

Education Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, April 23, 2013

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Informational Items

A. Informational Presentations

1) Alternatives to Suspension Grant

Denfeld High School has received a \$20,000 grant from the Minnesota Department of Education to explore alternative school disciplinary practices that will maintain school safety while ensuring academic engagement and success for all students. Tonya Sconiers, Denfeld High School Principal, presented information on the to-date progress and plans for this project.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

B. Grant Applications

1) Edwin H. Eddy Family Foundation Grant: Educational Therapy Materials, Update Tests, Supplies, and Updated Technology

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The Special Services Department of Duluth Public Schools, on behalf of the sixteen District Speech/Language Pathologists, has submitted a grant proposal to the Edwin H. Eddy Family Foundation in the amount of \$19,674. If awarded, this grant will be used for the purchase of new materials, tests, supplies, and technology for children in this school district who have been identified as having very significant communication disorders. These children range in age from birth to age 21. Speech/Language Pathologists need to teach children in ways that the brain can learn language using different pathways. New technology and tools allow children to make new or different connections in the brain, resulting in children making sense out of their world through language.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

C. Regulation 3187-R - Internet Use Regulations

Revisions to Regulation 3187-R - Internet Use Regulations were present for

informational purposes only. Members of the Student Policy Committee were available to answer any questions.

D. Proposed Closed Campus for Lunch at High Schools

Administration is recommending that beginning with the 2013-14 school year both Denfeld and East High School campuses be closed during lunch-time for all 9-12 students. Ed Crawford, Laurie Knapp, and Tonya Sconiers were present to share information and discuss this recommendation.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

E. Regulation 4015R - Prohibiting Harassment, and Violence and Bullying 6

Attached are revisions to Regulation 4015R - Prohibiting Harassment, and Violence and Bullying for informational purposes only. Members of the Student Policy Committee were available to answer any questions.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

2. Action Items

A. Presentation Items Requiring Approval

1) Duluth Chargers LaCrosse Team Independent Provider Agreement Request 15

At the March 2013 Education Committee Meeting, Pat O'Connell and Andy Holak of the Duluth Chargers LaCrosse Team, presented information on the Team's request to enter into an Independent Provider Agreement with the Duluth Public Schools and are requesting that the Duluth School accept and approve this request at the April 23, 2013 School Board Meeting.

Recommendation: It is recommended that the Duluth School Board accept and approve this item.

2) Resolution E-04-13-3086 - Purpose of ISD 709 and Draft Community Vision Document for *Think Kids*: Values, Beliefs, Vision and Mission for ISD 709 26

Superintendent Bill Gronseth and Ron Lake presented Resolution E-04-13-3086 - Purpose of ISD 709 and Draft Community Vision Document for *Think Kids* - for review and adoption as the Vision, Beliefs, Values and Mission for Independent School District 709.

Recommendation: It is recommended that the Duluth School Board accept and adopt Resolution E-04-13-3086 - Purpose of ISD 709 and Draft Community Vision Document for Think Kids - for review and adoption as the Vision, Beliefs, Values and Mission for Independent School District 709.

a. 2013-14 Federal Head Start Grant Application 30

The Federal Head Start Grant proposal for FY 13-14 was approved by the Head Start Policy Council and was presented to the Duluth School Board by Pam Rees, Director of Head Start, for review and approval for submission.

Recommendation: It is recommended that the Duluth School Board accept and approve the FY 2013-14 Federal Head Start Grant Application for submission.

B. Policy 1140 - Tobacco-Free School District 39

Revisions to Policy 1140 - Tobacco-Free School District presented for the second reading. Members of the Student Policy Committee were present to answer any questions.

Recommendation: It is recommended that the Duluth School Board accept and approve Policy 1140 - Tobacco-Free School District for the second reading.

C. Policy 5085 - School Discipline Policy 42

Revisions to Policy 5085 - School Discipline Policy was presented for the first reading. Members of the Student Policy Committee were available to answer any questions.

Recommendation: It is recommended that the Duluth School Board accept and approve Policy 5085 School Discipline Policy for the first reading.

