Zunich **Date:** 9/14/26

Simone Zunich, Executive Director of Business Services, ISD #709

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:

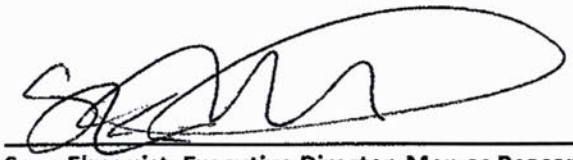
XXX Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	740	499	303	000
xx	x	xxx	xxx	xxx	xxx	xxx

__x_____Check if the contract will be paid using Student Activity Funds (Project AWARE)

_____Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cancellation. Either party shall have the right to terminate this MOU, without cause, upon (30) days written notice to the other party as provided for in this MOU.



Date: 9/10/26

Sean Elmquist, Executive Director, Men as Peacemakers



Date: 9/14/26

Simone Zunich, Executive Director of Business Services, ISD #709

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:

XXX 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	740	499	303	000
xx	x	xxx	xxx	xxx	xxx	xxx

__x_____Check if the contract will be paid using Student Activity Funds (Project AWARE)

_____Check if the contract is a no-cost contract such as a Memorandum of Understanding

Agreement

THIS AGREEMENT, made and entered into this 1st day of September 2026, by and between By Independent School District #709, a public corporation, hereinafter called District, and First Witness Child Advocacy Center, 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 as of September 1, 2026 and shall remain in effect until July 30th, 2028, 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.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary and ECFE sites upon request.

3. **Background Check.** Not applicable

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

$5,000.00 (five thousand dollars and no cents) in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 parent/caregiver training meeting, 1 staff training meeting per site, and 1 social worker training district wide.

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: Todd McGowan, 709 Portia Johnson Dr, 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 First Witness, 1402 E 2nd St, Duluth, MN 55805

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.

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.

[signature] 41-1737291 9/3/26

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:

XXX 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	740	499	303	000
xx	x	xxx	xxx	xxx	xxx	xxx

____x___Check if the contract will be paid using Student Activity Funds (Project AWARE)

_____Check if the contract is a no-cost contract such as a Memorandum of Understanding

Simone Zunich

Executive Director of Finance & Business Services

9/14/26

Date

SPED FORMS, LLC
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License Agreement ("Agreement") is entered into between SpEd Forms LLC, a South Dakota limited liability company ("Licensor") and Duluth Schools ("Customer") on October 03, 2026 (the "Effective Date").

1. Definitions

a. ***Applicable Law.*** The term "Applicable Law" shall mean all applicable codes, laws, legislation, license, orders (including court orders), ordinances, rules, regulations, or other requirements imposed by a government authority. "Data Protection Law" means all Applicable Laws applicable to the Processing of Customer Data.

b. ***AI Features.*** The term "AI Features" shall mean any artificial intelligence-enabled functionality, tools, or services made available by Licensor as part of the Software, including functionality that generates, summarizes, suggests, transforms, or analyzes content.

c. ***AI Input.*** The term "AI Input" or "Input" shall mean any data, content, prompts, instructions, materials, or other information provided, submitted, or made available by or on behalf of Customer or its Authorized Users for use by or with the AI Features, including any portion of Customer Data included therein.

d. ***AI Output.*** The term "AI Output" or "Output" shall mean content, responses, results, or other material generated by or through the AI Features based on the AI Input.

e. ***Authorized User.*** The term "Authorized User" shall mean Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement, provided however, that Licensor reserves the right, acting reasonably, to object to and withhold approval of any specific consultant, contractor, or agent from acting as an Authorized User.

f. ***Confidential Information.*** "Confidential Information" shall mean information in any form or medium (whether oral, written, electronic, or other) that the disclosing party considers confidential or proprietary, including, information consisting of or relating to the disclosing party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the disclosing party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential." Confidential Information does not include information that: (i) is or becomes a matter of public knowledge through no breach of this Agreement; (ii) is lawfully available or received from a third party without confidentiality obligation; (iii) is authorized to be disclosed by a third party with the right to do so; or (iv) is independently developed by the receiving party without the use of, or access to, the disclosing party's Confidential Information.

g. ***Customer Data.*** The term "Customer Data" shall mean "personal data," "personal information," or equivalents as defined in applicable Data Protection Laws shared between Licensor and Customer in connection with this Agreement. In the absence of applicable Data Protection Laws, "Customer Data" shall mean any information relating, directly or indirectly, to an identified or identifiable natural person exchanged under this Agreement. Customer Data includes AI Input to the extent it contains or is derived from Customer Data but excludes AI Output except to the extent the Output includes Customer Data.

h. ***Software.*** The term "Software" shall mean the computer programs, code, databases, forms, and documentation related thereto on the Licensor's Website or as provided by the Licensor to the Customer. References to the Software includes any AI Features that Licensor makes available to Customer.

2. License and Services

a. ***Grant of License.*** Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use the following Software on Licensor's Website ***(check each applicable Software option)***:

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☑ SpEd Forms® ☑ MA Forms® ☐ 504 Forms® ☐ Health Forms
☐ MTSS Forms ☐ MA Services (See Exhibit B for provided services). ☐ AI Features
☐ Data Exchange Services (See Exhibit C for provided services)

In addition to the License, the Licensor provides standard training, customer reporting and data retrieval services in conjunction with the License. Any AI Features available as part of the Software may rely on third-party AI technologies.

b. ***Restrictions on Use.*** Customer agrees to use the Software only for Customer's own business. Customer shall not: (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software; (ii) copy, modify, or create derivative works or improvements of the Software; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software to any third parties; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (v) bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of their own access credentials; (vi) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are unlawful or injurious;(vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software, in whole or in part; (viii) access or use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any Applicable Law; (ix) access or use the Software for purposes of competitive analysis of the Software, the development, provision, or use of a competing software service or product or any other purpose that is the Licensor's determent or commercial disadvantage; or (x) otherwise access or use the Software beyond the scope of authorization granted in this Agreement. Customer shall not use AI Features to create content that violates Applicable Law or third-party rights, or to attempt to extract underlying models, training data, or system weights.

c. ***Modifications.*** Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software in its sole discretion. Customer acknowledges and agrees that its obligations under this Agreement are not contingent upon the delivery of any future functionality or features. Customer acknowledges that AI Features may evolve and that Output for the same Input may vary.

d. ***Material Terms and Conditions.*** Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement.

e. ***AI Features; Inputs and Outputs; Use of Data.*** (i) Ownership. As between the parties, Customer retains all right, title, and interest in and to Customer Data and AI Input provided by or on behalf of Customer. Customer is responsible for securing all rights necessary to provide AI Input. Subject to third-party rights in any underlying models and to any Customer Data contained in the Output, Licensor assigns to Customer its right, title, and interest, if any, in the AI Output generated specifically from Customer's AI Input. (ii) Data Use. Licensor may process Customer Data, AI Input and Output to provide the Software and AI Features, to maintain and secure the services, and to comply with law. Licensor will not use Customer Data, AI Input or Output to train third-party AI models. (iii) AI Disclaimers. Customer acknowledges that AI Output is generated autonomously by AI systems, may be inaccurate, incomplete, or inappropriate, and is not guaranteed to be correct or fit for any purpose. Customer is solely responsible for reviewing, verifying, and validating any AI Output and for exercising independent professional judgment in any decisions or actions taken in reliance on AI Output. Licensor does not control or guarantee the content of any AI Output and is not responsible or liable for decisions made based on AI Output.

3. Delivery, Installation, Data Conversion, Testing and Acceptance

a. ***Delivery.*** Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.

b. ***Testing.*** Customer shall have ten (10) days, commencing upon being given access to the Software on Licensor's website, to test the Software. (the "Testing Period"). Should the Software on Licensor's website not substantially comply with

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Customer's needs, Customer's sole remedy shall be to cancel this Agreement within the Testing Period and be refunded its License Fee. After the Testing Period expires, Customer will be deemed to have accepted the Software on Licensor's website and may only cancel this Agreement pursuant to Paragraph 14 below.

4. Fee

a. ***In General.*** In consideration for the license granted and services provided by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount of $35,214.30 (the "License Fee"). License and Data Exchange Services fees are billed annually in advance. MA Service fees are based on $1.28 per paid claim. Any pass-through third-party licensing or royalty costs will be recharged to Customer at Licensor's actual cost without markup and Licensor may backdate such charges to October 1, 2025.

b. ***Payment Terms.*** Payment in full shall be tendered within thirty (30) days of the execution of this Agreement. MA Services and pass-through costs will be invoiced in arrears and payable net thirty (30) days.

c. ***Taxes.*** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

d. ***Additional Services.*** If Licensor and Customer agree to additional services not otherwise specified in this Agreement (including but not limited to technical operational support and other consulting services), Customer may be required to pay additional fees for such services at Licensor's standard fees and hourly rate or as otherwise provided by a separate agreement between the Customer and Licensor. Customer shall also reimburse Licensor for reasonable, out-of-pocket expenses incurred in performing services under this Agreement at Licensor's actual cost without markup.

5. Customer Data

a. ***Customer Data.*** As between Licensor and Customer, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to rights and permissions granted in Section 5 (b).

b. ***Consent to Use Customer Data.*** Customer hereby irrevocably grants to Licensor all such rights and permissions in or relating to the Customer Data as are necessary or useful to Licensor to enforce this Agreement and exercise Licensor's rights and perform its obligations hereunder. Licensor shall retain the Customer Data it has received from Customer for only so long as necessary to perform its obligations under this Agreement, or as otherwise required under Applicable Law.

c. ***Responsibility for Customer Data.*** Customer represents and warrants that Customer owns or has obtained the necessary consents and rights related to the Customer Data, and Customer has the right to provide the Licensor the rights granted herein to use such Customer Data in accordance with this Agreement. Customer shall remain solely responsible and liable for the Customer Data and the use of the Customer Data as permitted herein. Customer shall provide all Customer Data requested by Licensor or as is necessary or required by law in a timely manner to provide the services hereunder and comply with applicable law. Customer represents and warrants that it has all rights necessary to provide AI Input and to use any AI Output in accordance with Applicable Law.

d. ***Data Security.*** Each party hereto shall maintain, and update as needed, policies and procedures for a comprehensive information security program designed in compliance with applicable Data Protection Law to detect, prevent and mitigate the risk of data security breaches, including but not limited to the employment of technical, organizational and physical safeguards to protect the Customer Data.

e. ***Compliance with Data Protection Laws.*** Each party hereto shall comply with the obligations applicable to it under the Data Protection Laws with respect to its processing and service of the Customer Data including the Family Educational Rights and Privacy Act.

6. Ownership

Except for the licensed rights expressly granted in this Agreement, this Agreement is not a sale of nor is it a transfer of any intellectual or proprietary rights in the Software. Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any and all intellectual property arising therefrom or otherwise provided to Customer in connection with the provision of the licensed rights, including, but not

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limited to any corrections, bug fixes, enhancements, updates, forms, database, process or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.

7. Confidential Information

Customer agrees that the Software contains proprietary information, including trade secrets, know-how and Confidential Information that is the exclusive property of the Licensor. During the period of this Agreement is in effect and at all times after its termination, Customer and its Authorized Users shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement.

Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an Authorized User of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information provided by the other party except as necessary to carry out the terms of this Agreement. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect the Confidential Information. Each party will treat AI Input and any Customer Data contained in AI Output as Confidential Information of Customer, subject to the use rights granted in this Agreement.

8. Use and Training

Customer shall limit the use of the Software to its Authorized Users who have been appropriately trained. Training by Licensor may be provided for an additional fee. Licensor may provide guidance on AI Features, but Customer remains responsible for configuring and using AI Features in accordance with Applicable Law and for validating AI Output.

9. Warranty

LICENSOR MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN SUBSECTION 3.b ABOVE, CUSTOMER ACCEPTS THE PRODUCTS "AS IS." AI FEATURES AND ANY AI OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." LICENSOR DOES NOT WARRANT THAT ANY AI OUTPUT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR USE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND VERIFYING ANY AI OUTPUT AND FOR EXERCISING PROFESSIONAL JUDGMENT BEFORE RELYING ON OR USING AI OUTPUT.

10. Limitations Period

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

11. No Consequential Damages

Licensor shall not be liable to Customer for indirect, special, incidental, exemplary, punitive or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement. Without limiting the foregoing, Licensor will have no liability arising from or related to AI Output or Customer's reliance thereon.

12. Limitation on Recovery

Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement within 12 months prior to a Customer's initial claim, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

13. Indemnification

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Licensor shall indemnify and defend Customer from and against any claims based upon a valid claim that the Software infringes on any copyright or patent; provided Customer promptly notifies Licensor of any such claim in writing, allows Licensor to control the proceedings and Customer fully cooperates with Licensor during such proceedings. In the event a court finally determines that the Software infringes on any United States copyright or patent, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement. To the extent not prohibited by Applicable Law, Customer shall, at its expense, indemnify, defend, save and hold harmless Licensor from any claim brought or filed by a third party against Licensor arising out of or related to (i) any failure by Customer, its employees or agents to act in accordance with this Agreement, (ii) the Customer Data, including any processing of Customer Data by or on behalf of the Licensor in accordance with this Agreement, (iii) any third-party or Customer employees, agents or contractors electronic or manual signatures provided by the Customer through the Software system in any way related to this Agreement or providing consent or approval to use, assignment or transfer Customer Data, and (iv) the release of Confidential Information covered under the Health Insurance Portability and Accountability Act of 1996, as further described in the Business Associate Addendum attached hereto and incorporated as Exhibit A (if applicable). Customer shall further indemnify and hold harmless Licensor from third-party claims arising from Customer's AI Input or use of AI Output, except to the extent caused by the Software as provided by Licensor infringing third-party rights.

14. Term and Termination

a. ***Effective Date.*** This Agreement and the license granted hereunder shall take effect on the "Effective Date", October 03, 2026.

b. ***Annual Renewal.*** This Agreement shall automatically renew each year on the anniversary of the Effective Date unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary of the Effective Date.

c. ***Termination.*** Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (each an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or
(ii) Upon a party giving notice of its intent to terminate this Agreement thirty (30) days prior to the anniversary of the Effective Date.

d. ***Procedure.*** Upon any expiration or termination of this Agreement the Licensor will remove Customer access to the Platform, cease the provision of any services and delete customer data in 30 days unless Customer engages Licensor to provide a data retention service based upon the Licensor's standard fees and hourly rate or as otherwise mutually agreed in writing by the parties. Within ten (10) days after termination of this Agreement, Customer shall return to Licensor, at Customer's expense, the Software and all copies thereof, delete or destroy all other copies of the Software, and deliver to Licensor a certification, in writing signed by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

e. ***Additional costs and services.*** Additional services provided in response to the termination of this agreement or a component thereof, will be confirmed in writing and charged at the Licensor's standard fees and hourly rate.

15. Assignment

Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

16. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, pandemics, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act
by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the

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business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

17. Notices

All notices under this Agreement are to be delivered to the Licensor at the address and to the individual below and to the Customer at the address set forth on the signature page hereof, or to any other address or individual as a party may designate by providing notice, by: (i) depositing the notice in the mail, using registered mail, return receipt requested; (ii) overnight delivery service; (iii) hand delivery; or (iv) electronic mail or facsimile.

The notice shall be deemed delivered

(i) if by registered mail, four (4) days after the notice's deposit in the mail;

(ii) if by overnight delivery service, on the day of delivery;

(iii) if by hand delivery, on the date of hand delivery; or

(iv) if by electronic mail or facsimile, on the next business day after the electronic notice was sent.

LICENSOR: SpEd Forms LLC
5000 S MacArthur Lane, Ste 109
Sioux Falls, SD 57108
Attention: Kelli Byrnes Email: kelli@spedforms.com

18. General Provisions

a. ***HIPAA.*** To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms and/or MA Services, then the parties shall be subject to the Business Associate Addendum attached hereto as Exhibit A and such terms shall be incorporated into this Agreement.

b. ***Complete Agreement.*** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. The Customer may not assign this Agreement to any party. The Licensor may assign this Agreement to any successors and assigns of the Licensor's business.

c. ***Amendment.*** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

d. ***Waiver.*** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

e. ***Severability.*** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

f. ***Governing Law.*** This Agreement and performance hereunder shall be governed by the laws of the State of South Dakota, without giving effect to principles of conflicts of laws. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the state of the Customer's location.

g. ***Independent Contractor.*** Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.

h. ***Counterparts.*** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

i. ***Survival.*** Notwithstanding any contrary provision in this Agreement, the provisions of this Agreement shall continue in force beyond the terms of this Agreement to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

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j. ***Read and Understood.*** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

k. ***Authorization.*** Each party represents and warrants that it has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on behalf of each Party certifies that he/she is duly authorized to execute this Agreement on behalf of such Party.

l. ***AMA License Requirements.*** Customer acknowledges that certain functionality may require licensing of American Medical Association (AMA) materials. (i) Pass-Through Costs. Any third-party AMA licensing or royalty costs applicable to Customer's use will be recharged to Customer at Licensor's actual cost without markup, invoiced in arrears, and may be backdated to October 1, 2025. (ii) Consent to Share Information. Customer authorizes Licensor to provide Customer's name and usage statistics related to AMA-licensed functionality to AMA on a semi-annual basis for compliance and reporting. (iii) Records and Audit. Customer shall maintain accurate records sufficient to verify compliance with AMA licensing requirements for a period of three (3) years and make such records reasonably available for audit by AMA (or its designated auditor) upon reasonable notice. (iv) To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms® then the parties shall be subject to the AMA End User Agreement attached hereto as Exhibit D and such terms shall be incorporated into this Agreement.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR	CUSTOMER
SpEd Forms LLC	Duluth Schools
SIGNATURE	SIGNATURE
Kelli Byrnes	Lora Thurston
PRINTED NAME	PRINTED NAME
President	Director, Special Services
TITLE	TITLE
09/09/2026	9/24/26
DATE SIGNED	DATE SIGNED
5000 S. MacArthur Lane #109 Sioux Falls, SD 57108	709 Portia Johnson Dr Duluth, MN 55811

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EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is entered into by and between the Customer (the "Covered Entity) as defined in the underlying Software License Agreement, and SpEd Forms LLC, a South Dakota limited liability company (the "Business Associate").

1. Definitions.

a. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

b. ***Business Associate.*** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean SpEd Forms, LLC, a South Dakota limited liability company.

c. ***Covered Entity.*** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party in this Addendum, shall mean the Customer to the underlying Software License Agreement.

d. ***HIPAA.*** "HIPAA" shall mean the security and private requirements reflected in 42 U.S.C. 1320d et.seq. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

e. ***HITECH Act.*** "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 et. seq. and such regulations as may be promulgated thereunder from time to time.