D. 6140.10 - Co-Curricular Activities Participation Fees 57

Attached are revisions to Policy 6140.10 - Co-Curricular Activities Participation Fees for the first reading. Activity Directors, Tom Pearson and Shawn Roed, were available to answer any questions.

Recommendation: It is recommended that the Duluth School Board accept and approve Policy 6140.10 - Co-Curricular Activities Participation Fees for the first reading.

E. Resolution E-04-13-3085 - Acceptance of Grant Awards to Duluth Public Schools 58

Attached is Resolution E-04-13-3085 - Acceptance of Grant Awards to Duluth Public Schools, to accept and approve grant awards from the following organizations:

Lloyd K. Johnson Foundation
Minnesota Literacy Council

Recommendation: It is recommended that the Duluth School Board accept and approve Resolution E-04-13-3085 - Acceptance of Grant Awards to Duluth Public Schools.

F. Extended Trip Requests

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Lowell Elementary School fourth grade students will be traveling to the Wolf Ridge Environmental Learning Center in Finland, Minnesota from April 24-26, 2013, where they will participate in a variety of outdoor hands-on activities. They will learn about the natural world and themselves and develop teaming and conflict resolution skills. The total cost of the trip is \$13,750 and will be funded with student fees.

Recommendation: It is recommended that the Duluth School Board accept and approve the above-listed field trip request.

G. Diploma Requests

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The following students have completed all high school requirements and should be awarded a diploma:

Brandon Joseph Willemarck - March 11, 2013
 Alyssa N. Hainline - September 18, 2012
 Jacquelyne Abigayle Rankin - January 17, 2013
 Robert Michael Baker - March 6, 2013

Recommendation: It is recommended that the Duluth School Board accept and approve the above-listed diploma awards.

H. Policy 4015 - Prohibiting Harassment, Violence, and Bullying

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Attached are revisions to Policy 4015 - Prohibiting Harassment, Violence, and Bullying. Members of the Student Policy Committee were available to answer questions.

Recommendation: It is recommended that the Duluth School Board accept and approve Policy 4015 - Prohibitin Harassment, Violence, and Bullying.

Item	# Needed	Cost per item	Total Cost
64 GB iPads	11	\$699	\$7,689
Protective cases for iPads	11	\$60	\$660
iTunes cards	16	\$200	\$3,200
Switch-Activated Toys	13	\$175	\$2,275
Go Talk or Cheap Talk	13	\$180	\$2,340
Step-by-Step with levels	13	\$190	\$2,470
Talk Blocks (set of 5)	13	\$80	<u>\$1,040</u>
	TOTAL		\$19,674

4015R - Prohibiting Harassment, and Violence and bullying

I. SEXUAL, SEXUAL ORIENTATION, RELIGIOUS, ETHNIC/RACIAL AND DISABILITY HARASSMENT, VIOLENCE and BULLYING DEFINED

A. Sexual Harassment:

Definition Sexual harassment consists of unwelcome sexual attention, unwelcome requests for sexual favors, unwelcome sexually motivated physical conduct, or other unwelcome verbal or physical conduct or communication of a sexual or gender biased nature when:

1. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or of obtaining an education, or of transacting business with ISD 709; or
2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, education, or business with ISD 709; or
3. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, education, business with ISD 709, or creating an intimidating, hostile, or offensive employment, educational, or business environment.

This policy pertains to students and school personnel. It equally protects male and female students/personnel from harassment - including when males sexually harass males or when females sexually harass females.

Sexual harassment may include but is not limited to the following behaviors:

1. unwelcome verbal statements of a sexual nature;
2. intimidation by words or actions of a sexual nature;
3. unwelcome pressure for sexual activity;
4. unwelcome sexually motivated or inappropriate touching, patting, pinching, or other physical contact that does not meet the definition of sexual assault; other than necessary restraint of pupil(s) by school personnel to avoid physical harm to persons or property; or
5. unwelcome sexual behavior or words, including requests for sexual favors, accompanied by implied or overt threats concerning an individual's employment, business, or educational status; or
6. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment, business, or educational status; or
7. distribution or display of pornographic or other inappropriate written materials, pictures, graffiti, or other graphics of a sexual or gender-based nature; or
8. unwelcome behavior or words directed at an individual because of gender, or self-identified gender; or
9. unwelcome behavior or words directed at an individual because of sexual experiences or perceived sexual experiences.

B. Sexual Orientation Harassment:

Definition Sexual orientation harassment consists of physical or verbal conduct relating to

an individual's sexual orientation or perceived sexual orientation when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work, business, or academic performance; or
3. otherwise adversely affects an individual's employment, business, or academic opportunities.

C. Racial/Ethnic Harassment:

Definition. Racial/ethnic harassment consists of physical or verbal conduct relating to an individual's race or ethnicity when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work, business, or academic performance; or
3. otherwise adversely affects an individual's employment, business, or academic opportunities.

D. Religious Harassment:

Definition Religious harassment consists of physical or verbal conduct which is related to an individual's religion or religious practices, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work, business, or academic performance; or
3. otherwise adversely affects an individual's employment, business, or academic opportunities.

E. Disability Harassment:

Definition Disability harassment consists of physical or verbal conduct which is related to an individual's disability when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work, business, or academic performance; or
3. otherwise adversely affects an individual's employment, business, or academic opportunities.

F. Other Forms of Harassment:

Definition General harassment is defined as conduct of a derogatory nature directed towards an individual which is usually associated with, but not limited to, an individual's accent or language background, weight, height, status with regard to public assistance, gender, national origin, association with persons who are subjected to harassment based on

the categories identified above, subordinate relationship (in class or on the work site), student to staff relationships, and peer to peer relationships, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work, business, or academic performance; or
3. otherwise adversely affects an individual's employment, business, or academic opportunities.

The District reserves the right to investigate any complaint filed under this section on a case-by-case basis.

G. Sexual Violence:

Definition Sexual violence is any sexual contact without consent. Sexual contact includes, but is not limited to, touching of either party's primary genital area, groin, inner thigh, buttocks, or breast, including the clothing covering these areas, as well as, anal, vaginal, or oral penetration, with a body part or an object. Sexual violence includes contact between members of the same sex.

Consent is verbal active permission from both parties to engage in a particular sexual act without the presence of coercion, intimidation, physical force, or trickery. Consent is only applicable when there is a balance of power. Consent is not affected by a prior social relationship, nor is it contingent upon physical resistance to the act.

H. Sexual Orientation Violence:

Definition. Sexual orientation violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to sexual orientation.

I. Racial/Ethnic Violence:

Definition. Racial/ethnic violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race or ethnicity.

J. Religious Violence:

Definition. Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion or religious practices.

K. Disability Violence:

Definition Disability violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, the person's disability.

L. Assault:

Definition. Assault is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

II. RETALIATION

Retaliatory or intimidating conduct against any individual who has made a harassment or violence complaint or who has testified or assisted in any manner in an investigation is specifically prohibited. ISD 709 will investigate and, if appropriate, discipline or take appropriate action against any student or school personnel who retaliates against any person because the person:

1. reports sexual, sexual orientation, racial/ethnic, religious, or disability harassment or violence;
2. testifies, assists, or participates in an investigation or in a proceeding or hearing relating to harassment or violence;
3. opposes a practice prohibited by this policy; or
4. associates with people who are specifically protected by this policy. (Based on sex, sexual orientation, race/ethnicity, religion, or religious practices, disability.)

Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

III. CONFIDENTIALITY

ISD 709 will respect the confidentiality of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with ISD 709's legal obligations to investigate, to take appropriate disciplinary action, and to comply with any discovery or disclosure obligations, including valid requests for data under the Minnesota Government Data Practices Act.

IV. INDIVIDUALS COVERED BY THIS POLICY

All teachers, teaching assistants, coaches, administrators, contract employees, guest speakers, volunteers, janitorial or cafeteria staff, independent contractors, community members participating in school activities, or any other school personnel, as well as current students are bound by this policy. This policy equally protects male and female students/employees from harassment or violence - including when males harass males or when females harass females.