2. Obligations of Business Associate.

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

3. Restrictions on the Use and Disclosure of Protected Health Information.

Notwithstanding anything in the underlying Software License Agreement to the contrary, the Business Associate shall:

a. Not use or further disclose Protected Health Information other than permitted or required by this Addendum or required by law, or as permitted by the underlying Software License Agreement to the extent that such use or disclosure does not violate HIPAA or the terms of this Addendum;

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent the use or disclosure of Protected Health Information other than as provided for in this Addendum;

c. Report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum, or any security incident, of which it becomes aware, without reasonable delay but in no event later than ten (10) calendar days;

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Addendum;

e. Make available Protected Health Information in accordance with HIPAA;

f. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with HIPAA;

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g. Make available Protected Health Information required to provide an accounting of disclosures of an individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;

h. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary (or its delegate) for purposes of determining compliance with HIPAA;

i. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

j. Report to Covered Entity any Breach of Unsecured Protected Health Information known by Business Associate. Notice shall be in writing and provided to the Covered Entity without unreasonable delay, but no later than ten (10) calendar days following the discovery of the Breach, as defined by 45 CFR § 164.410.

k. At the termination of this Addendum, if feasible, return or destroy all Protected Health Information received from or created and received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retains no copies of such information or if such return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

4. Permitted and Required Uses and Disclosures of Protected Health Information

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software License Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

5. Covered Entity Obligations

a. Covered Entity shall notify the Business Associate, in writing, of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to or must comply with in accordance with 45 CFR 164.522, to the extent such restrictions may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify the Business Associate, in writing, of any limitation in the notice of privacy practices of the Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect the Business Associate.

c. Covered Entity shall notify the Business Associate, in writing, of any changes in, or revocation or, the permission by an individual to use or disclosure of his or her Protected Health Information, to the extent that such changes may affect the Business Associate.

d. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.

6. Term and Termination

This Addendum shall become effective as of the Effective Date of the underlying Software License Agreement between the parties (as that term is defined therein). This Addendum shall remain in effect until the earlier of (i) the date the parties mutually agree in writing to terminate this Addendum, or (ii) the date the underlying Software License Agreement is terminated. No separate notice shall be required to terminate this Addendum upon termination of the underlying Software License Agreement. Notwithstanding anything in the underlying Software License Agreement to the contrary, the Covered Entity may terminate this Addendum and the underlying Software License Agreement upon written notice to the Business Associate if the Covered Entity determines that Business Associate has violated a material provision of this Addendum and the Business Associate has not cured the violation within thirty (30) days of written notice by the Covered Entity that such violation has occurred.

7. Relationship to Underlying Agreement

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It is the intent of the parties that the terms of this Addendum be interpreted so as to cause the underlying Software License Agreement to comply with the privacy and security requirements of HIPAA. Accordingly, this Addendum shall amend the underlying Software License Agreement to the extent provided herein regardless of whether this Addendum formally satisfies the requirements of the underlying Software License Agreement for amendment of the underlying Software License Agreement. To the extent any provisions of this Addendum conflict with the terms of the underlying Software License Agreement, this Addendum shall govern.

8. Amendment

This Addendum shall automatically be amended to the extent minimally necessary to comply with any changes to HIPAA or HITECH, and no additional signatures of the parties shall be required to effect such amendment. Any other modifications to this Addendum may be accomplished only in writing and only by the mutual consent of the parties.

9. Miscellaneous

a. ***Mitigation.*** Business Associate shall, to the extent practicable, take all reasonable measures to mitigate any known harm caused by a use or disclosure that is not permitted by this Addendum.

b. ***Further Assurances.*** Each party hereto shall cooperate with the other and execute and deliver such other instruments and document and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Addendum.

c. ***Survival.*** Notwithstanding any contrary provision in this Addendum, the provisions of this Addendum shall continue in force beyond the terms of this Addendum to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

d. ***Severability.*** If any provision or application of this Addendum is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Addendum shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

e. ***Successors and Assigns.*** This Addendum shall be binding upon, and inure to the benefit of, Covered Entity and Business Associate and their respective representatives, successors and assigns.

f. ***Counterparts.*** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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EXHIBIT B
MA SERVICES

This Exhibit sets forth details regarding the services provided in respect of **MA Services.**

ITEM DESCRIPTION	INCLUDED
ENROLLMENT AND REVALIDATION (completion and submission of the district application with the state through the state's medicaid provider portal)	
MEDICAID ELIGIBILITY VERIFICATION (including ongoing submission, retrieval and processing, and manual verification, if necessary)	
DIRECT CLAIM SUBMISSION (using MA Forms, generation of X12 EDI (Electronic Data Interchange) batch files and interface with the state for claim submission)	
REMITTANCE ADVICE RECEIPT AND RECONCILIATION (includingLoading, importing and processing of the X12 EDI files, including balancing of submitted versus received)	
CHECK CLAIM STATUS (including denial review and resubmission, claim and service line level review of denied claims, which could result in resubmission. SpEd Forms will provide the District with direction on how to bring logs and/or claims into compliance)	
ANNUAL REPORT (prepare draft and submit the annual time and encounter report)	

NOT INCLUDED
MANUAL ENTRY (Will support the District with manual entry of service logs including PCA or Transportation trips)
DISTRICT FIRST TIME MEDICAID REGISTRATION (Will guide a District through the process of registering for Medicaid Reimbursement for the first time)
PROVIDER TRAINING (Will work with the District providers to assist with NPI and other DHS requirements)
QUARTERLY MANAGEMENT REPORTS (Provide quarterly management reports)
FINANCIAL DATA COLLECTION (Will work with the District to gather the financial data necessary for program oversight)
TRAINING AND EDUCATION (Education and general assistance in the processes associated with the State Medicaid Assistance Program)
AUDIT SUPPORT (Will work with the District to gather the data necessary for an Audit and generally provide support and direction)
POLICIES AND PROCEDURES (Will work with the District to review and keep up to date Medicaid Reimbursement Polices and Procedures.

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EXHIBIT C

DATA EXCHANGE SERVICES

This Exhibit sets forth details regarding the services provided in respect of **Data Exchange** Services.
By signing this agreement, the Customer authorizes SpEd Forms to exchange data in this way.

ITEM DESCRIPTION	INCLUDED
DATA IMPORT SETUP (Setup of functionality to import demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA IMPORT (Annual fee for regular import of demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA EXPORT SETUP (Setup of functionality to export Special Education data and finalized PDF documents from SpEd Forms to Customer)	
DATA EXPORT (Annual fee for regular export of Special Education data and finalized PDF documents from SpEd Forms to Customer)	

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EXHIBIT D
AMA END USER AGREEMENT TERMS

This American Medical Association ("AMA") End User Agreement is entered into by and between the Customer ("End User") as defined in the underlying Software License Agreement, and SpEd Forms LLC ("Licensee"), a South Dakota limited liability company. Except as otherwise expressly provided in this Agreement, all terms, conditions, definitions, representations, and warranties contained in the overarching Software License Agreement are hereby incorporated into this Agreement.

1. Definitions.

a. ***Licensed Content:*** Licensed content is the AMA Current Procedural Terminology (CPT®) Data File, which means content from the print publication Current Procedural Terminology, Fourth Edition and CPT Standard data file published by the AMA. This includes CPT codes.

b. ***Licensed Product:*** The licensed product is MA Forms® as defined in the underlying Software Agreement.

c. ***End User:*** End user includes an individual who: (i) accesses, uses, or manipulates the Licensed Content contained in the Licensed Product; or (ii) accesses, uses, or manipulates the Licensed Product to produce or enable an output (data, reports or the like) that could not have been created without the Licensed Content embedded in the Licensed Product even though the Licensed Content may not be visible or directly accessible; or (iii) makes use of an output of the Licensed Product that relies on or could not have been created without the Licensed Content embedded in the Licensed Product even though the Licensed Content may not be visible or directly accessible.

d. ***Billing Provider:*** A healthcare provider who renders medical services for which a fee is charged.

e. ***AMA Royalty Fee:*** Royalties shall be paid annually based on the number of Users, calculated as the Full Time Equivalent ("FTE") of Billing Providers.

f. ***Royalty Report Data Variables:*** Information the AMA may seek to review and audit includes Name of End User, City, State, Country of End User, Name of Parent Organization of End User and the basis of the AMA fee being FTE of Billing Providers for each year to 30 June.

2. Obligations of Business Associate.

(a) Licensed Content is copyrighted by the AMA and CPT is a registered trademark of the AMA.

(b) Licensee, as a party to a license agreement with the AMA, is authorized to grant End User a limited, non-exclusive, non-transferable, non-sublicensable license for End User to use Licensed Content in Licensee's Licensed Product(s), for the sole purpose of internal use by End User within the Territory. Upon termination or expiration of the Agreement between Licensee and AMA, Licensee shall notify End User. End User shall continue to have the right to use Licensed Content in the Licensee's Licensed Product(s) for the remainder of year of the then-current annual release (e.g., through the end of the applicable calendar year) ("End User Tail Period"). End User's continued use of the Licensed Content during the End User Tail Period is subject to End User's continued compliance with all its obligations under these terms. Upon the expiration of the End User Tail Period, the sublicense granted under these terms shall automatically terminate.

(c) The provision of updated Licensed Content in the Licensed Product(s) is dependent on a continuing contractual relationship between Licensee and the AMA.

(d) End User is prohibited from making Licensed Content publicly available; creating derivative works (including translating) of the Licensed Content; and transferring, selling, leasing, licensing, or otherwise making available the Licensed Content, or a copy or portion of Licensed Content, to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.

(e) End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at End User's sole risk and the Licensed Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA's Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.

(f) End User is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the Licensee, of the same type as required of Licensee under this Agreement, currently three (3) years. End User consents to the release of such information to the AMA. End User further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require End User to submit or release information that would cause End User to be in violation of applicable federal or state privacy laws.

(g) End User must ensure that anyone with authorized access to the Licensed Product(s) will comply with the provisions of the End User Agreement.

(h) AMA shall be named as a third-party beneficiary of the End User Agreement.

(j) End User expressly consents to the release of its name to the AMA.

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Memorandum of Understanding (MOU)
Between Lake Superior YMCA and Independent School District 709 (ISD 709)

Purpose:
This MOU outlines the partnership between the Lake Superior YMCA and Independent School District 709 (ISD 709) for the provision of services to ISD 709's students utilizing the Duluth Area Family YMCA's facilities and services. This agreement establishes expectations, responsibilities, and financial arrangements to support program participants with access to the YMCA facilities and programming in alignment with their goals.

1. Parties Involved:
Lake Superior YMCA:
The YMCA at the Essentia Wellness Center Branch (YEWC)
Downtown Duluth YMCA Branch (DTY)
Independent School District 709 (ISD 709)

2. Duration of Agreement:
This MOU is effective from **September 1st, 2026, through August 31st, 2027**, unless amended or terminated as provided within this agreement.

3. Scope of Services:
Under this MOU, ISD 709 will have access to specified YMCA facilities and programs at YEWC/DTY. These may include but are not limited to the aquatics area, gymnasium, and designated activity areas, as agreed upon by both parties. Access aims to support physical, social, and educational development.

4. Responsibilities of Each Party:
- **ISD 709 Special Education:**
  - Coordinate student schedules, staffing, and transportation to the YEWC/DTY.
  - Ensure proper supervision of students during YMCA activities and compliance with YMCA facility guidelines.
  - Provide the YMCA with a list of student participants and any necessary information to ensure a safe and supportive environment.
- **Lake Superior YMCA:**
  - Grant access to agreed-upon YEWC/DTY facilities and provide support for staff as needed to assist ISD 709 students in participating in activities.
  - Work collaboratively with ISD 709 staff to support individualized programming that aligns with student goals.
  - Inform ISD 709 of any policy or schedule changes impacting facility access or availability.

5. Financial Terms:
The cost per student for participation in the Lake Superior YMCA (YEWC/DTY) will be as follows:
- **Room Rental:** When visiting the YEWC/DTY, ISD 709 will be provided the event room as an in-kind space which is normally billed out at $100.00 per hour ($1,200 based on currently booked trips to the YMCA sites).
- **Per Student Fee:** $6.50 per visit (this is being billed out at the 2025 fee rate for the entire length of this MOU).
- **Additional Staffing:** If additional staff are needed to perform services for ISD 709 this will be billed out at the hourly rate of $41.00
- **Billing Frequency:** This will be billed out at the end of every yearly quarter.
- ISD 709 agrees to remit payment within 30 days of receiving each invoice from the YMCA.

6. Liability and Insurance:

Each party agrees to maintain their respective liability insurance coverage and hold each other harmless for any claims arising from activities under this MOU, except where caused by the negligence or misconduct of the other party. Additionally, each party shall provide a copy of their insurance policy naming the Lake Superior YMCA as an additional insured.

7. Termination:
Either party may terminate this MOU with a 30-day written notice. Upon termination, any outstanding obligations, including payment for services already rendered, shall be settled.

8. Signatures:
This agreement is made in good faith and entered into on this 21 day of September, 2026.

For the Duluth Area Family YMCA:

_____ Date: 10/01/2026
Bill Hurst, Director of Aquatics, Duluth Area Family YMCA
4289 Ugstad Road, Hermantown, MN 55811
Bhurst@lakesuperiorymca.org

For Independent School District 709 (ISD 709):

L Thurston Date: 10/1/2026
_____, _____, ISD 709
709 Portia Johnson Drive, Duluth, MN 55811
(Email)

End of Document

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, 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 as of August 31, 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.** Provide group facilitation services for ISD 709 Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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 per hour and $6,000 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

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) Mary Ann Marchel, 3929 Rockview Court, Duluth, MN 55804.

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.

M A Mauchel [redacted] 9/1/26

Contractor Signature SSN/Tax ID Number Date

9-23-26

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

04	E	005	580	325	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Brianne Zuniga 9/23/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

PLAYWORKS

Summary of Services

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks.

Please initial to acknowledge all documents included:

Customer initial

Main Service Agreement _____

Program Plans (*circle each included*) _____

- Coach / Coach Relay
- TeamUp / TeamUp Plus
- Training / Consultation
- Digital Services

Statement(s) of Work (*indicate amount for each included*) _____

- Direct Service amount: _____
- Training/Consultation amount: $9,440
- Digital Service amount: $2,400

Playworks and Customer confirm that by their duly-authorized signatures below, this Summary of Services ("SOS") represents the parties' mutual agreement to the terms and conditions of the Main Service Agreement, Program Plan(s), and Statement(s) of Work, all attached here to this Summary of Services. For avoidance of doubt, the parties further agree that no further signatures on any of the attached documents are necessary, as the parties agree to the terms and conditions of all such documents by their signatures below.

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED	**CUSTOMER**
Signature: _____	Signature: Simone Zunich
Print Name:	Print Name: Simone Zunich
Title:	Title: Exec. Dir. Finance & Business
Date:	Date: 9/24/26

This is a Main Service Agreement ("Agreement") dated as of 08/28/2026, between Playworks Education Energized, a California nonprofit public benefit corporation ("Playworks"), and Myers-Wilkins Elementary School, a School("Customer").

Background

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks on the basis set out in this Agreement.

Playworks and Customer acknowledge and agree as follows:

1. Program

1.1 Scope

Playworks will provide certain services ("Services") in connection with the program ("Program") described in the Program Plan(s) attached as Exhibit A ("Plan"). Program elements, personnel and activities, the Services, and Customer's responsibilities, are set out in the Plan. Playworks and Customer will each carry out its responsibilities in accordance with this Agreement and with due care. For terms related to purchases of digital services only, see: https://www.playworks.org/playworks-digital-services-terms-conditions/ in lieu of Plan ("Digital Services Agreement"). For the avoid**ance of doubt, the Digital Services Agreement shall not apply if no digital services are purchased.**

1.2 Timeframe

Playworks will provide Services during the period stated in the Plan, including any renewal periods.

1.3 Fee

Customer will pay Playworks fees in the amount(s) and on the date(s) set out in the attached Exhibit B: Statement of Work and Payment Terms and Schedule.

1.4 Communication

Playworks and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Playworks will meet periodically as set out in the Plan, advise each other of issues including any concerns involving interactions among Playworks and Customer students and staff, provide one another with timely access to

information, and otherwise cooperate in carrying out the Program.

1.5 Statement of Work

The specific services to be provided and related terms and conditions of each project under this Main Service Agreement shall be addressed in a separate Statement of Work (SOW) which may include, but not be limited to, types of programs, services, timing, staff, deliverables and other services if any, requested by Customer and agreed to by Playworks.

2. Confidentiality, Data Collection, and Evaluation

2.1 Compliance

In working together and/or in connection with Playworks' provision of the Services, Playworks and Customer may share sensitive and/or confidential information with one another including information about Customer environment, activities, students, and staff. In addition, as described in Section 2.3, Playworks will collect and analyze data about Program outcomes. In connection therewith, Playworks and Customer will comply with applicable laws and the provisions set out in this Section 2 related to the collection, use, and confidentiality of such information, and will cooperate with each other in developing appropriate protocols.

2.2 Confidentiality

Playworks will use Customer's Confidential Information (defined below) only in connection with its activities under this Agreement and will take reasonable efforts to keep it confidential, using at least the same degree of care Playworks uses to prevent the unauthorized use or disclosure of its own confidential information. Playworks may disclose Confidential Information only to persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by Customer is and shall remain Customer's property. "Confidential Information" means non-public information relating to Customer including, without limitation, information relating to Customer environment, staff, funding, operations, and Personally Identifiable Information contained in education records as defined in 34 C.F.R. § 99.3 the Family Educational Rights and Privacy Act ("FERPA Data"). It does not include information that is generally available to the public, information already known by Playworks before entering into this Agreement, information that was or is provided to Playworks from a source other than Customer, or information Playworks independently develops.

2.3 Data Collection and Evaluation

Playworks will collect and analyze data about Program implementation and outcomes in order to evaluate the impact of its programs generally, support more effectively Customer and its other partner schools and clients, meet external reporting requirements, and support

fundraising and school recruitment. Customer and Playworks will cooperate in connection with such data collection and assessment activities. Playworks will require third party evaluators and data analysts it retains, if any, to enter into appropriate confidentiality agreements with Playworks with respect to Customer information. Customer acknowledges that Playworks will own and retain all rights, title, and interest in the data collected through the Program, except to the extent provided in Section 2.4.

2.4 Student Data

Playworks may in carrying out Services have access to FERPA Data. It will collect and use FERPA Data solely for Program purposes and in accordance with applicable law, including the Family Educational Rights and Privacy Act, and Customer policies previously disclosed to Playworks. Playworks will implement reasonable security safeguards to maintain the confidentiality of FERPA Data. Customer owns all rights, title and interest to all FERPA Data that Customer provides or otherwise makes available to Playworks for the Program purposes.