V. FORMAL COMPLAINT PROCEDURES (In cases of sexual harassment/violence, and sexual orientation harassment/violence, please utilize specific protocol.)

Any person who believes he or she has been the victim of sexual, sexual orientation, ethnic/racial, religious, and/or disability harassment or violence by a pupil or other school personnel of ISD 709, or any person with knowledge or belief of conduct which may constitute sexual, sexual orientation, ethnic/racial, religious, or disability harassment or violence toward a pupil or other school personnel should report the alleged acts immediately to an appropriate ISD 709 official designated by this policy. Such persons are also encouraged to seek corrective action by telling the individual instigating the harassment to stop. Any third person with knowledge or belief of conduct which may constitute sexual, sexual orientation, ethnic/racial, religious, or disability harassment or violence should report

the alleged acts to an appropriate ISD 709 official as designated by this policy. ISD 709 encourages the reporting party or complainant to use the report form available from the principal of each building or available from the ISD 709 office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the Director of Labor Relations/Human Resources or to the Superintendent.

A. Form of Complaint.

Complaints of harassment will be accepted verbally or in writing. Anonymous complaints will be accepted and investigated to the extent possible. Complaint forms are available in the ISD 709 office, and in each school's principals' and counselors' offices. A copy of the form may also be found in the student handbook. A report need not be made on an official form in order for the administration to accept it.

B. Reporting the Complaint.

1. A student who believes she or he has been a victim of harassment or violence by any individual covered by this policy, may report the alleged harassing behavior to any school personnel.
2. Any person who believes he or she has been the victim of sexual, sexual orientation, ethnic/racial, or religious harassment or violence by a pupil or school personnel of ISD 709 should report the alleged acts immediately to an appropriate ISD 709 official designated by this policy.
3. ISD 709 encourages the reporting party or complainant:
 - a. Whenever it is a safe or reasonable alternative, to first seek corrective action by telling the individual initiating the harassment to stop.
 - b. To use the report form available from the principal of each building or available from the ISD 709 office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the Director of Labor Relations/Human Resources or to the Superintendent.
4. The building principal is the person responsible for receiving oral or written reports of harassment or violence under this policy at the building level.
5. Any person with knowledge or belief of conduct which may constitute harassment or violence as defined in this policy should report the alleged acts immediately to an appropriate school district official designated by this policy.
6. Any ISD personnel who receive a report of harassment or violence under this policy are obligated to report the incident in writing to the building principal immediately.
7. If a complainant is uncomfortable bringing the report to the building principal, he/she may report directly to the Director of Labor Relations/Human Resources or to the Superintendent.
8. Upon receipt of a complaint involving ISD 709 personnel, the building principal must notify the Director of Labor Relations/Human Resources immediately. The principal may request, but may not insist upon a written complaint. A written statement of the alleged facts will be forwarded as soon as possible by the principal to the Director of Labor Relations/Human Resources. If the complaint was given verbally, the principal shall personally reduce the report to written form and file it with the Director of Labor Relations/ Human Resources within 24 hours. Failure of the principal or other adult ISD 709 personnel to forward any harassment or violence report or complaint as provided herein may result in investigation and disciplinary action as appropriate.
9. If the report involves the building principal, it should be made or filed directly with

the Superintendent or the Director of Labor Relations/Human Resources.

10. Failure to act on a report involving ISD 709 personnel will result in an investigation and disciplinary action as appropriate.

C. Content of the Report. A report of harassment or violence in violation of this policy shall include the following information, if known:

1. the name of the complainant,
2. a brief description of the offending behavior - including times, places, and names,
3. the name of or identifying information about the alleged perpetrator, and
4. the names or descriptions of any witnesses to the harassment or violence.

D. Processing of Complaints. The designated investigator for each report, whether a member of building administration, a third party, the Director of Labor Relations/Human Resources, or the Superintendent, is responsible for overseeing the processing of the harassment or violence complaint. The investigator shall conduct an investigation of the charges and attempt to resolve the matter in a timely fashion.