2.5 External Reporting

Playworks reports data and evaluation results to funders, partners, researchers, and other third parties. Playworks will report student-level data only in an aggregate and anonymized manner. Except as contemplated by the Plan or as required by law, Playworks will disclose Program data and results on a no-name basis unless Customer has given its prior written consent for disclosure of its name in such disclosure.

3. Methodology and Materials

3.1 Materials

In providing Services, Playworks will provide Customer with curricula, games, training materials, assessment tools, reference documents, video or audio recordings and other materials (collectively, "Materials"). Playworks may make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Customer to download Materials (which may include recorded training sessions) from Playworks websites, and providing Customer with access to interactive websites. All rights, including intellectual property rights in and to the Materials and any other content or documents created by or for Playworks in connection with the provision of the Services, shall be, at all times, the sole and exclusive property of Playworks.

3.2 Customer Use and Sharing

Customer may use, copy, adapt, and distribute the Materials in connection with Program activities and with Customer activities going forward. In addition, Customer may share Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at

workshops or conferences), so long as Customer provides appropriate attribution to Playworks and does not remove, alter, or obscure any Playworks copyright or trademark markings on any Materials. Customer may not record, reproduce, and/or copy (audio and/or visual) any trainings, programs, or other materials delivered by Playworks without the prior written consent of Playworks (such consent to be given in Playworks' sole discretion), and any such permitted reproduction and/or recordings may only be used by Customer for the purpose(s) approved by Playworks in advance in writing (such approval to be given in Playworks' sole discretion). Customer may not, however, distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside Customer any Customer-created derivatives or revisions of any Materials. For clarity, the non-exclusive license granted under this Section 3.2 is intended to permit use by Customer of Materials only for purposes related to its educational mission.

3.3 Ownership of Materials

Playworks owns and retains all copyrights and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Playworks in providing Services. Customer acknowledges that the Materials are proprietary to Playworks. Playworks may incorporate any information from Customer in future versions of the Materials, may share them with other schools or third parties, and may reproduce and create derivative materials.

4. External Communication

4.1 Customer External Communication

Customer may identify itself as a client of Playworks in internal and external communications, including, without limitation, on its website or outreach materials. Customer may use Playworks name and logos in connection with these efforts.

4.2 Playworks External Communication

Playworks may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Playworks may use Customer's name and logos in connection with these efforts.

4.3 Intellectual Property; Logo and Trademark Use

Each of Playworks and Customer acknowledges that (a) it has no interest in the other party's intellectual property, name, logo and other trademarks other than the rights expressly granted under this Agreement; (b) the other party will remain the sole owner of interest in its intellectual property, name, and trademarks; and (c) all goodwill in the other party's logos, names, and trademarks will inure solely to the benefit of the other party. Any use of the other party's trademarks shall be subject to reasonable quality control and each of Playworks and

Customer will comply with any reasonable trademark guidelines and/or instructions that the other may provide.

4.4 Visitors

Playworks may ask Customer if Playworks can bring educators, funders, and other visitors to Customer to observe Program activities. Playworks will carry out any such visits in line with Customer policy regarding visitors generally.

5. Acknowledgements

5.1 Not Substitute for Physical Education

Customer acknowledges that the Services and Program are not a substitute for physical education ("PE"). Playworks staff may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in PE courses or programs.

5.2 Not Responsible for Supervising Recess

Customer acknowledges that Playworks is not responsible for supervising recess. Playworks staff may help to structure recess, but Customer must provide their own staff to supervise recess.

5.3 Recess Privileges

Customer acknowledges that Playworks does not support the removal of recess privileges for extended periods of time as a method of student discipline.

6. Relationship

6.1 Independent Contractor

Playworks is an independent contractor and is solely responsible for its activities in providing Services. Playworks has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

6.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Playworks nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience. Playworks and Customer will each have sole responsibility for the planning, management, and implementation of its own activities relating

to Program execution.

7. Insurance, Indemnification, and Liability

7.1 Insurance

Playworks will, upon request by Customer, provide to Customer proof of liability and workers compensation insurance for all Playworks staff who provide Services at Customer, and name Customer as an additional insured on such policies. Customer will provide its own liability, workers compensation, and other insurance in respect of Customer employees, students, and guests that participate in the Program and Customer's activities generally in connection with the Program.

7.2 Indemnification by Playworks

Playworks will defend, indemnify, and hold Customer and its directors, officers, employees, agents, and assigns (collectively, "Customer Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable expenses, resulting from claims by third parties for death, bodily injury, or damage to tangible property caused directly and solely by the gross negligence or willful misconduct of Playworks in providing Services.

7.3 Indemnification by Customer

Customer will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer's actions or other matters related to the subject matter of Program.

7.4 Limitation of Liability

Neither Playworks nor Customer will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages. Playworks' total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid Playworks as set out in the Plan, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

8. Termination

8.1 Termination by Customer

Customer may terminate this Agreement by providing written notice to Playworks of that decision. Such a termination will be effective 60 days after delivery of the notice. If Customer

terminates the Agreement under this Section 8.1, Customer will not be entitled to any refund of amounts previously paid, and, if fees are not already fully paid, will pay Playworks for services rendered through the effective date of termination. Playworks will invoice Customer for such services. Customer will pay the invoiced amount no later than 30 days after delivery of such invoice.

8.2 Suspension by Playworks

Playworks may suspend delivery of Services if Customer fails to make timely payment of fees or if Playworks, in its discretion, determines that the Customer environment or engagement is not safe or healthy for students or Playworks staff or otherwise conducive to effective Program delivery.

Playworks strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The Playworks environment, including where Services are being provided to or for the benefit of Customer, should be characterized by mutual trust and the absence of intimidation, harassment, oppression and exploitation. Playworks will not tolerate unlawful discrimination or harassment of any kind.

It is a violation of Playworks' policy to create discriminatory work conditions for Playworks staff. Playworks may suspend the delivery of Services if it becomes aware of discrimination or harassment in violation of this policy.

A suspension will be effective upon Playworks' delivery to Customer of a written notice to that effect. Customer and Playworks will cooperate in identifying and trying to address the problem. If the problem is not addressed to Playworks satisfaction within a reasonable time, Playworks may terminate the Agreement under Section 8.3.

8.3 Termination for Failure to Perform

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

8.4 Termination of a Statement of Work

Expiration or termination of this Agreement shall result in the automatic termination of any Statement of Work. Expiration or termination of a Statement of Work shall not, by itself, result in the termination of this Agreement.

8.5 Effect of Termination

Upon termination of this Agreement under Section 8.3, neither Customer nor Playworks may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Playworks and Customer will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2, 3, and 7-9 will survive the expiration or termination of this Agreement.

8.6 Financial Sustainability Clause

Funds needed for the total cost to deliver, sustain and administer Playworks' services are not fully covered by the prices reflected in this Agreement. Playworks relies on donations, corporate sponsorships and other revenue streams to ensure that its programs are financially sustainable for the organization as a whole. Its obligations under this Agreement are therefore contingent upon the availability of funding from all sources taken as a whole. It is mutually agreed that if Playworks in any fiscal year covered under this Agreement does not obtain sufficient funds for total financial sustainability, this Agreement shall not be binding on either party. In this event, Playworks shall notify Customer of such sustainability limits before the commencement date(s) outlined in this Agreement. Playworks will have neither liability to Customer nor any obligation under the provisions of this Agreement to perform or to provide any services beyond those that it can deliver with financial sustainability.

9. General Provisions

9.1 Entire Agreement

This Agreement, together with the Plan and the Digital Services Agreement (if applicable), expresses Playworks' and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Playworks and Customer relating to its subject matter. It is understood that Customer's use of Playworks' websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

9.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Playworks and Customer that recites that it is an amendment to this Agreement.

9.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision

will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.4 Assignment

Neither Customer nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

9.5 Third Party Beneficiaries

Except as specifically provided in Sections 7.2 and 7.3 this Agreement is for the exclusive benefit of Playworks and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

9.6 Governing Law; Jurisdiction

This Agreement will be governed by California law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

9.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

* * * * * * * * * *

Playworks and Customer signed this Agreement as of the date set out in its first paragraph.

PLAYWORKS

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 08/28/2026 by and between Myers-Wilkins Elementary School ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date:** 09/08/2026 **End Date:** 06/10/2027

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. SparkPlay Subscription	09/08/2026	$2,400	Upon completion of services
	TOTAL AMOUNT	$2,400	

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email	
	PO#	
	Additional detail	

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

Program Plan: Recess Reboot

Basic features

Program name	Recess Reboot
Program overview	Recess Reboot ("Program") is a five day service that includes on-site recess modeling, training, and consulting, delivered by an experienced Playworks Trainer. Days 1 and 5 are half day visits to allow for travel time. Program teaches strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting with recess. After Recess Reboot is delivered, Playworks will provide a virtual follow-up consultation call with a person identified by Customer. Research has identified 4 areas that promote success: 1. All school staff, including recess staff, teaching staff, and leadership, understand the overall goals of the program and are engaged. 2. School leadership articulates the connection between pre-existing school goals and new recess goals. 3. Student leadership program is well understood and supported by all school staff. 4. Recess goals and activities are regularly communicated to all school stakeholders, including staff, students, and families. Playworks recognizes that play and recess may look different from school to school. Playworks is committed to ensuring that schools are equipped to create a schedule that accommodates Playworks services every day. Recess will be facilitated in designated play areas, classrooms, or in other spaces agreed upon by Playworks and Customer.
Timeframe	Program operates during the school year. Playworks and Customer will determine agreed upon date(s) and time(s) for service delivery, based on school/site calendar and Trainer availability. Requests, by either party, for adjustments to agreed-upon dates/times should be communicated at least 5 business days in advance. **Program will be delivered on: TBD - tentatively 10/5/26 - 10/9/26** Final Program schedules and preparation periods will be approved by both Playworks and Customer at the start of Program. Schedule adjustments related to school closures will be approved by Playworks and Customer.
Participating school	Myers-Wilkins Elementary School

Playworks personnel

Overview	Playworks will assign an experienced Trainer ("Trainer") to facilitate Program.
Trainer activities	Trainer will work on-site with the Customer and carry out the activities described in Program.
Trainer development	Playworks will ensure that Trainer is trained in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Trainer will be CPR/First Aid certified and is required by law and fully trained to report suspected child abuse.

Trainer screening, testing, and immunizations	Playworks will ensure Trainer has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify them from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws. Customer will make Playworks aware of school district background check policies and additional screenings or clearances needed to serve in the school district.

Customer personnel

Overview	Working with Playworks, Customer will identify and assign employees to fulfill the roles that will support implementation of this Program. Customer will provide Playworks with designated staff training time for the delivery of each component.
Principal	Research confirms that the success of Program is increased when principals attend training sessions, meet regularly (monthly) with recess staff to problem solve and plan, and send regular communication to teachers, students and families about recess activities and goals. **Customer ensures the Principal will attend all trainings and meetings as set out in the Program including a goal setting session, an all staff training, and an action planning session.**
Other school roles	Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members: • **Recess Manager**: Directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. Recommended: Assign Recess Manager role to a member of the school's administrative team. • **Recess Coach:** Implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. • **Recess Team:** School staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. Recommended: Include teachers on the Recess Team, particularly the Physical Education teacher. Research indicated that adults were more likely to play and support recess at schools that had full-day staff monitor recess
Other personnel	Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program. Such training(s) provide teachers and staff with guidance, best practices, and examples to support Program implementation and opportunities for play. School community members are welcome to join (e.g. parents, volunteers, after-school program staff, etc.).

Workplace and equipment

Workspace	Program will take place on-site at Customer school. Customer will make available to Trainer a workspace, as well as adequate classroom space for meetings and trainings as set out in the Program.
Playground equipment	Program will be implemented using existing playground equipment provided by the Customer. Playworks may provide a list of suggested playground equipment before Program. Playworks will support the development of an equipment maintenance system.
Harassment free work environment	Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.

Program components

Assessment & Goal Setting session (30-45 min)	On Day 1, Trainer will assess recess culture, systems, and staff and discuss baseline needs and areas for support. Required: Principal, Recess Manager, Recess Coach, Recess Team
Recess Team training (up to 1 hour)	Trainer will provide an in-depth Recess Team training to teach systems, games, and strategies to create, implement, and sustain safe and healthy play at recess. This training is key to framing the learning that will take place on-site. Playworks and Customer will work together to create an indoor recess plan in case of inclement weather. Required: Recess Manager, Recess Coach, and Recess Team Recommended: Principal *delivery of component contingent upon Customer's availability
Youth Leaders training	Trainer will facilitate the establishment of a Youth Leadership Program. The purpose is to create student leadership within a school and build student ownership of some key school functions. During the school day, youth leaders participate as role models during recess by leading games and activities, as well as helping other students manage conflicts if they arise. Each youth leader typically leads recess one to three times per week. Playworks recommends that youth leaders practice skills at recess daily during the reboot week. Customer agrees to release youth leaders five to ten minutes prior to the recess they serve to check-in, and stay five to ten minutes after recess to debrief. **Prior to Trainer's on-site arrival, Customer will select approximately 15-30 youth leaders through a process that includes student applications, teacher recommendations, and parent permission.** Trainer will provide a training to youth leaders that includes skill development, team-building games, and fun Playworks activities to prepare them to take on a

	leadership role on the playground. The training may be held before school, after school, or during enrichment or elective blocks during the school day. Required: Recess Manager, Recess Coach, Recess Team, and Junior Coaches
All staff orientation (30 minutes)	Research confirms that Program is more successful when all school stakeholders understand the recess goals and activities. Trainer will provide orientation for all Customer teachers and staff to provide a Program overview, recess and youth leadership best practices, and examples to demonstrate opportunities for supporting play and physical activity. School community members are welcome to join (e.g. parents, volunteers, after-school program staff, etc.). Required: Principal, Recess Manager, Recess Coach, Recess Team, All Teachers, School Staff
Recess	Trainer will support Recess Coach and Recess Team to use recess times for core playground games, sports, skill-building activities, and cooperative games. Trainer will provide consultation and modeling for Recess Coach and Recess Team on strategies for recess facilitation. During recess, Trainer will be focused on consulting and supporting the Recess Team and will not be responsible for yard supervision. **Customer will provide staff for play area supervision during all recess periods and will have full responsibility for play area supervision.** Required: Recess Coach, Recess Team, Junior Coaches Recommended: Recess Manager, Principal (observe as many recesses as possible)
Foundational Play	Trainer will provide a select number* of classrooms with Recess 101 sessions. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting. Playworks will work with Customer to create the best possible Recess 101 schedule. Each Recess 101 serves one classroom for 30 minutes per session. Recess 101 may not be scheduled during any regularly scheduled recess period. **Customer will ensure the presence of a credentialed adult, preferably the classroom teacher, during every Recess 101 session.** Playworks must approve the schedule prior to Trainer's on-site arrival. Required: Teacher Recommended: Recess Coach and Recess Team; Recess Manager (attend as many Recess 101 sessions as possible) *select number contingent upon Trainer capacity
Daily Recess Team check-ins **Daily Recess Team debriefs**	Trainer will provide daily check-in and debrief sessions with the Recess Coach and Recess Team throughout the week to support their skill development and capacity to facilitate recess and the Junior Coach Program. Coaching content will follow an "I Do, We Do, You Do" adult learning framework throughout the week and include: application of best practices to achieve Program outcomes, group management strategies, rapport building, game facilitation, and leadership development. Required: Recess Coach and Recess Team Recommended: Recess Manager or Principal *delivery of component contingent upon Customer's availability

Action planning session	Trainer will lead an action planning session to share resources, create materials, and solidify a plan of action for continuity of Program. Required: Principal, Recess Manager, Recess Coach, and Recess Team
Curriculum and assessment tools	Playworks may provide Customer with curriculum and materials that support Program implementation, including the Playworks Playbook, Recess Coach Manual, Youth Leadership Program lesson plans, recess assessment tools, and game lesson plans.
Consultation call	After Program is delivered, Playworks will provide an optional 30-minute consultation call via phone or video with Customer to support implementation. The call will be scheduled based on school interest and mutual availability of Customer and Playworks. A no-show session will not be rescheduled.
Digital Services	SparkPlay! is Playworks' 12-month subscription-based, online resource to support the continuous learning of safe and healthy play for school and youth development staff. Access to online services is provided based on the subscription start date. It is Playworks' intent to allow for unlimited participation for active employees of the Customer site who access online content using Customer's site email address and accept terms and conditions of use. Playworks prohibits sharing of access and use of SparkPlay! beyond the customer site. Customer acknowledges they are responsible for responding to emails from Playworks to activate online services and support distribution of subscription access to additional school staff. Customer acknowledges that the quality of online content delivery, especially video, is not entirely within Playworks control and is highly dependent on Customers' use of: - A modern browser such as Firefox, Chrome, IE, or Safari updated to a version released within the past year - An application to view and download portable document format (.pdf) files - An internet connection of 2 MBps minimum to view streaming video Playworks will be available for service calls via phone or video with Customer to support implementation throughout the 12-month subscription. Calls will be scheduled based on school interest and mutual availability of Customer and Playworks.
Community of Practice	School is invited to attend Playworks Minnesota's virtual Community of Practice space held monthly starting in October/November. Each month's session is approximately 1 hour in length with a training topic, time for Q&A, and discussion time with other recess supervisors and Junior Coach program leads.
Customized training notes	Delivery Modifications: Other:

Program planning and impact

Planning calls and/or meetings	Prior to Trainer's on-site arrival, Customer agrees to participate in planning calls and/or meetings with Playworks to assign staff roles, communicate to the school, set the five-day schedule, and disseminate/collect paperwork to support the Program **no later than 2 weeks prior to program delivery.**

Program setup	Customer acknowledges that the Program requires setup and staff participation in order to deliver Program components effectively. No later than two weeks prior to Trainer's on-site arrival, Customer will ensure setup and required staff participation: • Confirm the Recess Manager, Recess Coach, and Recess Team • Select and collect paperwork for the Youth Leadership Program • Set and confirm the Program schedule • Ensure required school staff attendance per component If Program setup and staff participation fall below the minimum by two weeks prior to Trainer's on-site arrival, Playworks reserves the right to cancel and/or reschedule the Program.
Impact measurement tools	Playworks may use one or more of the following tools to measure Program impact: • Great Recess Framework observation tool: completed by Playworks staff after observing recess. • Recess observations and reflections: completed by Playworks staff after observing recess. • Annual Survey: completed voluntarily by school staff at the end of the year. • Recess Checkup: electronic quiz designed to assess safe and healthy play at recess. • Training Participant Surveys: electronic surveys designed to gauge satisfaction with training as well as changes in knowledge, attitudes, and behaviors.

Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Main Service Agreement, or Customer Agreement, when applicable.

Playworks Digital Services Terms & Conditions

Welcome to SparkPlay, operated by Playworks Education Energized ("Playworks" or "we" or "us" or "our"). Playworks is a nonprofit organization that believes in and promotes the power of play to bring out the best in every child. SparkPlay is an online platform that aims to provide its users with the knowledge, tools, and ongoing support they need to facilitate safe and healthy play and make the most out of recess. SparkPlay provides Playworks-produced online course materials, instructional videos, as well as curated emails.

By subscribing to SparkPlay ("Digital Services"), you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this agreement ("Agreement"). Playworks reserves the right, at our discretion, to change, amend, and/or modify this Agreement at any time. It is your responsibility to review this Agreement periodically for changes. If you do not agree to these terms and conditions, you are not authorized to access our Digital Services.

1. Subscription

Subscription Type

Playworks offers access to Digital Services through different types of subscriptions. A "Subscription" refers to a right to use the applicable portion of Digital Services as specified in the statement of work or online form and/or confirmation you completed and received when you initially subscribed to Digital Services ("Order Form").

Subscription Term

You may access Digital Services for the term specified in the Order Form. In the case of SparkPlay purchases made solely online, you may access Digital Services for one year from the purchase confirmation email and any applicable renewal period.

Ongoing Subscription

Following the initial term, your Subscription will continue in effect on a recurring basis corresponding to the term of your Subscription unless and until you elect to cancel your Subscription. We will bill the periodic Subscription fee to the payment method you previously provided to us. If you elect to cancel your Subscription, cancellation will be effective at the end of the then-current term and you will have continued access to Digital Services for the remainder of that period, but you will not receive a refund.

Termination by Playworks

Playworks may at any time suspend or terminate your access to Digital Services if you fail to make timely payment of fees or if Playworks, in its discretion, determines that you or your users have failed to comply with the Order Form or the terms and conditions of this Agreement. Such termination will be effective upon its delivery to you of a notice to that effect. Upon termination, your Subscription and your right to use the Digital Services will cease. You will not be entitled to any refund.

Termination for Convenience or Discontinued Product

Should Digital Services be discontinued or sold, Playworks will provide 30 days' notice to

subscribers and refund the prorated value of the remaining Subscription period.

2. Intellectual Property

Playworks' Exclusive Ownership
Playworks shall be, at all times, the sole and exclusive owner of all instructional videos, images, guides, tools, publications, resources, quizzes, surveys, content, and other materials provided on Digital Services, including all intellectual property rights therein ("Playworks Content") and retains all rights, title, and interest in Playworks Content. All Playworks Content is copyrighted and/or protected by national and international copyright and applicable intellectual property laws. Playworks may also reference external sources and will cite all content that is not exclusively owned by Playworks.

License Grant
The license to Digital Services is offered for non-commercial, personal use only. As a subscriber, Playworks grants you a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the portion of Digital Services that is applicable to your Subscription type, and the related Playworks Content, solely for non-commercial, personal purposes, in accordance with this Agreement. You may use, download, and distribute Playworks Content for non-commercial purposes within your subscribed organization or household, so long as you provide appropriate attribution to Playworks and do not remove, change, or obscure any Playworks copyright or trademark markings on any Playworks Content. Downloading and posting Playworks Content on social networks or other digital content platforms without Playworks' permission is prohibited. You may not distribute any Playworks Content for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute to non-users user-created derivatives or revisions of any Playworks Content. The Digital Services are licensed to you as-is and all use of the same is at your sole discretion.

References
Neither you nor Playworks may identify each other as a "user" or "partner" in internal or external communications, including, without limitation, on website or outreach materials, or use each other's name, logo, or other marks, without prior written permission from the other.

3. Users and Accounts Organization Users
For organizations, only the organization's personnel may access Digital Services. One individual, identified on the Order Form, will act as the account owner and be responsible for managing the relationship with Playworks. You will limit access to Digital Services to the number of personnel specified in the Order Form and authorized by you to use Digital Services. You will direct your personnel to use Digital Services for only educational purposes.

Individual Users
For individuals, only the individual named on the Order Form may access Digital Services. User Account Log-ins Each user will set up an account with a unique username and password (collectively "Log-in"). You will ensure that each Log-in is used only by the user to whom it was assigned, and will not be shared with or used by any other person. Multiple concurrent use with the same Log-in is prohibited. Organizations may reassign Log-ins to personnel who are replacing

former users who have terminated employment or changed job function, so long as the total number of active users does not exceed the maximum number specified in the Order Form. Playworks reserves the right to periodically review the number of users per subscriber and charge a fee per subscriber if there is an overage.

User Account Security
You will not permit any third party to use your Log-ins at any time and will notify Playworks promptly of any actual or suspected unauthorized use of your Log-ins. For organizations, you are solely responsible for all access to and use of Digital Services by your individual users, for maintaining the confidentiality of all Log-ins, and for all activities that occur under these Log-ins.

Terms of Use; Privacy Policy
Each user who accesses Digital Services will be bound by this Agreement and the Playworks' Privacy Policy (the "Privacy Policy"). For organizations, you are solely responsible for your individual users' compliance with this Agreement and the Privacy Policy.

Website Security
We take precautions to host and maintain Digital Services websites and to safeguard data from unauthorized use. We cannot, however, ensure or warrant the security of any or all of the information you transmit to Digital Services, and you do so at your own risk. As a result, you acknowledge that: (a) there are security and privacy limitations of the internet which are beyond Playworks' control; (b) the security, integrity, and privacy of any and all information and data exchanged between you and Playworks through Digital Services cannot be guaranteed and we will have no liability to you or any third party for loss, misuse, disclosure, or alteration of such information; and (c) any such information and data may be viewed or tampered with in transit by a third party.

User Content
You represent and warrant that any content you provide, upload, or post to Digital Services does not violate the privacy, publicity, copyright, contract rights, or any other rights of any person or entity.

No Confidential Information
You should not send us any confidential or sensitive information when using Digital Services. You are responsible for ensuring that any disclosures to Playworks through Digital Services do not violate applicable laws, contracts, or other obligations relating to confidentiality, privacy, or similar matters.

Prohibited Content
You will not transmit, upload, display, perform, or otherwise distribute any content that (a) is harassing, discriminatory, retaliatory, abusive, libelous, defamatory, obscene, pornographic, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any intellectual property, privacy, employment, or other applicable local, state, national, or foreign law or regulation by which you are bound; (c) advertises or otherwise solicits funds or is a solicitation for goods or services; (d) violates the Privacy Policy or discloses confidential information; or (e) disables, damages, or impairs Digital Services, or

interferes with any other party's use and enjoyment of Digital Services, including, without limitation, uploading or otherwise disseminating any virus or other malicious code.

No Reverse Engineering
You will not reverse engineer, decompile, or otherwise attempt to recreate or discern the underlying structure or makeup of Digital Services, including altering any copyright notices.

4. Site Maintenance

Availability of Website
You understand that traffic of data through the internet may cause delays during the display or download of information from Digital Services. Playworks will use commercially reasonable efforts to maintain continuous availability of Digital Services, except for scheduled maintenance, required repairs, and any interruption due to causes beyond the reasonable control of or not reasonably foreseeable by Playworks, including, without limitation, any event described in the section entitled "Force Majeure".

Changes to the Site
Playworks, in its discretion, may upgrade, modify, change, or enhance Digital Services at any time without notice. We do not undertake any obligation to notify you of any updates to Digital Services, or Playworks Content, including any Playworks Content you previously viewed or downloaded.

5. Fees and Payment

Fees
You will pay all fees applicable to your Subscription type.

Payment by Credit Card or Debit Card
You will provide Playworks with valid and updated credit card or debit card information. You authorize Playworks to charge such credit or debit card for the applicable Subscription for the initial Subscription term and any renewal term(s). Such charges will be made in advance on an annual basis.

Other Forms of Payment
If the Order Form specifies that payment will be by a method other than a credit or debit card, Playworks will invoice you in advance in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced amounts are due thirty (30) days from the invoice date.

Billing and Contact Information
You are responsible for providing complete and accurate billing and contact information to Playworks and notifying us promptly of any changes to such information.

6. Data Collection and Privacy

Data Collection and Evaluation
We will collect and analyze data about how Digital Services is being used in order to evaluate our impact, develop improvements, meet external reporting requirements, and support fundraising and school recruitment. You acknowledge that Playworks will own and retain all rights, title, and interest in the data collected through Digital Services. Playworks Privacy Policy can be found at: https://www.playworks.org/about/privacy-policy/

External Reporting
We report data and evaluation results, including, but not limited to Recess Checkup, to funders, partners, researchers, and other third parties. Except as contemplated by this Agreement or as required by law, we will disclose data and results on a no-name basis collected through Digital Services unless you have given prior written consent for disclosure of names of schools or other individuals in such disclosure. Please refer to our Privacy Policy for more information on third party links.

7. Disclaimer; No Warranties

Disclaimer & No Warranties
Digital Services is provided "as is," "as available," and "with all faults" without any express or implied warranties and no advice or information, whether oral or written, obtained from Playworks or through Digital Services will create any warranty not expressly made in this Agreement. To the fullest extent permissible under applicable law, Playworks expressly disclaims any and all implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We make no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing, or trade usage, with respect to: (a) the availability, timeliness, accuracy, quality, security, or reliability of Digital Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of Digital Services; (c) the deletion of, or the failure to store or to transmit, any content or other communications; (d) whether Digital Services will meet your needs; and (e) any third party links, services, or information.

User Decisions
Playworks has no responsibility for your decisions or actions with respect to use of instructional videos, images, guides, tools, publications, resources, quizzes, surveys, and other materials provided on Digital Services. You are responsible for making your own evaluations, decisions and actions regarding use of Playworks Content and for the outcomes and consequences of such use. Playworks has not evaluated your facilities, environment, or personnel, and makes no representations or recommendations about the suitability of Playworks Content for you or your organization.

No Representations or Guarantees
You acknowledge that Playworks has not made and is not making any representations, warranties, promises, or guarantees of any kind about the success or outcome of use of Playworks Content including, without limitation, representations about improvements in school environment, academic performance, or student development. You and your organization are entirely responsible for use of Playworks Content.

Not Substitute for Physical Education
You acknowledge that use of Playworks Content is not a substitute for physical education or the work of credentialed physical education teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in physical education courses or programs.

8. Liability and Indemnification

Limitation of Liability
Playworks will not be liable to you for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if Playworks has been apprised of the likelihood of such damages. In no event will Playworks be liable to you for damages arising out of or relating to (a) your inability to use Digital Services, to train other users in your organization, if applicable, or any decision or action by you in reliance upon Digital Services, or (b) the procuring, compiling, interpreting, editing, writing, reporting, or delivery of Digital Services. Playworks' total liability under this Agreement will not exceed the amount of fees paid by you or your organization for your Subscription during the twelve-month period preceding the event giving rise to such claim or two hundred dollars, whichever is greater, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

Indemnification
You will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of use of Digital Services, or your actions or other matters related to your use of Digital Services, including, without limitation, any claims by students, parents, or other third parties arising from a user's activities or your use of Playworks Content. You will not have any obligation to indemnify any Playworks Indemnified Party to the extent the liability is solely caused by the gross negligence, willful misconduct, or fraud of such Playworks Indemnified Party.

9. Changes to this Agreement

Playworks reserves the right to make changes to this Agreement, at any time without notice. Changes are effective immediately upon posting and your continued use of Digital Services constitutes acceptance of such changes

10. Third Party Services and Links

Third Party Services
Services created by third party developers may be available to you on Digital Services, including, without limitation, applications, websites, and other services. When you engage with a third party service, you are interacting with the third party, not with Playworks. You understand that the service will be governed by its own terms and conditions, and that the service may use and share your data in accordance with the privacy policy of and your privacy settings on such service.

Third Party Links and Information
Digital Services may contain links to other websites that are not operated by or related to Playworks. Playworks is not responsible for the content, accuracy, or opinions expressed in such third party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website in Digital Services does not imply approval or endorsement of the linked website by Playworks. Please refer to our Privacy Policy for more information on third party links.

Linking to the Site
Use of the Playworks marks or logo in connection association with any hyperlink is prohibited. Permission to use the Playworks' logos or links to Playworks sites must be requested through DigitalServices@playworks.org. We reserve the right to withdraw linking permission without notice.

11. Legal Compliance

Compliance with Law
You will comply with all applicable federal, state, and local laws in connection with your use of Digital Services.

Cooperation with Law Enforcement
Courts or law enforcement authorities may request or direct Playworks to disclose the identity of anyone making available any materials believed to violate applicable laws or this Agreement. Playworks, in its discretion, will respond to such requests.

Compliance with Digital Millennium Copyright Act
Playworks' policy is to investigate any allegations of copyright infringement brought to our attention. Playworks will respond to notices of alleged copyright infringement that comply with applicable law and this section. In accordance with the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), if you believe any content infringes your copyright, you may request removal of that content by submitting written notice, with your physical or electronic signature, to our Copyright Agent designated below that includes the following information (the "DMCA Notice"):

- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works;
- Identification of the content you believe to be infringing in a sufficiently precise manner to allow us to locate that content;
- Information by which we can contact you (including your name, postal address, telephone number and e-mail address);
- A statement that you have a good faith belief that the use of the content is not authorized by the copyright owner, its agent or the law (e.g., is not a "fair use");
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

DMCA Notices may be sent to us at digitalservices@playworks.org. If you knowingly, materially

misrepresent that any content is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under the DMCA.

12. Disclaimers

THE DIGITAL SERVICES AND ALL INFORMATION AND MATERIALS PROVIDED BY PLAYWORKS ARE PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND (EITHER EXPRESS OR IMPLIED). PLAYWORKS MAKES NO WARRANTY OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE DIGITAL SERVICES. YOU AGREE THAT TEMPORARY INTERRUPTIONS OF THE PROVISION OF THE DIGITAL SERVICES MAY OCCUR AND WE HAVE NO CONTROL OVER ANY THIRD PARTY NETWORKS IN CONNECTION WITH OUR SERVICES OR ANY DELAYS OR DISRUPTIONS OF NETWORK TRANSMISSIONS. ALSO, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PLAYWORKS SHALL NOT BE LIABLE IN ANY RESPECT FOR ANY DAMAGES WHATSOEVER ARISING FROM YOUR USE OF THE DIGITAL SERVICES, INCLUDING, WITHOUT LIMITATION, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, DAMAGES ARISING FROM BUSINESS INTERRUPTION, OR LIABILITY IN RELATION TO ERRORS OR OMISSIONS IN ANY PORTION OF THE DIGITAL SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

13. General Provisions

Entire Agreement
This Agreement, together with the Order Form, expresses the final, complete, and exclusive agreement between you and Playworks, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Playworks and you relating to its subject matter.

Amendment
Playworks reserves the right to make changes to this Agreement, at any time without notice. Changes are effective immediately upon posting and your continued use of Digital Services constitutes acceptance of such changes.

Severability
If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

Waiver
Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

Assignment
Neither you nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a

merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

Third Party Beneficiaries
Except as specifically provided in the section entitled "Indemnification", this Agreement is for the exclusive benefit of you and Playworks, and not for the benefit of any third party, including, without limitation, any student, teacher, parent or guardian, employee, contractor, or vendor.

Force Majeure
Playworks will not be required to perform or be held liable for failure to perform if nonperformance is caused by power failures, nonperformance of internet or data communications facilities, cybercrimes, third party mechanical or other equipment breakdowns, fiber optic cable cuts, interruption or failure of telecommunications or digital transmission links, labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, pandemics, quarantines, natural disasters, or any other causes beyond the control of Playworks.

Governing Law; Jurisdiction
This Agreement will be governed by California law. You and Playworks consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

PLAYWORKS

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 08/28/2026 by and between Myers-Wilkins Elementary School ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date:** 09/08/2026 **End Date:** 06/10/2027

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. Recess Reboot	October 2026	$7,800	Upon completion of services
2. Travel Expenses	October 2026	$1,640	Upon completion of services
	TOTAL AMOUNT	$9,440	

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email	ap.vendor@isd709.org
	PO#	
	Additional detail	

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Calland Metts, 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 7/13/26 and shall remain in effect until 5/29/26 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.** (Must be included)

3. **Background Check.** *(applies to contractors working independent with students*

The 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.

The 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 $ 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.

**All highlighted sections must be complete before submitting to Business Services

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: Keely Waechter, 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) 522 N. 3rd Ave West Duluth, MN 55806.

**All highlighted sections must be complete before submitting to Business Services

11. **Assignment.** The 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. 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.

**All highlighted sections must be complete before submitting to Business Services

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

**All highlighted sections must be complete before submitting to Business Services

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] 8/17/26

Contractor Signature SSN/Tax ID Number Date

8/17/26

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).

_____ 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	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

9/29/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

**All highlighted sections must be complete before submitting to Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of June, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas 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 July 20 and shall remain in effect until July 25, 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)

3. **Background Check.** *(applies to contractors working independent with students*

The 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.

The 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 $ 400 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.

**All highlighted sections must be complete before submitting to Business Services

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: Keely Waechter, 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) 210 E Chisholm St. Duluth MN 55803.

**All highlighted sections must be complete before submitting to Business Services

11. **Assignment.** The 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. 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 - Conflict of Interest; Duty to Disclose. This policy is located on the District's website.

**All highlighted sections must be complete before submitting to Business Services

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]

Contractor Signature SSN/Tax ID Number Date

9/2/26

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

____ 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	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

Erin Zurich 9/29/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

**All highlighted sections must be complete before submitting to Business Services

No Cost Contracts Signed
September 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**
Northwood Children's Services	TLE/MTSS	Mental health service collaboration for SY 2026-27
Brightwater	TLE/MTSS	MOU stating Brightwater and Duluth Public Schools will work together as a team to effectively meet the needs of students, families, and staff in need of service
Fond du Lac Human Services Division	TLE/MTSS	MOU stating FDLHS will place mental health therapists within Duluth Public Schools to provide behavioral health services to eligible students
PAVSA	TLE/MTSS	Provide informational services to Duluth Public Schools for SY 2026-27
Northeast Service Cooperative	TLE/CTE	NESC provides funding for CTE programming. This specific program is for EHS field trip to rock climb with UMD RSOP and explore careers in outdoor education.
Duluth Adult Education Consortium Agreement	Duluth Adult Education	Duluth Adult Education Consortium Agreement for FY27 – Fiscal agent for the purposes of distribution of state and federal ABE(DAE) aid.
True North Goodwill	Duluth Adult Education	Provide support for 44 opportunity youth, ages 18-2, over a 40-month period implementation timeline in earning their GED/HS diploma, gaining construction experience and developing leadership skills.
Team Select Home Care	Special Services	Nursing support services for student with IEP. Services may happen at school while the nurse is volunteering and participating in the student's education programming.

MEMORANDUM OF UNDERSTANDING BETWEEN NORTHWOOD CHILDREN'S SERVICES AND DULUTH SCHOOL DISTRICT, ISD 709

1. BACKGROUND AND INTENT

This Memorandum of Understanding is between Northwood Children's Services, a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding (MOU) is to encourage cooperation between Northwood Children's Services and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party.

WHEREAS, the Duluth School District desires to have Day Treatment and mental health services available on site at its schools:

WHEREAS, Northwood Children's Services desires to locate day treatment programs and mental health therapists at Duluth school buildings to provide mental health services such as day treatment programming, assessments, psychotherapy, and consultation.

Therefore, Northwood Children's Services and the Duluth School District agree that it is in the best interests of all concerned to enter into this MOU.

2. ROLES AND RESPONSIBILITIES

Roles of Northwood Children's Services and Duluth School District

It is understood that Northwood Children's Services and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to all items that affect the overall success of the MOU in a timely manner. However, the parties to this MOU understand their separate and distinct responsibilities.

Role of Northwood Children's Services day treatment and community mental health provider

Students served by Northwood Children's Services are clients of Northwood Children's Services, subject to the same rights and responsibilities as clients served in Northwood Children's Services settings.

Northwood Children's Services will;

1. Meet with Duluth Schools administration staff to plan a system of day treatment and mental health service delivery

2. Locate day treatment program(s) and therapist(s) at Duluth schools to provide day treatment mental health services
3. Employ and be responsible for its case managers, practitioners and therapists placed at Duluth schools
4. Maintain appropriate professional liability insurance
5. Accept "requests for services" from school district staff with final placement decisions determined by Northwood Children's Services
6. Share student/client information with school staff as needed and with the consent of the student/responsible parent
7. Obtain parental permission to provide mental health services
8. Maintain and own mental health records of students served
9. Obtain insurance and other information necessary to appropriately bill parents and/or party payers for services delivered. The school district shall not be responsible for the cost of services delivered by Northwood Children's Services
10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership

Role of Duluth School District

1. Meet with Northwood Children's Services administration staff to plan a system of day treatment and mental health service delivery
2. Provide Northwood Children's Services day treatment programs and therapists with appropriate, private space where they are allowed to furnish it as deemed necessary to provide a safe and comfortable environment for mental health treatment. The agreement to provide private space shall not obligate Duluth Public Schools to any costs related to renovation or other facility adjustments to create privacy. Ensure Northwood Children's Services staff are provided access to fax machines, printer, internet connection, and telephones. The rooms and spaces utilized at each school site are to be mutually agreed upon as appropriate for programming. Prior approval by the ISD 709 Director of Elementary and Director of Secondary Education and Northwood CEO is required before rooms can be changed after they have been established. Space shall be provided in the following 5 schools: Stowe Elementary School, Piedmont Elementary School, Lincoln Park Middle School, Myers-Wilkins Elementary School and Laura MacArthur Elementary School.
3. Inform school staff of the availability of Northwood Children's Services and work with Northwood Children's Services staff to develop a system to identify and refer students that may need day treatment/mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by Northwood Children's Services. Final service delivery decisions are made by Northwood Children's Services
4. Meet periodically with Northwood Children's Services administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership

3. GENERAL TERMS

Terms. This MOU will begin effective on the date of 9/1/2026 and will remain in effect until either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Northwood Children's Services and Duluth School District 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. Northwood Children's Services and Duluth School District agree that they will not at any time disclose confidential information and/or material without the 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.

NORTHWOOD CHILDREN'S SERVICES

9/16/26

Krisit Shulte, Board Chair Date

Larry Pajari, President & Chief Executive Officer 9-16-26 Date

INDEPENDENT SCHOOL DISTRICT No. 709

Simone Zunich, Director of Business and Finance
Date 9/14/26

Anthony Bonds, Assistant Superintendent 9/14/26 Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE BRIGHTWATER AND
THE DULUTH PUBLIC SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between the Brightwater, a certified community behavioral health clinic and the Duluth Public Schools, Independent School District #709 (ISD #709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between Brightwater and ISD #709, and further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD #709 desires to provide quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools;

WHEREAS, Brightwater desires to extend therapeutic support to ISD #709 school buildings by providing professional (Therapeutic) and practitioner level (Children's Therapeutic Services and Supports; CTSS), support in individual and group settings coordinated by a mental health professional.

Therefore, Brightwater and ISD #709 agrees that it is in the best interests of all concerned to enter this MOU.

This MOU is to enable and structure the collaboration between Brightwater and ISD #709 in its implementation of creating educational successes for students, their families, and school staff by providing appropriate therapeutic services for unmet social, emotional, and behavioral and mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Brightwater and ISD #709

It is understood that Brightwater and ISD #709 staff must work together as a team to effectively meet the needs of ISD #709 students, families, and staff, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the MOU, in a timely manner. However, the parties to this MOU understand their separate and distinct responsibilities.

Roles of Brightwater

Students, families, and staff served by Brightwater are clients of Brightwater and subject to the same rights and responsibilities as clients served in the organization's clinic setting.

Brightwater will:

1. Have therapists and practitioners onsite to provide therapeutic services at regularly scheduled times and place for each site as agreed upon by Brightwater Child and Family Services Director, ISD #709 Mental Health/Social Emotional Behavioral MTSS Coordinator, Assistant Superintendent, and Principals.
2. See students referred by school personnel or parents individually or in groups for therapeutic services at the student's school in a confidential setting for comprehensive evaluations, treatment planning, and individual/group sessions, according to established Brightwater policies and procedures.
3. Schedule requested consultations by school personnel including school social workers, teachers, counselors, and administrative staff with Brightwater providers as needed. Specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school's schedule.
4. Treat students served by Brightwater in ISD #709 as clients of Brightwater and ensure they are subject to the same rights and responsibilities as clients served onsite at Brightwater clinic spaces.
5. Meet with ISD #709 Administrative staff to plan a system of service delivery taking into consideration both the needs of Brightwater and ISD #709.
6. Locate therapists and mental health practitioners at assigned ISD #709 to provide therapeutic services in a private setting.
7. Employ and be responsible for its employees placed in ISD #709 schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission and written consent to provide services.
11. Maintain and own mental health records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. ISD #709 will not be responsible for the cost of services delivered by Brightwater.
13. Meet monthly with ISD #709 School Administration and other designated staff to review the working relationship, address any concerns/conflicts, and promote an active partnership.
14. Ensure meetings with Brightwater providers do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that mental health services do not interfere with students receiving federally mandated IEP services from Special Education staff.
16. Collaborate with district staff to facilitate professional development opportunities related to prevention and treatment of student and community mental health concerns.

Role of ISD #709

ISD #709 will:

1. Meet with Brightwater administrative staff to plan a system of service delivery.
2. Inform ISD #709 Principals and school staff of services available and work with Brightwater staff to develop a system to identify and refer students that may need therapeutic services and supports. Meet periodically with Brightwater administration or designated staff to

review the working relationship, address any concerns, and promote an active partnership.

3. Provide Brightwater therapists and practitioners with private meeting space with access to a telephone and internet connection.
4. Obtain parental permission before referring students to Brightwater for therapeutic services.
5. Upon parental permission, provide Brightwater staff with student schedules to meet with students for therapeutic services.

III. GENERAL TERMS

Terms. This MOU will begin effective the date of August 26th, 2026, unless either party provides written notice per the Termination clause below. This MOU will renew for one-year periods unlimited unless either party provides written notice of non renewal three (3) months before annual termination date. Otherwise, this MOU may be terminated in accordance with the section on Termination below. This agreement will automatically renew annually unless parties agree to terminate or revise.

Termination. Either party may terminate this MOU by giving the other party three (3) months prior written notice.

Confidentiality. Brightwater and ISD #709 agree that by virtue of entering into this MOU, they will have access to certain confidential information regarding the other party's operations related to this project.

Brightwater and ISD #709 agree they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. 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. Parents/Guardians may be referred to Brightwater School-Linked Mental Health Therapists by members of the ISD #709 school staff or self-referred by the student or the student's parent(s) or guardian(s) according to established Brightwater procedures using a written referral form. Brightwater staff will contact parent(s)/guardian(s) and coordinate with ISD #709 school staff, as needed to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying a need for mental health services to Brightwater for appropriate therapeutic services.

Data Collection. ISD #709, upon receiving signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), ISD 709 staff will be responsible for submitting grades, attendance records, and behavioral violations to Brightwater when requested.

Background Check. *(Applies to contractors working independently with students.)*

Brightwater, as the independent contractor, must provide an executed criminal history consent form and a money order or check payable to ISD #709 in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Brightwater is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Brightwater has already completed background checks for their business needs, Brightwater stipulates that the background checks are completed, current, and on file.

Brightwater also stipulates that any employees with a gross misdemeanor or felony will not work independently with ISD #709 students.

Independent Contractor. Both ISD #709 and Brightwater agree they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

Accordingly, Brightwater shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Brightwater's activities in accordance with this MOU, 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.

Indemnity and Defense. Brightwater hereby agrees to defend, indemnify and hold ISD #709 harmless from all claims relating to its work pursuant to this MOU. In the event Brightwater breaches its obligation to defend, indemnify and hold ISD #709 harmless, then in addition to its other damages, ISD #709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

ISD #709 hereby agrees to defend, indemnify and hold Brightwater harmless from all claims relating to its work pursuant to this MOU. In the event ISD #709 breaches its obligation to defend, indemnify and hold Brightwater harmless, then in addition to its other damages, Brightwater shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by Brightwater to ISD #709 shall be deemed to have been given by depositing the same in writing in the United States Mail to: ISD 709, Duluth Public Schools, Attn: Anthony Bonds, Assistant Superintendent, 709 Portia Johnson Drive, Suite 108, Duluth, MN 55811.

All notices to be given by ISD #709 to Brightwater shall be deemed to have been given by depositing the same in writing in the United States Mail to: Brightwater, Attn: Ben Hatfield, CEO, 1401 E. 1st Street, Duluth, MN 55805.

Assignment. Brightwater shall not in any way assign or transfer any of its rights, interests, or obligations under this MOU in any way whatsoever without the prior written approval of ISD

#709.

Modification or Amendment. No amendment, change, or modification of this MOU shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This MOU, 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 MOU 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. Brightwater 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 MOU.

Conflict of Interest and Fiduciary Duty: All contractors doing business with ISD #709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on ISD #709's website.

Mutual Consent to Collaboration: Brightwater and ISD #709 agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals, and consistently communicate with one another to take additional steps needed to implement this MOU and accomplish the goals of School Linked Mental Health Services.

Agreed to as entered into below:

Brightwater

Signed: _____

Date: 08-25-2026

Name: Benjamin Hatfield **Title:** Chief Executive Officer

DULUTH PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT #709

Signed: _____

Date: 9/14/26

Name: Simone Zunich Title: Executive Director of Finance & Business Services

MEMORANDUM OF UNDERSTANDING

Between the Fond du Lac Human Services Division, Behavioral Health Department, and the Duluth Public School District, ISD 709

I. BACKGROUND AND INTENT

This Memorandum of Understanding ("MOU") is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a division of the Fond du Lac Band of Lake Superior Chippewa, and the Duluth Public Schools, Independent School District #709 (ISD 709).

Purpose

The purpose of this MOU is to establish a framework for collaboration between FDL and ISD 709 to support the educational success and well-being of American Indian students through the provision of culturally appropriate behavioral health services.

Background

ISD 709 seeks to expand access to mental health services for students within its schools.

FDL operates a Behavioral Health Department that provides behavioral health services to American Indian children and families.

FDL seeks to place School-Linked Mental Health Therapists within ISD 709 schools to provide behavioral health services to eligible students, including diagnostic assessments, treatment planning, and therapeutic services.

The parties recognize that unmet social, emotional, behavioral, and mental health needs can negatively affect educational outcomes and that increased access to culturally responsive behavioral health services may benefit students and families.

Understanding of the Parties

The parties enter into this MOU to coordinate their respective efforts and to define their separate roles and responsibilities in supporting school-linked behavioral health services for American Indian students and their families attending ISD 709 schools.

This MOU is intended to facilitate cooperation between the parties and to support the delivery of quality, culturally appropriate behavioral health services to students, consistent with applicable law and the terms of this MOU.

The parties acknowledge that they are separate governmental entities acting under their respective legal authorities. This MOU memorializes a cooperative relationship between the parties and is not intended to create a vendor, contractor, employment, agency, partnership,

or joint venture relationship between them. Each party will remain responsible for its own personnel, operations, decisions, and legal obligations

II. ROLES AND RESPONSIBILITIES

Roles of FDL and ISD 709

It is understood that FDL and ISD 709 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 this MOUthis MOU, in a timely manner. However, the parties to this MOUunderstand their separate and distinct responsibilities.

Role of FDL

1. FDL licensed Mental Health Professionals/School-Linked Mental Health Therapists will provide onsite therapeutic services to students at a regularly scheduled time and place for each of several sites as agreed upon by FDL Behavioral Health Coordinator, FDL Mental Health Supervisor, ISD 709 Mental Health Partnership Coordinator, ISD 709 Assistant Superintendent, ISD 709 Indian Education Director and ISD 709 Principals. CTSS or Case Management services may also be piloted and explored at agreed upon school location/s as determined by the ISD 709 Mental Health Partnership Coordinator, School Principal and FDL Mental Health Supervisors.

2. American Indian students referred by school personnel or parents will be seen individually by the licensed School-Linked Mental Health Therapist at the child's school in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to established FDL Human Services Division policies and procedures.

3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the FDL licensed professionals and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. FDL shall retain sole responsibility and authority for all clinical decisions, diagnoses, treatment plans, treatment records, and professional judgments related to services provided by FDL personnel under this MOU.

5. Students served by FDL Behavioral Health in ISD 709 Schools are clients of FDL Human Services and are subject to the same rights and responsibilities as clients served onsite at any FDL Human Services facility.

6. FDL therapists will meet with ISD 709 Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of FDL and ISD 709 quarterly.

7. Locate therapists at ISD 709 Schools in order to provide mental health services in a private setting identified by school administrators.

8. Employ and be responsible for its employees at ISD 709 Schools.

9. Maintain appropriate professional liability insurance.

10. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.

11. Obtain parental permission to provide services.
12. Maintain and own case management records of students served.

13. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. ISD 709 will not be responsible for the cost of services delivered by FDL.

14. FDL 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. The meetings will occur quarterly.

15. Ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

16. Ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with FDL administrative staff to plan a system of mental health service delivery.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with FDL staff to develop a system to identify and refer students that may be in need of mental health services. The team will meet quarterly, or as requested, with FDL administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide FDL with a private meeting space for mental health professionals with access to a telephone and internet connection.

4. Upon parental permission and FDL's request, FDL will be provided student schedules in order to meet with students for therapy services.

5. Obtain parental permission before referring students to FDL for therapy services.

III. GENERAL TERMS

Terms. This MOU will begin effective on September 2, 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 MOU by giving the other party 90-days prior written notice.

Confidentiality. FDL and ISD 709 agree that by virtue of entering into this MOU they will have access to certain confidential information regarding the other party's operations related to this project.

FDL 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 MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. 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. Parents/Guardians may be referred to the School-Linked Mental Health Therapists by members of the school staff or self-referred by the student or his/her parent according to established FDL Human Services Division's policies using a written referral form. It is the responsibility of the Parent/Guardian to contact FDL's SLMH Administrative Specialist to initiate services. FDL staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD 709 to refer American Indian students to FDL Mental Health Professionals for culturally appropriate therapeutic services.

Data Collection. ISD 709, upon receiving a signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records and behavioral violations to FDL Behavioral Health when requested.

Background Check. *(applies to FDL employees working independently with students)* FDL shall ensure that its employees assigned to provide services under this MOU have successfully completed background checks consistent with applicable law and FDL policies. Upon request, FDL may certify to ISD 709 that required background checks have been completed. Employees who are ineligible to work independently with students under applicable law shall not be

assigned to provide services under this MOU.

Independent Government Entities. ISD 709 and FDL acknowledge that each is a separate governmental entity exercising its own legal authority and responsibilities. Nothing in this MOU shall be construed as creating a partnership, joint venture, agency relationship, employment relationship, contractor relationship, or other legal association between the parties beyond the cooperative relationship expressly described herein. Each party shall remain solely responsible for its own personnel, operations, decisions, liabilities, and compliance with applicable law. Nothing in this MOU shall be construed as a waiver of the sovereign immunity, governmental immunity, privileges, defenses, or jurisdiction of either party.

Mutual Responsibility of Parties. Each party shall be responsible for the acts and omissions of its own officers, employees, and agents, to the extent provided by applicable law. Nothing in this MOU shall constitute a waiver of any immunity, defense, or limitation of liability available to either party..

Notices. All notices to be given by FDL to ISD 709 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 ISD 709 to FDL shall be deemed to have been given by depositing the same in writing in the United States Mail to Fond du Lac Human Services, Attn: Behavioral Health Coordinator and Health Services Associate Director, 927 Trettel Lane, Cloquet, MN 55720.

Assignment. Neither party may assign its responsibilities under this MOU without the written consent of the other party..

Modification or Amendment. No amendment, change or modification of this MOU shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This MOU, 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. Nothing in this MOU shall be construed as a waiver of the sovereign immunity of the Fond du Lac Band of Lake Superior Chippewa or its divisions, agencies, employees, or officials.

Entire Agreement. This MOU reflects the parties' current understanding of their relationship and responsibilities. Any changes to this MOU must be made in writing and signed by both parties.

Data Practices. Student educational records and other data provided by the ISD 709 shall remain subject to all applicable confidentiality protections, including the Family Education Rights and Privacy Act ("FERPA") and any applicable provisions of Minnesota law, to include Chapter 13, the Minnesota Government Data Practices Act. FDL shall use such information only

for purposes authorized by this MOU and applicable law. Records created or maintained by FDL in connection with the provision of healthcare or behavioral health services shall remain the records of FDL and shall be governed by the laws and policies applicable to FDL and its clients.

Conflict of Interest and Fiduciary Duty: The parties agree to conduct their activities under this MOU in a manner consistent with applicable conflict-of-interest and ethical standards governing their respective organizations. While providing services under this MOU, FDL employees operating within ISD 709 facilities shall comply with ISD 709 policies that are reasonably necessary to protect students, maintain school operations, and avoid conflicts of interest, including ISD 709 Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709's website.