1. **Timing** The investigator should make a decision about whether the harassment or violence reported can be substantiated as soon as possible. If the investigation exceeds 30 calendar days, the investigator must report the reason that the investigation has exceeded 30 days to the Director of Labor Relations/Human Resources, and the Administrator may take over the investigation. If the Director of Labor Relations/Human Resources was the initial investigator, the Director of Labor Relations/Human Resources must report the reason that the investigation has exceeded 30 days to the Superintendent, and the Superintendent may take over the investigation. An impartial third party may also be appointed to complete the investigation if the 30 days limit is exceeded.
2. **Standard of Proof** In determining whether the alleged conduct can be substantiated, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. Allegations of the harassment and violence will be evaluated using a preponderance of the evidence standard - meaning that prior to imposing any sanctions the investigator must conclude that it is more likely than not that the harassment or violence occurred.
3. **School District Action** Based on results of the investigation, ISD 709 will take appropriate action. Such action will be taken in accordance with the Pupil Fair Dismissal Act, ISD 709 policies, any applicable collective bargaining agreements, and other Minnesota and federal laws. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge.
4. **Release of Data to the Complainant** Consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Section 13.01 et seq., the results of the School District's investigation will be made available to the complainant. The information provided to the complainant and the timing of the dissemination of information may be significantly limited by the requirements of the Minnesota Government Data Practices Act, and in certain circumstances, by the attorney-client privilege and/or the attorney-work product doctrine.
5. **Release of Data to the Subject of the Investigation and Others** The release of data regarding a harassment or violence complaint, including data regarding the resultant investigation and ISD 709 action, shall be governed by the requirements of the Minnesota Government Data Practices Act. In certain circumstances, the Government Data Practices Act may require the classification of the data as private

and/or confidential. In certain circumstances, data may also be protected by the attorney-client privilege and/or may constitute attorney-work product.

When allegations of harassment are made against an employee, the employee does not have access to data that would identify the complainant or their witnesses if ISD 709 determines that the employee's access to the data would:

- (1) threaten the personal safety of the complainant or witness; or (
- 2) subject the complainant or witness to harassment.

If the disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary to prepare for the proceeding.

6. **Appeals** Either party involved in the report who is dissatisfied with the investigation or resolution of an allegation of harassment or violence may appeal in writing to the Director of Labor Relations/Human Resources or the Superintendent within ten days of receiving written notice of the outcome of the investigation.
7. **Submission of a Complaint or Report** Submission of a good faith complaint or report of sexual, sexual orientation, racial/ethnic, religious, or disability harassment or violence by a student or school personnel will not affect the complainant or reporter's future employment, grades, access to educational or school activities or work assignments. ISD 709 does not tolerate retaliation as a result of the submission of a complaint or report.

VI. NON EXCLUSIVITY

The internal procedures and remedies outlined in this policy are not the only options available to a complainant. Participation in the school's procedure is not a prerequisite to pursuing other legal or governmental remedies. In other words, a complainant may use the school's grievance procedure and then, whether she or he obtains a satisfactory finding or not, may file a suit in court under any applicable federal, state, or local law. She or he also may forego the internal procedure and directly pursue legal or administrative remedies, or may pursue both internal and external remedies simultaneously. External avenues of recourse may include filing charges with the Minnesota Department of Human Rights, the Equal Employment Opportunity Commission, initiating civil action or seeking redress under state criminal statutes and/or federal law.

VII. INTENT

The fact that someone did not intend to harass or commit an act of violence against an individual is generally not considered a defense to a complaint of harassment or violence. In most cases, the effects and characteristics of the behavior determine if that behavior constitutes harassment or violence.

VIII. HARASSMENT OR VIOLENCE AND BULLYING AS ABUSE

Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, ISD 709 shall comply with mandatory reporting requirements under Minnesota Statute Section 626.556, Reporting of Maltreatment of Minors and Minn. Statute Sections 121A.0695, Prohibiting Intimidation and Bullying. The statutes can be

found on the internet at <http://www.leg.state.mn.us/> .