Mutual Consent to Collaboration. FDL and ISD 709 agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this MOU and accomplish the goals of School Linked Mental Health services.

_____ **Date:** _____

Fond du Lac Human Services

Simone Zunich **Date:** 9/14/26

Simone Zunich, Executive Director of Business Services, ISD 709

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September, 2026 by and between Independent School District #709, a public corporation, hereinafter called District, and PAVSA, 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 as of September 6th, 2026 and shall remain in effect and reviewed annually, 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.**

It is understood that PAVSA and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and to communicate any pertinent information or concern that affect the overall success of the MOU in a timely manner.

Role of PAVSA, a Community Provider:

1) Meet with Duluth School administration staff to plan a system of service delivery
2) Provide services on site in Duluth Schools
3) Employ and be responsible for PAVSA staff placed or on site in Duluth schools
4) Maintain appropriate professional liability insurance
5) Accept referrals from school district staff
6) Share student/client information with school staff as needed and with consent of the student/responsible guardian
7) Maintain and own records of students served
8) No consent will be necessary for advocacy and/or crisis counseling per state https://www.revisor.mn.gov/statutes/cite/260E.22
9) Students receiving more than 3 sessions of individual advocacy and/or crisis counseling, parental consent will be obtained for ongoing counseling services
10) Conduct appropriate background checks to ensure that PAVSA staff are not legally restricted from performing duties of their job in a school setting
11) Meet periodically with School administration at Denfeld and East or designated staff to review the working relationship in order to address any concerns and promote an active partnership
12) Provide training and seminars to Duluth school staff and students when warranted and on and ongoing/yearly basis
13) Ensure that meetings with advocates do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

14) Ensure that advocacy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of Duluth School District:

1) Meet with PAVSA administration staff to plan a system of delivery service
2) Provide PAVSA staff with appropriate meeting space
3) Inform school staff of PAVSA services available
4) Meet periodically with PAVSA administration or designated staff to review working relationship in order to address any concerns and promote an active partnership
5) When school staff send referrals to PAVSA, student identifying information will not be given until there is an in-person meeting

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 $0.00 hourly and $0.00 in total. This is a no cost agreement.

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: Todd McGowan or Anthony Bonds, 709 Portia Johnson Dr, 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 32 E 1st St, Ste 200, Duluth, MN 55802.

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.

[signature]	41-1350021	8/26/26
Contractor Signature	SSN/Tax ID Number	Date
Tod McGowan MSW, LICSW		8/26/26
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).

XX	X	XXX	XXX	XXX	XXX	XXX

_____ 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

Simone Zunich	9/14/26
Executive Dir. of Finance & Business Services	Date

NORTHEAST SERVICE COOPERATIVE

Reimbursement Request FY 2026 - 2027

The Minnesota Service Cooperatives

Career & Technical Education Grant

UNIVERSAL FORM FOR CTE TRANSPORTATION GRANTS

"Please note: Transportation requests for CTSO events (such as Robotics, BPA, and DECA) are not eligible for reimbursement under this funding stream."

APPROVAL COMMITTEE: Scott Patrow, Tim Rohweder, Tim Prosen, Willie Speltz, Kristi Berlin, John Engelking

FOR REIMBURSEMENT, EMAIL THIS REQUEST TO:
Kathy Jankila and John Engelking

Business managers must submit an invoice with this form after the event date

Name the proposed CTE project. Request the total miles, associated transportation costs, and rentals. (i.e., bus or van costs) (Average bus costs are $1.40 per mile and $30.00 per hour. (i.e., 200-mile round trip and 8 hours driver time = $280 + 240 = $520.00.

NESC CTE

***** Mileage, Transportation, and Sub requests are limited to $750.00 per request*****

Primary Project Contact Name/Email/Phone: Sonja Hakanson, sonja.hakanson@isd709.org, 218-336-8845 ex 2153

Primary Project School:Duluth East High School

Primary Partners (Other schools, businesses, organizations, etc.): University of MN-Duluth, Recreational Outdoor Sports Program (RSOP)

District Number :	709
Proposed Project Start Date:	10/01/2026
Projected number of students to be served by June 30th, 2027:	~40
Project Grade Level(s):	9-12
Describe the proposed CTE project, including key activities, goals, and intended outcomes/student impact:	Field trip to rock climb with UMD RSOP. Goals are career exploration for Outdoor Education, social and emotional learning, and leadership practice.
Total Requested Mileage Request Amount:	Out of district boundary: 3hr min @ 255.90 and 60.03 per hour past 3 hrs. Trip would be 9:00am - 3:15pm: 6.25 hours = $451.00

Subs and Chaperone Total Amount Requested	$160
Total requested mileage + Subs or Chaperones Not to Exceed $750.00 GRAND TOTAL:	$611.00

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief, and that I have the authority to apply for the requested award and in the amount requested.

Simone Zunich
Signature of Business Manager

Kelly Flohaug
Signature of Authorized Supervisor (principal or Superintendent)

Simone Zunich
Printed Name

Kelly Flohaug
Printed Name

Exec. Dir. Finance & Business Services
Title

Principal
Title

9/23/26
Date

9/23/26
Date

Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2027. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

School Districts Representative:

By: Kristal Berg

Name: Kristal Berg

Title: Director of Community Education

Date: 09 / 18 / 2026

Member ISD 709

School District Representative:

By: Simone Zunich

Name: Simone Zunich

Title: Director of Finance and Business Services

Date: 9/21/26

Adult Basic Education Representative:

By: [signature]

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 9/21/26

MEMORANDUM OF UNDERSTANDING

I. Purpose

The purpose of this Memorandum is to describe the mutual goals and responsibilities with regard to a cooperative agreement between **Duluth Adult Education** and **True North Goodwill** related to the YouthBuild in the Northland grant **[26A06YB000227]** provided by the U.S. Department of Labor.

II. Background

True North Goodwill and **Duluth Adult Education** will partner to provide support for 44 opportunity youth, ages 18-24, over a 40-month implementation timeline in earning their GED/HS Diploma, gaining construction experience, and developing leadership and work-readiness skills. YouthBuild in the Northland is supported by the U.S. Department of Labor. A total of $1,004,000, or 80%, of this program is financed with federal funds. $251,000, or 20%, is financed by MN DEED and other grant providers. YouthBuild in the Northland ensures accurate tracking and categorization of program activities to maintain adherence to the 50/40/10 model, which allocates program focus as follows: 50% education, 40% Hands-On Training, and 10% Community Service/Leadership Development.

Federal Award Identification Number: 26A60YB000227

Performance Indicators:	**Outcome Goals:**
Education & Employment Rate – Second Quarter After Exit	75%
Education & Employment Rate – Fourth Quarter After Exit	70%
Median Earnings – Second Quarter After Exit	$6,000
Credential Attainment	80%
Measurable Skills Gains	70%
Effectiveness in Serving Employers	50%
Percentage of participants that enter a Registered Apprenticeship within one year of exit	10%

III. Roles and Responsibilities

Lead Agency:

True North Goodwill Northern MN and Northwestern WI (TNG) – Registered 501(c)3
FEIN - 410919602

True North Goodwill Northern MN and Northwestern WI (TNG)'s mission is inspiring personal transformation through the power of learning and career development. Revenue from 13 stores across 29 counties funds operating expenses and offsets the cost of workforce and re-entry programming. **TNG** provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or attaining employment.

True North Goodwill will:

1. Serve as the grant lead and coordinate training logistics in partnership with education, training, and workforce providers;
2. Track actual incurred grant costs and retain documentation of these costs and submit to the U.S. Department of Labor (DOL) staff upon request;
3. Submit payment requests and program invoices with backup documentation to DOL;
4. Submit narrative reports to DOL quarterly and/or as requested by grantor;
5. Notify DOL of any proposed changes to scope of project, project activities, budget, work plan, grant expenditures, partners, or completion dates;
6. Perform screening to ensure applicants have the proper interest, possess necessary foundational skills, and meet eligibility criteria;
7. Provide work readiness, career counseling, and case management/support services for participants enrolled in YouthBuild;
8. Communicate any concerns with shared participants to partners in a timely manner;
9. Provide progress report(s), course evaluations, and all necessary forms on a quarterly basis and a final report upon program completion to DOL;
10. Provide regularly scheduled internal data audits to ensure compliance with record keeping and tracking.

Partner Agency:

Duluth Adult Education – Independent School District 709
FEIN – 41-6003776
Award Amount - $150,128.00

Duluth Adult Education's mission is to empower learners to achieve their educational and career aspirations. Duluth Adult Education offers programs to serve adult learners who lack a high school diploma or equivalent, lack the academic or language skills to pursue education or employment, and/or are experiencing unemployment/underemployment and are not earning a sustainable wage for personal or family support.

Duluth Adult Education will:

1. Collaborate with **True North Goodwill** on program planning;
2. Provide academic planning and support for completion of a GED or HS Diploma;

3. Provide transition planning and referrals to post-secondary education opportunities;
4. Track student progress toward education goals and track measurable skill gains;
5. Participate in at least one annual monitoring visit conducted by **TNG** as pursuant to grant agreement;
6. Partner agencies are required to submit weekly participant progress updates utilizing the reporting form provided by True North Goodwill. These report requests will be sent out each Thursday during programming and required by EOD that Friday;
    a. Progress updates will include participant progress, areas of concern, and other relevant information to ensure participant success.
    b. Any questions regarding reporting can be directed to:

Jason Beckman – Director of Mission Operations
jbeckman@truenorthgoodwill.org

7. Communicate any course or participant concerns to **True North Goodwill's** Program Manager for YouthBuild.

Emma Collier – Program Manager
ecollier@truenorthgoodwill.org

IV. Duration of Agreement & Voluntary Disassociation

This MOU is a nonbinding agreement that both parties have entered into good faith. This agreement will go into effect upon award of the 2026 DOL YouthBuild Grant (July 1st, 2026) and will follow the conclusion of the 40-month grant period (October 31st, 2029). This agreement may be cancelled or terminated by any party, without penalty or liability, by notifying the other in writing. Written notice shall be sent thirty (30) days prior to the disassociation by either party.

V. Amendments

This MOU represents the entire understanding of both parties with respect to this partnership. Any modification of this memorandum must be in writing and signed by both parties.

VI. Invoices and Payment

All invoices must be sent via email or mailed USPS to Carolyn Brown, Senior Manager of Grants and Compliance by the 10th day of the month (or the following Monday if this day lands on a weekend) following the program quarter end. Any invoicing must include the required documentation as outlined in the provided invoicing template.

Email: cbrown@truenorthgoodwill.org

Mail: **True North Goodwill**
Attn: Carolyn Brown
700 Garfield Ave.
Duluth, MN 55802

VII. Data Practices

All parties must agree that the collection, use, and disclosure of participants' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. *All parties acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.*

All data, including customer PII, collected, used, and disclosed by all parties will be subject to the following:

1. The collection, use, and disclosure of participant education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable state privacy laws.
2. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
3. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
4. Participant data will be kept confidential, consistent with Federal and state privacy laws and regulations.
5. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

VIII. Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

IX. Termination

This MOU will remain in effect until the end date specified in the Duration of Agreement outlined above (July 1st, 2026- November 30th, 2029) unless*:

1. All parties mutually agree to terminate this MOU, prior to the end date.
2. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
3. Non-Compliant actions not abiding by the signed MOU can lead to termination of agreement.

*2 CFR 200.340

X. Record Retention

All parties must retain all Federal Award records for three years from the date of the submission of their final financial report. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records. CFR §§ 200.334

XI. Signatures

True North Goodwill and **Duluth Adult Education** agree to collaborate and provide services as detailed above to participants of the federal YouthBuild grant as outlined above. All parties have read and acknowledged the required rules and regulations outlined in this MOU.

Lead Agency:

BY: _____ DATE: 8/31/26

Title: Dodie Brown, President & CEO, True North Goodwill

Partner Agency:

BY: _____ DATE: 9/14/26

Title: Exec. Dir. Finance & Operations

Docusign Envelope ID: 870AF61B-58C2-8C02-836A-1B75C0175903

MEMORANDUM OF UNDERSTANDING

Between Duluth Public School Dist. #709
And
Team Select Home Care

This agreement is between Team Select Home Care, 811 Glenwood Ave Suite 290, Minneapolis, Minnesota 55405, and Duluth Public School, 709 Portia Johnson Dr, Duluth MN 55811 and covers the School Year 2026/2027, 09/01/2026 – 08/31/2027.

Team Select Home Care provides nursing services to a student enrolled at Duluth ISD #709, [redacted] Team Select Home Care will send a nurse to accompany the student to school and provide direct nursing care per the agreement between said student's parent and Team Select Home Care. These services may happen at school while the nurse is volunteering and participating in the student's education program. It is the expectation of both the school district and Team Select Home Care that communication regarding the child's educational programming will occur between the parent and school staff.

Hiring and supervision of the nurse(s) will be the responsibility of Team Select Home Care, including verification of appropriate licensure, background checks and training. Team Select Home Care nursing staff will complete a volunteer application and agreement with Duluth ISD #709 and provide copies of the nurses background check and licensure. The nursing staff will participate in school activities as a volunteer and follow all ISD #709 volunteer policies and procedures.

Team Select Home Care will notify the ISD #709 contact person in advance of any change in the assigned nurse(s), including assignment of a substitute nurse, and said notice will include a start date, background check and copy of licensure. This will allow the district time to have the new or substitute nurse complete the volunteer application.

If Duluth School District #709 wishes to address concerns about a nurse who volunteers at school and while providing services to the enrolled student, they will follow the expectations of the volunteer policy and also contact Amber Kim, Director of Operations, at the following telephone number: 612-770-4177 or email address: amber.kim@tshc.com.

If Team Select Home Care wishes to address concerns about school based medical occurrences for the enrolled student, it will contact: Lora Thurston at the following telephone number: 218-336-8700, extension 3198 or email address: lora.thurston@isd709.org. If Team Select Home Care wishes to address concerns regarding the volunteer policies or procedures it will contact: Rebecca Lester at the following telephone number: 218-336-8700, extension 3144 or email address: rebecca.lester@isd709.org. There will be no fees associated with Team Select Home Care Nursing staff providing volunteer services to the identified student for the duration of the school year 2026/2027 as these services are separate from the school-based nursing services offered at Duluth ISD # 709. Team Select Home Care nurses will be

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participating in Duluth ISD #709 educational services as a volunteer for the specific identified student.

Duluth ISD #709 will provide Team Select Home Care with a current school calendar showing the days when school is in session for the identified student and a copy of the volunteer application and policy.

This MOU agreement can be canceled at any time, by either party.

Duluth ISD #709	Team Select Home Care
Kara Thurston	Timothy Hart
Signature	Timothy Hart, Vice President of Payor Relations
9/15/2026	9/10/2026
Date	Date
Erinne Zmich	[redacted]
Signature	
9/16/26	9/10/2026 | 11:47 AM CDT
Date	Date

Change Orders Signed
September 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**
Harbor City Masonry	Facilities	Additional work on elevator openings at DCES (+$8,201.12)
Sorlie Acoustics	Facilities	3rd floor IT room ceiling and change to drop ceiling at DCES (+$3,899.00)
Intercon Group, Inc.	Facilities	Corner Guards, June field work orders, Intercon July FWO at DCES (+$8,523.50)
CFS Interiors & Flooring	Facilities	Return 40 sheets of wood underlayment – excess material not needed for project (-$793.00)
CFS Interiors & Flooring	Facilities	Addition of VCT vinyl base to multiple rooms, skim coating, demo existing carpet to install new carpet, trip charges at DCES (+$19,820.00)
CFS Interiors & Flooring	Facilities	Addition of Vinyl base to multiple rooms, additional prep/self-leveling needed to existing wood underlayment in classrooms at DCES (+$20,360.00)
CFS Interiors & Flooring	Facilities	Use/order VCT in lieu of CPT in multiple rooms, replaced damaged carpet due to water leak at DSCE (+$5,360.00)
CFS Interiors & Flooring	Facilities	Add second skim coat to multiple rooms, demo rubber tile outside of multiple rooms and damaged VCT at DCES ($+14,545.00)
Century Fence	Facilities	Remove existing line posts, top railing, and dispose of all damaged materials. Re-install new line posts at Denfeld HS ($+8,980.00)

ISD 709 Duluth Public Schools

CCO #003

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

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #003: Harbor City CO #003

CONTRACT COMPANY:	**Harbor City Masonry** 310 S Central Ave Duluth, Minnesota 55807	**CONTRACT FOR:**	S23075-002:WS 02 - Masonry
DATE CREATED:	8/23/2026	**CREATED BY:**	Jason Filipek **(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:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$8,201.12

DESCRIPTION:
CE #057 - #47: Existing elevator openings: $8,201.12

ATTACHMENTS:
2025-15 - HCM COR 8.pdf

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.03 - WS 02 - Harbor City Masonry		Other	$ 8,201.12
			Subtotal:	$8,201.12
			Grand Total:	**$8,201.12**

The original (Contract Sum)	$ 189,435.00
Net change by previously authorized Change Orders	$ 17,922.17
The contract sum prior to this Change Order was	$ 207,357.17
The contract sum would be changed by this Change Order in the amount of	$ 8,201.12
The new contract sum including this Change Order will be	$ 215,558.29
The contract time will not be changed by this Change Order by	

DS
BB

Harbor City Masonry
310 S Central Ave
Duluth Minnesota 55807
DocuSigned by:
Roger Anderson 8/26/2026
3335B3A29C3F4C7...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 8/26/2026
F29F9BF62B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 8/26/2026
3DAA69D5EB545E...
SIGNATURE **DATE**

Docusign Envelope ID: 259B8B6F-077A-890E-829D-4DD5DA3CBFA9

Harbor City Masonry, Inc.

310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

June 26, 2026

CHANGE ORDER REQUEST

PROJECT:	DNT Building Renovation Duluth, MN	HCM PROJECT HCM COR	2025-15 8
CONTRACTOR:	ICS 525 South Lake Avenue, Suite 222 Duluth, MN 55802	GC CONTRACT GC COR ATTN:	 Jason Filipek

The change is as follows: **HCM Extra Work**

Block in elevator doors

Material	Description	units	total units	cost/unit	total
Block in elevator doors	12" CMU	block	84.00	$3.64	$305.76
	Spec Mix Mortar	bags	12.00	$15.00	$180.00
	Spec Mix Corefill	bags	40.00	$15.00	$600.00
				Subtotal of Material	$1,085.76

Labor	Description	units	total units	cost/unit	total
6/3/2026	Operator (Jeff Berlin) (Overtime) (Load Truck)	hrs.	1.50	$190.00	$285.00
6-4-26 Floors 2 & 3	Working Foreman (Tony Oion)	hrs.	6.75	$150.00	$1,012.50
	Bricklayer (Nick Nylund)	hrs.	6.75	$140.00	$945.00
	Operator (Travis Anderson) (work on site, unload truck and Restock tools at warehouse)	hrs.	8.00	$140.00	$1,120.00
6-26-26 Floors 1	Working Foreman (Tony Oion)	hrs.	3.25	$150.00	$487.50
	Operator (Travis Anderson) (Load Truck, work on site, unload truck and Restock tools at warehouse)	hrs.	8.00	$140.00	$1,120.00
				Subtotal of Labor	$4,685.00

Equipment	Description	units	total units	cost/unit	total
	Scaffolding & Small Specialized Equipment (Tied to labor total cost)	8% of labor	$4,685.00	8%	$374.80
	Pickup Truck	days	2.00	$ 150.00	$300.00
	Forklift	days	2.00	$375.00	$750.00
	Drill & Paddle	days	2.00	$50.00	$100.00
	Saw	days	2.00	$80.00	$160.00
				Subtotal of Equipment	$1,684.80

Subtotal COR #	8	$7,455.56
10% Profit & Overhead		$745.56
Total COR #	**8**	**$8,201.12**

OE

Docusign Envelope ID: 259B8B6F-077A-890E-829D-4DD5DA3CBFA9

HIC Harbor City Masonry, Inc.
310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 6-3-26 & 6-4-26 WORK FOR WEEK ENDING: 6-7-26

BILL TO: D.N.T.

ADDRESS:

PROJECT NAME:

LOCATION OF WORK: Block in Elevator doors level 2 + 3

NATURE OF WORK:

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	3 W	4 TH	5 F	SA	TOTAL HOURS	RATE	TOTAL
~~Jeff Berlin~~	operator			1 1/2 OT.						
Tony Dien	Foreman				6 3/4					
Nick Nylund	Bricklayer				6 3/4					
Travis ~~Christian~~	operator				8					
								LABOR SUB-TOTAL		$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
	56-12" CMU		
	12 Specmix mortar		
	40 Specmix coarse fill		
		MATERIAL & EQUIPMENT SUB-TOTAL	$

PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

FIELD WORK SUB-TOTAL $

PROFIT @ ____ % $

OVERHEAD @ ____ % $

TOTAL BILLED $

Harbor City Masonry
P.O. box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Jeffrey Berlin EMPLOYEE #: 2436 WEEK ENDING: 6-7-26

EMPLOYEE'S SIGNATURE: Jeffrey Berlin FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
SHOP			6:45	5:45		9:45	5:00		6:30	10:00					7:00	5:00								
Timber Hall			5:45	7:15		5:30	9:45		6:00	6:45		6:00	12:30											
Eagan									12:30	4:30														
DNT									4:30	6:00														
Demolitions									10:00	12:30		12:30	5:15											
Total Hours Worked			12			11			11.75			11.25	No Lunch		9.5									55.5

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
BRICKLAYER	B
OPERATOR	O
LABORER	L
CEMENT FINISHER	CM
CARPENTER	C
TRUCK DRIVER	T
IRON WORKER	I

VEHICLE CODES	
FULL SIZED PICK-UP	P
MINI SIZED PICK-UP	M
CAR	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
4004a	4" Labor Above
4004b	4" Labor Below
4006a	6" Labor Above
4006b	6" Labor Below
4008a	8" Labor Above
4008b	8" Labor Below

W/C	DESCRIPTION
4009	Styrofoam Labor
4010a	10" Labor Above
4010b	10" Labor Below
4012a	12" Labor Above
4012b	12" Labor Below
4016a	16" Labor Above
4016b	16" Labor Below
4104	4" Glazed Labor
4106	6" Glazed Labor
4108	8" Glazed Labor
4110	10" Glazed Labor
4112	12" Glazed Labor
4201	Precast

W/C	DESCRIPTION
4202	Stone
4304	4" RF Labor
4306	6" RF Labor
4308	8" RF Labor
4310	10" RF Labor
4312	12" RF Labor
4404	4" Burnished
4406	6" Burnished
4408	8" Burnished
4410	10" Burnished
4412	12" Burnished
4960	Tuck Pointing
5000	Rub Walls

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Harbor City Masonry
P.O. Box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Tony Olson EMPLOYEE #: 4258 WEEK ENDING: 6 7 22

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
Cabanas	0108	B				7:00	3:00																	
Cabanas	0108	B							7:00	3:00														
OUT												7:00	1:45											
Total Hours Worked						6			8			6 3/4												

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
BRICKLAYER	B
OPERATOR	O
LABORER	L
CEMENT FINISHER	CM
CARPENTER	C
TRUCK DRIVER	T
UNION WORKER	I
SUPERINTENDENT	S

VEHICLE CODES	
SMALL SIZED PICK-UP	P
MEDIUM SIZED PICK-UP	M
TRAILER	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
4004a	4" Labor Above
4004b	4" Labor Below
4006a	6" Labor Above
4006b	6" Labor Below
4008a	8" Labor Above
4008b	8" Labor Below

W/C	DESCRIPTION
4009	Styrofoam Labor
4010a	10" Labor Above
4010b	10" Labor Below
4012a	12" Labor Above
4012b	12" Labor Below
4016a	16" Labor Above
4016b	16" Labor Below
4104	4" Glazed Labor
4106	6" Glazed Labor
4108	8" Glazed Labor
4110	10" Glazed Labor
4112	12" Glazed Labor
4201	Precast

W/C	DESCRIPTION
4202	Stone
4304	4" RF Labor
4306	6" RF Labor
4308	8" RF Labor
4310	10" RF Labor
4312	12" RF Labor
4404	4" Burnished
4406	6" Burnished
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4960	Tuck Pointing
5000	Rub Walls

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Harbor City Masonry
P.O. Box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Nick Lyford EMPLOYEE #: 4357 WEEK ENDING: 6/7/26

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
Embarrass	0500	B				7:00	3:00																	
Zim Bldrs	0100	B							7:00	3:00														
D.N.T												7:00	1:45											
Total Hours Worked						8			8			6 3/4												

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
ICKLAYER	B
ERATOR	O
BORER	L
MENT FINISHER	CM
RPENTER	C
UCK DRIVER	T
ON WORKER	I
PERINTENDENT	S

VEHICLE CODES	
LL SIZED PICK-UP	P
NI SIZED PICK-UP	M
R	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
4004a	4" Labor Above
4004b	4" Labor Below
4006a	6" Labor Above
4006b	6" Labor Below
4008a	8" Labor Above
4008b	8" Labor Below

W/C	DESCRIPTION
4009	Styrofoam Labor
4010a	10" Labor Above
4010b	10" Labor Below
4012a	12" Labor Above
4012b	12" Labor Below
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4016b	16" Labor Below
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4201	Precast

W/C	DESCRIPTION
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Harbor City Masonry
P.O. Box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Travis Anderson EMPLOYEE #: 0004 WEEK ENDING: 6.7.20

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
Embassy		O				7:00	3:00		7:00	3:00														
DNT		O										7:00	3:00											
Total Hours Worked						8			8			8												

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
SKLAYER	B
RATOR	O
ORER	L
ENT FINISHER	CM
PENTER	C
CK DRIVER	T
T WORKER	I
ERINTENDENT	S

VEHICLE CODES	
SIZED PICK-UP	P
SIZED PICK-UP	M
	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
4004a	4" Labor Above
4004b	4" Labor Below
4006a	6" Labor Above
4006b	6" Labor Below
4008a	8" Labor Above
4008b	8" Labor Below

W/C	DESCRIPTION
4009	Styrofoam Labor
4010a	10" Labor Above
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4012b	12" Labor Below
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Harbor City Masonry, Inc.
310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 6·26·26 WORK FOR WEEK ENDING: 6·28·26

BILL TO: DMT.

ADDRESS:

PROJECT NAME:

LOCATION OF WORK: First Floor Elevator

NATURE OF WORK: Blocking in Elevator Door

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	W	TH	F	SA	TOTAL HOURS	RATE	TOTAL
Tony Olen						3½				
Travis Anderson						8				
							LABOR SUB-TOTAL			$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Cutting Block and	24 12" Block		
Laying Block on			
Elevator Door			
	MATERIAL & EQUIPMENT SUB-TOTAL		$

PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

FIELD WORK SUB-TOTAL $

PROFIT @ ____ % $

OVERHEAD @ ____ % $

TOTAL BILLED $

Harbor City Masonry
P.O. box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Tony Olen EMPLOYEE #: 4258 WEEK ENDING: 6.28.26.

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
D.U.T	4012A	B													7:00	10:15								
Total Hours Worked															3 1/4									

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
BRICKLAYER	B
OPERATOR	O
LABORER	L
CEMENT FINISHER	CM
CARPENTER	C
TRUCK DRIVER	T
IRON WORKER	I

VEHICLE CODES	
FULL SIZED PICK-UP	P
MINI SIZED PICK-UP	M
CAR	C

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W/C	DESCRIPTION
2014	Heat & Cover Labor
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4006b	6" Labor Below
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Harbor City Masonry
P.O. box 7125
Duluth, MN 55807
(218) 628-3686

EMPLOYEE WEEKLY TIME CARD

EMPLOYEE NAME: Travis Anderson EMPLOYEE #: 0004 WEEK ENDING: 6.28.26

EMPLOYEE'S SIGNATURE: _____ FORMAN'S SIGNATURE: _____

Job Name or Number	W/C	E	MONDAY START	MONDAY END	V	TUESDAY START	TUESDAY END	V	WEDNESDAY START	WEDNESDAY END	V	THURSDAY START	THURSDAY END	V	FRIDAY START	FRIDAY END	V	SATURDAY START	SATURDAY END	V	SUNDAY START	SUNDAY END	V	TOTAL
D.N.T		C													7:00	3:00								
Total Hours Worked																8								

NOTE: this time card must be received in the office no later than 8:00 A. M. on the Tuesday following the week-ending date or your paycheck will not be issued until the following week. NO EXCEPTIONS

EMPLOYEE CODES	
ICKLAYER	B
ERATOR	O
BORER	L
MENT FINISHER	CM
RPENTER	C
UCK DRIVER	T
ON WORKER	I

VEHICLE CODES	
L SIZED PICK-UP	P
I SIZED PICK-UP	M
R	C

You must have permission from Roger Anderson or your superior for vehicle use

W/C	DESCRIPTION
2014	Heat & Cover Labor
3000	Footings
3002	Slabs
3006	CIP Walls
4000	Glass block Labor
4001m	Brick Labor
4002	Grout/corefill Labor
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W/C	DESCRIPTION
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4010a	10" Labor Above
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Certificate Of Completion

Envelope Id: 259B8B6F-077A-890E-829D-4DD5DA3CBFA9
Subject: Duluth DNT Harbor City CO #003
Source Envelope:
Document Pages: 10
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 1

Status: Completed

Envelope Originator:
Bekah Fuchs
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413
bekah.fuchs@ics-builds.com
IP Address: 34.225.141.179

Record Tracking

Status: Original
8/25/2026 2:45:15 PM

Holder: Bekah Fuchs
bekah.fuchs@ics-builds.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jason Filipek jason.filipek@ics-builds.com Security Level: Email, Account Authentication (None)	Signed by: Jason Filipek F29F9BF62B28427... Signature Adoption: Pre-selected Style Using IP Address: 174.213.251.161	Sent: 8/25/2026 2:47:10 PM Viewed: 8/26/2026 6:56:04 AM Signed: 8/26/2026 6:56:10 AM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 6:56:04 AM ID: 67e0e747-8da6-4b0a-b384-70fd7b17fc5b		
Roger Anderson roger@harborcitymasonry.com President Harbor City Masonry Inc Security Level: Email, Account Authentication (None)	DocuSigned by: Roger Anderson 3355B3A29C5F4C7... Signature Adoption: Pre-selected Style Using IP Address: 208.107.174.27 Signed using mobile	Sent: 8/26/2026 6:56:12 AM Viewed: 8/26/2026 7:32:17 AM Signed: 8/26/2026 7:32:52 AM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 7:32:17 AM ID: 0464a970-eb1b-4cd4-943a-789de77359c0		
Bryan Brown bryan.brown@isd709.org Security Level: Email, Account Authentication (None)	DS BB Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.237	Sent: 8/26/2026 7:32:53 AM Viewed: 8/26/2026 9:28:10 AM Signed: 8/26/2026 9:28:17 AM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 9:28:10 AM ID: 08018a24-29d2-495c-9898-bc5425787da4		
Simone Zunich simone.zunich@isd709.org Executive Director Business Services ISD 709 Duluth Public Schools Security Level: Email, Account Authentication (None)	Signed by: Simone Zunich 3DAA69D6FEB545E... Signature Adoption: Pre-selected Style Using IP Address: 68.112.116.180	Sent: 8/26/2026 9:28:19 AM Viewed: 8/26/2026 1:44:54 PM Signed: 8/26/2026 1:45:19 PM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 1:44:54 PM ID: 2a1f590b-8399-42f2-9bc1-cd8078224e10		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/25/2026 2:47:10 PM
Certified Delivered	Security Checked	8/26/2026 1:44:54 PM
Signing Complete	Security Checked	8/26/2026 1:45:19 PM
Completed	Security Checked	8/26/2026 1:45:19 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ICS Consulting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ICS Consulting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: karin.borowicz@ics-consult.com

To advise ICS Consulting of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at karin.borowicz@ics-consult.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from ICS Consulting
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with ICS Consulting

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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ISD 709 Duluth Public Schools

CCO #004

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

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #004: Sorlie CO #004

CONTRACT COMPANY:	**Sorlie Acoustics** 4729 Martin Road Duluth, Minnesota 55803	**CONTRACT FOR:**	S23075-009:WS 09 - Acoustical Ceilings
DATE CREATED:	8/23/2026	**CREATED BY:**	Jason Filipek **(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:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$3,899.00

DESCRIPTION:
CE #094 - 3rd floor IT room ceiling: $3,899.00
change to drop ceiling

ATTACHMENTS:
RFI #53-ISD 709-3rd Floor IT Room (1).pdf

CHANGE ORDER LINE ITEMS:
CCO #004

#	Cost Code	Description	Type	Amount
1	05-5.09 - WS 09 - Sorlie Acoustics		Other	$ 3,899.00
			Subtotal:	$3,899.00
			Grand Total:	**$3,899.00**

The original (Contract Sum)	$ 190,685.00
Net change by previously authorized Change Orders	$ 5,651.00
The contract sum prior to this Change Order was	$ 196,336.00
The contract sum would be changed by this Change Order in the amount of	$ 3,899.00
The new contract sum including this Change Order will be	$ 200,235.00
The contract time will not be changed by this Change Order by	

DS
BB

Sorlie Acoustics
4729 Martin Road
Duluth Minnesota 55803
DocuSigned by:
Matt Olin 8/26/2026
F4D9E7AD5D4E40C...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 8/26/2026
F29E9BEB2B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Burich 8/27/2026
3DAA69D6FED545E...
SIGNATURE **DATE**

Docusign Envelope ID: 8330185D-A126-8183-814B-A8B6D99BE9D8

SORLIE
ACOUSTICS INC.
4729 MARTIN RD.
DULUTH, MN 55803

Phone : (218) 733-7055
Email : mattolin@sorlieacoustics.com

To: ICS Consulting, LLC From: Matt Olin
Name: Jason Filipek Date Sent: 7/8/2026

Project: Duluth Public Schools, ISD #709 – Education Center

Subject: RFI #53 – 3rd Floor IT Room
Add ceiling tile and grid to room #303
Ceiling tile type: USG #2210 Radar – 2'x2'x5/8" SQ edge
Ceiling grid type: USG DX 15/16"

ADD $3,899.00

Materials = $899.00
Labor = $3,000.00

Submitted by: Matt Olin

X _____

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Subject: Duluth DNT Sorlie CO #004
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1331 Tyler Street N.E., Suite 101
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bekah.fuchs@ics-builds.com
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Jason Filipek jason.filipek@ics-builds.com Security Level: Email, Account Authentication (None)	Signed by: Jason Filipek F29F9BF62B28427... Signature Adoption: Pre-selected Style Using IP Address: 4.43.197.146	Sent: 8/25/2026 1:52:33 PM Viewed: 8/26/2026 11:57:41 AM Signed: 8/26/2026 11:57:46 AM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 11:57:41 AM ID: 5e190cbd-f70d-483e-a99a-664ce0b3299d		
Matt Olin mattolin@sorlieacoustics.com President Sorlie Acoustics Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Matt Olin F4D9F74D6D4E40C... Signature Adoption: Pre-selected Style Using IP Address: 67.3.24.209	Sent: 8/26/2026 11:57:48 AM Viewed: 8/26/2026 12:59:56 PM Signed: 8/26/2026 1:00:15 PM
Electronic Record and Signature Disclosure: Accepted: 8/26/2026 12:59:56 PM ID: 3d26423b-41b0-4975-a7ac-131e64a59d44		
Bryan Brown bryan.brown@isd709.org Security Level: Email, Account Authentication (None)	DS BB Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.237	Sent: 8/26/2026 1:00:17 PM Viewed: 8/27/2026 6:40:13 AM Signed: 8/27/2026 6:40:18 AM
Electronic Record and Signature Disclosure: Accepted: 8/27/2026 6:40:13 AM ID: 24e728d8-9ad8-43e7-b4ea-5adb66dfa54b		
Simone Zunich simone.zunich@isd709.org Executive Director Business Services ISD 709 Duluth Public Schools Security Level: Email, Account Authentication (None)	Signed by: Simone Zunich 3DAA69D6FEB545E... Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.242	Sent: 8/27/2026 6:40:21 AM Viewed: 8/27/2026 9:59:54 AM Signed: 8/27/2026 10:00:05 AM
Electronic Record and Signature Disclosure: Accepted: 8/27/2026 9:59:54 AM ID: 3425654d-a296-4ef0-8f40-6fba879d69e9		

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Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/25/2026 1:52:33 PM
Certified Delivered	Security Checked	8/27/2026 9:59:54 AM
Signing Complete	Security Checked	8/27/2026 10:00:05 AM
Completed	Security Checked	8/27/2026 10:00:05 AM
Payment Events	**Status**	**Timestamps**
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All notices and disclosures will be sent to you electronically

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ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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ISD 709 Duluth Public Schools

CCO #013

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

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #013: Intercon CO #013

CONTRACT COMPANY:	**Intercon Group, Inc.** 1775 Shilhon Road Duluth, Minnesota 55804	**CONTRACT FOR:**	S23075-003:WS 03 - General Construction
DATE CREATED:	8/10/2026	**CREATED BY:**	Jason Filipek **(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:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$8,523.50