Nothing in this policy will prohibit ISD 709 from taking immediate action to protect victims of alleged sexual, sexual orientation, racial/ethnic, religion or religious practices, or disability harassment, violence or bullying as abuse.

IX. BULLYING

Definition: Bullying is intentionally hurting another person or group of people, either physically, psychologically or participating in or conspiring with others to engage in acts that injure, degrade, or disgrace other individuals or groups of people, including, but not limited to the use of technology. Intentionally or knowingly acting in a manner where they should reasonably believe that the other person or group of people will regard the act as offensive or provocative. This includes off-campus or cyber behavior that negatively impacts effective school operations or the rights of others to an education or instruction.

~~IX~~ X. DISSEMINATION OF POLICY AND TRAINING

This policy will be distributed to all students and volunteers and to all employees, administrators, and independent contractors at the time of entering into the person's employment contract.

A. This policy, or a summary of this policy, shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members. ISD 709 shall conspicuously post the name of the Director of Labor Relations/Human Resources and the Harassment and Violence Prevention Specialist, including mailing address and telephone number in each ISD 709 school building.

B. This policy shall be made available in each principal's office and in the ISD 709 Office.

C. This policy shall appear in the student handbook.

D. All ISD 709 employees and students who subsequently become part of the educational community shall be informed of this policy during their orientation.

All non-student recipients of this policy, now or in the future, shall be required to sign an acknowledgment form indicating that they have read this policy, understand it, and agree to abide by it.

E. Each administrator shall be responsible for promoting understanding and acceptance, monitoring of, and compliance with state and federal laws, board policies, and procedures governing harassment and violence in his or her building.

F. ISD 709 will provide policy training, including discussions of this policy with students and school personnel.

G. This policy shall be reviewed at least annually for compliance with state and federal law.

Approved: 4-17-90 ISD 709

Revised:

10-19-93
6-20-95
2-15-00
7-16-2002
8-20-2002
9-17-2002



INDEPENDENT PROVIDER CHECKLIST
(For Use by Student Activities Director's Office Only)

- The proposed offering is consistent with the district's mission and with the community's values and standards.
- The Independent Provider has provided programming documentation to show that the criteria of content will have been met by the end of the season (completed criteria of content form).
- The Independent Provider has provided written authorization for criminal background checks and \$20 for all employees working with students.
- The Independent Provider has provided proof of insurance.
- The Independent Provider has provided proof of adequate worker's compensation coverage.
- The Independent Provider has provided a complete schedule of activities for the program.
- The Independent Provider has distributed copies of Duluth Public Schools Policy 4015 - Prohibiting Harassment and Violence to its employees.

This application is:

Recommended for School Board Approval (All criteria have been met.)

Not Recommended for School Board Approval

School Board Action:

Date: Approved Denied

Additional Comments:

Shawn Roed
Student Activities Director

Eddie Crawford
Assistant Superintendent



INDEPENDENT PROVIDER APPLICATION AND APPROVAL FORM FOR A CO-CURRICULAR PROGRAM

1. The Independent Provider activity program may not duplicate an existing high school activities program and may not discriminate student membership based on sexual, racial, or religious background.
2. All resident students participating in this activity program must be currently and fully enrolled students in the Duluth Public Schools. A student from another school district may only participate if the activity is not offered in their resident district.
3. All students will be responsible for complying with all School District rules and policies concerning student activities, including, but not limited to: attendance, conduct scholastic standing, and other eligibility requirements.
4. Each student will register with the Office of Student Activities Director and pay a \$20 registration/awards fee.
5. All School District costs associated with the activity program will be borne by the Independent Provider or by the participants on a fee basis.
6. The Independent Provider will provide to the School District proof of adequate liability insurance to provide for the safety of the student participants naming Duluth Public Schools as an additional insured party.
7. As necessary, the Independent Provider will provide the School District proof of adequate worker's compensation coverage.
8. The School District will provide copies of Policy 4025 - Standards of Conduct of Personnel, 4015 - Prohibiting Harassment and Violence, and Policy, 5060 - Collection, Maintenance, and Dissemination of Student Records and Information.
9. The Independent Provider will provide to the School District written authorization for criminal background checks and a \$20 background check fee for all employees who will be working with the students.
10. In general the activities of the program will be conducted at the site of the Independent Provider, but the Duluth Public Schools facilities may be used on an availability basis and at the applicable rental rate as requested.
11. If a team competition is involved, all of the student participants must be fully enrolled Duluth Public Schools students. Such a team will be allowed to use the Duluth Public Schools name, nickname, and school colors in their competition. Students from other school districts may participate in a team activity if their resident School District does not have the activity and a cooperative arrangement can be completed between their resident district and the Independent Provider.
12. If students compete only on an individual basis, students from other school districts may participate in the activity program, but only Duluth Public Schools students will be eligible for Duluth Public School awards.
13. Student participants will be eligible to receive school awards. To be eligible to receive an activity letter the participant must meet the following criteria:
 - There must be a "publicness" to the activity in the form of contents, performances, etc.
 - The participation must be at an "advanced" as opposed to an "entry" level.
 - Must meet the defined criteria set forth by the club or activity.
14. The Independent Provider (and its employees) are not employees of the Duluth Public Schools.

**Agreement for the Provision of Services to
Independent School District 709 Duluth Public Schools**

THIS AGREEMENT, is made and entered into by and between Independent School District 709 Duluth Public Schools (hereinafter referred to as the "School District") and Duluth High School Lacrosse (hereinafter referred to as the Lacrosse "Provider/Contractor").

RECITALS

WHEREAS, the School District desires to enter into an agreement with a qualified party to provide certain co-curricular services; and

WHEREAS, the Provider/Contractor is duly qualified and willing to provide said co-curricular services; and

WHEREAS, the School District is willing to enter into an agreement with the Provider/Contractor to provide said services on the terms, covenants, and conditions hereinafter set forth; and

WHEREAS, the School District is authorized and empowered to secure from time-to-time certain services through contracts with qualified individuals, and

WHEREAS, the Provider/Contractor understands and agrees that:

1. The Provider/Contractor will act as an independent contractor in the performance of all duties under this agreement.
2. The Provider/Contractor is not an agent, servant, or employee of the School District and shall not make any such representations nor hold himself/herself out as such.
3. The Provider/Contractor shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, the Provider/Contractor's authority being specifically limited to the duties assigned to the Provider/Contractor under this Agreement.
4. The Provider/Contractor shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the Provider/Contractor shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of the Provider/Contractor's activities under this Agreement, including, but not limited to, federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required.
5. The Provider/Contractor shall not accrue any continuing contract rights for the services performed pursuant to this agreement.
6. The Provider/Contractor shall provide the School District with proof of general liability insurance and name the School District as an additional insured party.
7. The Provider/Contractor shall comply with all School Board policies, procedures, rules and regulations as outlined in the information packet provided.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable considerations, it is agreed as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1 - Provision of Services: The Provider/Contractor agrees to provide to the School District services relating to Lacrosse. The Provider/Contractor agrees to perform and complete the objectives described in the Independent Provider Application and Approval Form, attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE II
COMPENSATION

Section 1 - Compensation/Fees: The Provider/Contractor shall set fees for its program and is responsible for collecting fees from student participants. The School District is not responsible for any unpaid fees.

ARTICLE III
TIME DEVOTED BY THE PROVIDER/CONTRACTOR

Section 1 - Hours: It is anticipated that the Provider/Contractor will spend approximately 354 hours per week in fulfilling the Provider/Contractor's obligations under this Agreement. The particular hours may vary from day to day or week to week.

ARTICLE IV
EXPENSES

Section 1 - Expenses: The Provider/Contractor shall be responsible for all costs and expenses incident to performing the services required under this Agreement.

ARTICLE V
DURATION OF THE AGREEMENT

Section 1 - Duration: This Agreement shall commence upon the date of execution by all parties and will terminate March 19, 2018. This Agreement will remain in full force and effect, but may be terminated by either party upon written notice to the other; provided, however, any termination shall not be effective less than thirty (30) days following said notice.