DESCRIPTION:
CE #088 - corner guards: $2,579.50

CE #091 - June Field Work Orders: $1,980.00

CE #100 - Intercon- July FWO: $3,964.00

ATTACHMENTS:
ISD 709 DNT Reno. COR 35 Field WO for June 2026.pdf

CHANGE ORDER LINE ITEMS:
CCO #013

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	corner guards	Other	$ 2,579.50
2	05-5.04 - WS 03 - Intercon Group	June Field Work Orders	Other	$ 1,980.00
3	05-5.04 - WS 03 - Intercon Group	July Field Work Orders	Other	$ 3,964.00
			Subtotal:	$8,523.50
			Grand Total:	**$8,523.50**

The original (Contract Sum)	$ 3,275,480.00
Net change by previously authorized Change Orders	$ 347,118.31
The contract sum prior to this Change Order was	$ 3,622,598.31
The contract sum would be changed by this Change Order in the amount of	$ 8,523.50
The new contract sum including this Change Order will be	$ 3,631,121.81
The contract time will not be changed by this Change Order by	

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ISD 709 Duluth Public Schools

CCO #013

DS
BB

Intercon Group, Inc.
1775 Shilhon Road
Duluth Minnesota 55804
Signed by:
Brian Lobbestael 8/12/2026
0C58F94A8E9342D...
SIGNATURE DATE

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 8/12/2026
F23F9BF02B28427...
SIGNATURE DATE

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Zunich 8/12/2026
3DAA60D6FEB545E...
SIGNATURE DATE

Docusign Envelope ID: BE5F9420-13AB-8F17-8306-AE0B80236965

CHANGE ORDER REQUEST

DATE: June 29, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 35 Field WO for June 2026

COR # 35

Field WO 2108

Install ¼" plywood at base of walls in bathrooms 145, 149, 240, 241, 242 & 243 for epoxy application

LABOR - (15) Carp Hrs. @ $120.00 ea	$ 1,800.00
Intercon Markup 10%	$ 180.00
TOTAL	$ 1,980.00
TOTAL COR # 35	$ 1,980.00

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

docusign

Certificate Of Completion

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Subject: Duluth DNT Intercon CO #013
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 1

Status: Completed

Envelope Originator:
Bekah Chapman
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413
bekah.chapman@ics-builds.com
IP Address: 54.146.192.81

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bekah.chapman@ics-builds.com

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Jason Filipek jason.filipek@ics-builds.com Security Level: Email, Account Authentication (None)	Signed by: Jason Filipek F29F9BF62B28427... Signature Adoption: Pre-selected Style Using IP Address: 4.43.197.146	Sent: 8/11/2026 3:12:18 PM Viewed: 8/12/2026 9:11:59 AM Signed: 8/12/2026 9:12:06 AM
Electronic Record and Signature Disclosure: Accepted: 8/12/2026 9:11:59 AM ID: c482f54e-e925-4840-b1ec-16672111abc7		
Brian Lobbestael brian@intercongroupinc.com President Intercon Group Inc. Security Level: Email, Account Authentication (None)	Signed by: Brian Lobbestael 0C58F94A8E9342D... Signature Adoption: Pre-selected Style Using IP Address: 64.188.165.137	Sent: 8/12/2026 9:12:07 AM Viewed: 8/12/2026 11:31:17 AM Signed: 8/12/2026 11:32:08 AM
Electronic Record and Signature Disclosure: Accepted: 8/12/2026 11:31:17 AM ID: 73c448c6-db97-4999-992b-9917c2805339		
Bryan Brown bryan.brown@isd709.org Security Level: Email, Account Authentication (None)	DS BB Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.237	Sent: 8/12/2026 11:32:09 AM Viewed: 8/12/2026 12:07:36 PM Signed: 8/12/2026 12:07:42 PM
Electronic Record and Signature Disclosure: Accepted: 8/12/2026 12:07:36 PM ID: 9c7995c0-1e69-4fea-b20d-a262965a4856		
Simone Zunich simone.zunich@isd709.org Executive Director Business Services ISD 709 Duluth Public Schools Security Level: Email, Account Authentication (None)	Signed by: Simone Zunich 3DAA69D6FEB545E... Signature Adoption: Pre-selected Style Using IP Address: 24.158.25.235	Sent: 8/12/2026 12:07:44 PM Viewed: 8/12/2026 1:32:01 PM Signed: 8/12/2026 1:32:19 PM
Electronic Record and Signature Disclosure: Accepted: 8/12/2026 1:32:01 PM ID: 686d394d-c419-44f4-a63f-ad86c5570bce		

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Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/11/2026 3:12:18 PM
Certified Delivered	Security Checked	8/12/2026 1:32:01 PM
Signing Complete	Security Checked	8/12/2026 1:32:19 PM
Completed	Security Checked	8/12/2026 1:32:19 PM
Payment Events	**Status**	**Timestamps**
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ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ICS Consulting as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ICS Consulting during the course of my relationship with you.

INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator:
Admin: Kayla Labat
Revision #:
Date: 9/22/2026 *Bid Due Date:* 9/22/2026
Plan Date: *Addendum :*

To	*Project*
ISD 709 DULUTH PUBLIC SCHOOLS 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 Phone:	Denfeld High School – Wood Underlayment 401 44th Ave West Duluth, MN 55807

PO# 01527029

Scope

Return 40 Sheets of Wood Underlayment, (excess material not needed for project).

TOTAL (APPLICABLE TAX INCLUDED) ($ 793.00)

PROPOSAL TOTAL ($ 793.00)

THIS QUOTE DOES NOT INCLUDE POTENTIAL TARIFF INCREASE, AND IS SUBJECT TO CHANGE. PRICING ADJUSTMENTS WILL BE MADE TO REFLECT CHANGES IN TRADE REGULATIONS OR GOVERNMENT-IMPOSED FEES

With the exception of imposed tariffs, quotes are good for 30 days.

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WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

1. P&I (PRODUCT & INSTALLATION) **ISD 709 DULUTH PUBLIC SCHOOLS**

Signed: _____ ***Signed:*** _____

JEFF NEYSSEN

Proposal Total: ($793.00) ***Proposed Installation Start Date:*** _____

cfs
INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator:
Admin: Kayla Labat
Revision #:
Date: 9/11/2026 *Bid Due Date:* 9/11/2026
Plan Date: *Addendum :*

PO # 01527031

To

ISD 709 DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811
Phone:

Project

Myers Wikins Elementary, Job # 119904 ADD
1027 NORTH 8TH AVENUE EAST
DULUTH, MN 55805

Scope

Add VCT & Vinyl Base to Calming Rooms # 224A & 315B.

Add VCT & Vinyl Base to Room # 314,

Add for 2nd Skim Coat needed for VCT installation in Rooms # 309, 314, 316, 324, 325 & 326.

Add to Add Carpet Circle in Music Room.

Add to Demo existing Carpet & Install Owners Carpet behind Desk in Office.

Add for additional Trip Charges & Per Diem necessary for February work.

Add for additional Demo Dumpster needed for February Work.

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**19,820.00**
PROPOSAL TOTAL	**$**	**19,820.00**

Bryan J. Bruns
9/15/26

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WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

1. P&I (PRODUCT & INSTALLATION)

Signed: JEFF NEYSSEN

Proposal Total: $19,820.00

ISD 709 DULUTH PUBLIC SCHOOLS

Signed: _____

Proposed Installation Start Date: _____

cfs
INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator:
Admin: Kayla Labat
Revision #:
Date: 9/11/2026 *Bid Due Date:* 9/11/2026
Plan Date: *Addendum :*

PO # 01527029

To

ISD 709 DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811
Phone:

Project

Adds to Denfeld High School
401 North 44th Avenue West
Duluth, MN 55807

Add VCT & Vinyl Base to Office in Choir Room, Room # 2110.

Add VCT & Vinyl Base to Make Up Room # 30, in Choir Room.

Add for additional Prep/Self Leveling needed to existing Wood Underlayment in Classrooms.

Add to use VCT color # 569 Ebony, in lieu of original VCT colors selected & ordered/received for the Lecture Hall.

Add to remove & replace VCT Damaged by others in the Lecture Hall.

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**20,360.00**
PROPOSAL TOTAL	**$**	**20,360.00**

Byron J. Anderson 9/15/26

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WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

1. P&I (PRODUCT & INSTALLATION)

Signed: _____

JEFF NEYSSEN

Proposal Total: $20,360.00

ISD 709 DULUTH PUBLIC SCHOOLS

Signed: _____

Proposed Installation Start Date: _____

cfs
INTERIORS & FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: JEFF NEYSSEN
Estimator:
Admin: Kayla Labat
Revision #:
Date: 9/14/2026 *Bid Due Date:* 9/14/2026
Plan Date: *Addendum :*

PO # 01527083

To
ISD 709 DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811

Phone:

Project
ISD # 709 Duluth: DNT Building - ADDS
JOB #119963
424 WEST FIRST STREET
DULUTH, MN 55082

Use/ Order VCT in Lieu of CPT -9 in Rooms # 132, 133, 134, 136, 137 & 140, (after VCT was ordered & received, owner decided only Room # 133 is to use VCT. Excess VCT to be turned over to owner as attic stock).

Replace Damaged Carpet due to water leak/flood in Rooms # 135 & 141.

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**5,360.00**
PROPOSAL TOTAL	**$**	**5,360.00**

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WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Bryan J. Brown 9/15/26

1. P&I (PRODUCT & INSTALLATION) **ISD 709 DULUTH PUBLIC SCHOOLS**

Signed: _____ ***Signed:*** _____

JEFF NEYSSEN

Proposal Total: $5,360.00 ***Proposed Installation Start Date:*** _____

cfs
INTERIORS + FLOORING
940 Apollo Road, Suite 110
Eagan , MN 55121
Ph : (651) 681-8100 Fax: (651) 681-1385

Proposal

Attn: BRYAN BROWN
From: Kayla Labat
Estimator:
Admin:
Revision #:
Date: 8/26/2026 *Bid Due Date:* 8/26/2026
Plan Date: *Addendum :*

PO # 01527032

To

ISD 709 DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811
Phone:

Project

STOW ELEMENTARY, JOB #119961 ADD
715 101ST AVE WEST
DULUTH, MN 55808

Add second Skim Coat to Rooms # 1,3, 5, 6, 19, 22 & Hallways.

Demo Rubber Tile outside of Rooms # 27, 28 & 29.

Demo damaged VCT,(damaged by others), & Reinstall new VCT in Room # 38.

TOTAL (APPLICABLE TAX INCLUDED)	**$**	**14,545.00**
PROPOSAL TOTAL	**$**	**14,545.00**

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WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

1. P&I (PRODUCT & INSTALLATION) **ISD 709 DULUTH PUBLIC SCHOOLS**

Signed: Jeff Neyssen ***Signed:*** Byron J. Bum

Proposal Total: $14,545.00 ***Proposed Installation Start Date:***

Simone Zunich

Change Order Quote

Century Fence Company
14839 Lake Dr NE
Forest Lake, MN 55025

Quote To:
Heather Morberg
DULUTH PUBLIC SCHOOLS
709 PORTIA JOHNSON DR.
DULUTH, MN 55811

Project Location:
Duluth Public Schools-Denfeld School Fence Repair-Duluth, MN
46.747079-92.159834
Duluth Public Schools-Denfeld School Fence Repair-Duluth, MN
Duluth, MN 55807

Quote #: 37912
PCO #: 1
Quote Date: 09/14/2026

Description
Remove existing line posts, top railing, bottom railing, and dispose of all damaged materials.
Re-install new line posts air driven 60" in depth with top and bottom railing.

Quote Total: $8,980.00

Quote Valid For 15 days

Buyer's Signature: _____ **Date:** 9/14/26

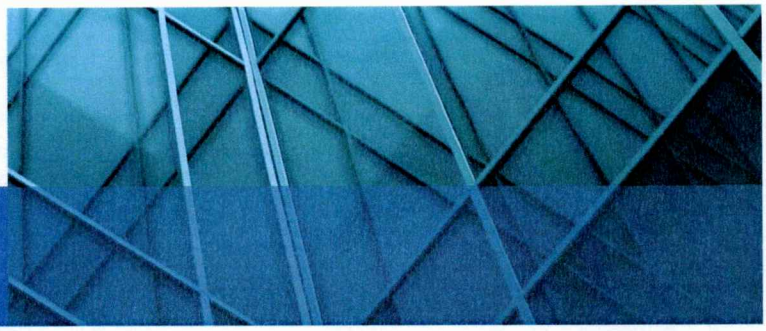
Submitted by: Nathan Horner

Nathan Horner

This quote when accepted in writing by purchaser and by Century Fence Company includes the terms and conditions set forth on www.centuryfence.com which are incorporated by reference and becomes a contract between two parties. If

Docusign Envelope ID: 3F761F24-11CA-8B60-8390-D19A687D356C

mntrust



CLOSE SUB-ACCOUNT/MASTER AUTHORIZATION

SECTION A: ACCOUNT INFORMATION

1. Participant Name: Duluth ISD 709
2. Master Account Number: MN02-30128
3. Name of Sub-Account to be Closed (Example: General, Water, Reserves): 2021D Facility Maintenance Bonds (0211)
4. Name of Master Account to be Closed (includes all sub-accounts): N/A
5. Effective Date of Closing: 9/17/26
6. Reason for Closing: Funds spent down.

SECTION B: TRANSACTIONS

7. If there is a balance, please specify payout method:

☑ **Transfer balance to Internal MNTrust Sub-Account**
Transfer the balance of the closed account (plus accrued interest) to:
MNTrust Sub-Account Name: General
MNTrust Sub-Account Number: 0101

☐ **Same-Day Fed Wire Redemption**
Wire ID Number:

☐ **Next-Day ACH (Automated Clearing House) Redemption**
ACH ID Number:

SECTION C: AUTHORIZATION

This section must be signed by an authorized individual. An authorized individual is a person who has been granted authorization to close an account (as designated on the Primary Contact Information form or the Authorized Personnel Information form).

Signature: Signed by: Simone Zunich EGA9815784064D8... Date: 9/16/2026

Printed Name: Simone Zunich Phone: (218) 336-1079

Title: Exec. Dir. of Business Svs. Email: Simone.Zunich@isd709.org

Send completed forms to your PMA representative or to gps@pmanetwork.com

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	DSGW Architects	$200.00	Denfeld 100 Year Celebration	
Denfeld	ICS Consulting, LLC	$500.00	Denfeld 100 Year Celebration	
Denfeld	CMTA, Inc.	$500.00	Denfeld 100 Year Celebration	
Denfeld	Quality Collision	$500.00	Denfeld 100 Year Celebration	
Denfeld	Northland Consulting Engineers, LLP	$250.00	Denfeld 100 Year Celebration	
Denfeld	William Rhodes and Virginia Temple-Rhodes	$104.00	Denfeld Volleyball	Part of volleyball team fundraiser
Denfeld	Growth Strategies, Sascha Mansson	$500.00	Denfeld Volleyball	
Denfeld	A1 Landscaping LLC	$200.00	Denfeld Volleyball	
Denfeld	Western National Bank	$500.00	Denfeld 100 Year Celebration	
Districtwide	NAACP Duluth Branch	$750.00	Unity In Our Community	
Districtwide	Peace United Church of Christ	$1,000.00	Unity In Our Community	

Districtwide	Superior Choice Credit Union	$500.00	Unity In Our Community	
Headstart	Amanda Fitzsimmons	In-kind		Items donated: 11 nap cots: valued at approx. $250.00 had we had to buy them
Laura MacArthur	Nancy Elmore	In-kind		Previous Laura Mac School secretary for 25 years - building/classroom supplies (misc.)
Laura MacArthur	Centricity Credit Union	In-kind & $300.00	Building/Classroom supplies	they did a school supply drive and chose our school to receive the fund and supplies to donate
Laura MacArthur	Donald Harstad	In-kind	Misc. classroom supplies	previous Laura Mac Family
Laura MacArthur	Salem Lutheran Church	In-kind	Snacks for classroom	Salem Lutheran Church had a snack drive and brought s a very generous donation of snacks for our building - they partnered with Erika Drengler our amazing Phy Ed teacher. This is something our building is always in need of and greatly appreciate.
Myers-Wilkins	Myers-Wilkins Elementary PTO	$11,340	PlayWorks Youth Leadership Program	
Myers-Wilkins	Office Depot	$1,566.76 gift card to Office Depot	Office Depot	Sorry it is late; it came in over the summer and got missed in the chaos of the start of the year.
Ordean-East	Lutheran Church of Good Shepherd	In-kind	Bin of snacks	once snack bin is empty the church replenishes it another time throughout the school year.
Stowe	Donors Choose	In-kind	Kim Eaton - Donors Choose	Classroom supplies
Stowe	Kids In Need Foundation	In-kind	For teacher use	Supply a teacher kit

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Arrowhead Library System	Anna Rose	Lester Park Media Center	$250.00	Library Signage

FORM A

RESOLUTION OF GOVERNING BOARD SUPPORTING
FORM A APPLICATION TO MINNESOTA
STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in MSHSL athletics and fine arts;

WHEREAS, the Governing Board of Duluth Denfeld and East High School/ISD 709 recognizes the value of student participation in MSHSL athletics and fine arts; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools in recognizing, promoting and funding extracurricular participation by high school students in MSHSL athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of Duluth Denfeld and East High School/ISD 709 supports the school's application to the Minnesota State High School League Foundation for a FORM A grant to offset student activity fees.

Click or tap here to enter text.
Date 10.20.2026

_____
Board Chair/Head of School

Click or tap here to enter text. Date 10.20.2026

_____
Board Clerk – Treasurer/ Finance Director

E – 10 – 26 – 4188

October 20, 2026

FORM B

RESOLUTION OF SCHOOL BOARD/GOVERNING BOARD SUPPORTING

FORM B APPLICATION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in MSHSL athletics and fine arts;

WHEREAS, the Governing Board of Duluth Denfeld and East High School/ISD709 recognizes the value of student participation in MSHSL athletics and fine arts; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools to provide seminars/training opportunities or support for specific school functions for students/faculty members/officials and others who are involved in MSHSL athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of Duluth Denfeld and East High School/ISD709 supports the school's application to the Minnesota State High School League Foundation for a **FORM B** grant.

Click or tap here to enter text. Date 10.20.2026

_____
Board Chair/Head of School

Click or tap here to enter text.
Date 10.20.2026

_____
Board Clerk - Treasurer

A RESOLUTION submitted by an Activity Conference or Region Committee must adhere to the same form and context of the School Board Resolution above.