ARTICLE VI
INSURANCE AND OTHER BENEFITS

Section 1 - Insurance: During the term of this Agreement, it is specifically agreed and understood that the Provider/Contractor shall not be eligible for nor provided insurance coverage of any kind, including, but not limited to, health, medical, dental, life, and long-term disability.

Section 2 - Other Benefits: It is specifically agreed and understood that the Provider/Contractor shall not be eligible for nor provided any other benefits including, but not limited to, worker's compensation and unemployment benefits.

ARTICLE VII
INDEMNIFICATION

Section 1 - Release and Indemnity: The Provider/Contractor agrees to hold harmless the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Provider/Contractor, or the Provider/Contractor's employees or agents, in regard to the Provider/Contractor's performance under this Agreement, and for any action commenced against the School District or any of its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives, the Provider/Contractor shall assume full responsibility and shall indemnify the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

Dated:

INDEPENDENT SCHOOL DISTRICT 709

By:

Position/Title:

PROVIDER/CONTRACTOR

By:

Position/Title:

Addendum:

1. If a team competition/activity is involved, all of the participants must be fully enrolled at Independent School District 709. Students from other School districts may participate in a team competition/activity if their resident school district does not have the activity and a cooperative arrangement can be completed between their resident district and the Independent Provider.

Criteria of Content Form

1. Time Requirement

Duluth will field a Varsity, 2 Junior Varsity, and U15, U13 and U11 teams in the Spring of 2013. At the high school level, we anticipate approximately 60 kids participating between 9th through 12th grade, with approximately 65% of these kids coming from the Duluth School District.

The Duluth Varsity boys will play a 13 game schedule plus playoffs and a tournament in Grand Rapids. The Junior Varsity squads will play 17 games between the two teams, plus playoffs and the Grand Rapids tournament. More games are being scheduled for the JV squads as well. Practice will be approximately 2 hours per night, at least 4 days per week starting March 11 and extending until early June depending on how far the team goes in playoffs.

The girls team will also practice at least 4 days per week for 1.5 hours and play a schedule that includes 10 games plus playoffs. **Including practice and game times for three high school boys teams, in addition to the girls team, Duluth lacrosse will exceed the 150 hour time requirement criteria.**

2. Requirement for public contests, performances, and/or competitions

The Duluth Chargers participate in the Minnesota Boys Scholastic Lacrosse Association (MBSLA). The MBSLA is the oldest lacrosse league in Minnesota, in existence prior to lacrosse becoming a MSHSL sport. Prior to the MSHSL, all lacrosse teams in the State of Minnesota were club teams that participated in the MBSLA. Teams in the MBSLA compete in organized playoffs for a state championship for both Varsity and JV. Players in the MBSLA can be recognized as all-conference, all-state and all-american.

In 2013, this league is composed of 4 Divisions (North, South, East and West) and 21 teams. Duluth competes in the MBSLA North with Proctor, Grand Rapids, Brainerd, Fargo and Grand Cities (Grand Forks, ND).

The girls lacrosse team competes in the Northcentral Schoolgirls Lacrosse Association (NSLA). Only 9 teams still compete as club lacrosse teams in the State of Minnesota. The remaining girls lacrosse teams (64) compete on school sponsored varsity level teams in the MSHSL. Teams in the NSLA compete in organized playoffs for a state championship for Varsity level lacrosse teams.

The Duluth Nighthawks will compete against Brainerd, St. Cloud North, Rocori, Grand Rapids, Mankato, Monticello, Shakopee and St. Paul in 2013.

Playing in established leagues with set schedules and publicly competing with other teams in their respective leagues for Division and State Championships satisfies the criteria for public contests, performances and/or competition and level of performance.

3. Level of Performance and Lettering Requirements

Players competing at the Varsity level in both boys and girls lacrosse will qualify for **Varsity letters** if they meet the following requirements:

1. Play in at least **50%** of scheduled Varsity games. "Play" in that sentence means that they must be in the game for more than one shift.
2. Attend all practices and games unless excused by the coach. This means that the coach needs to be contacted (preferably by e-mail or text) prior to the practice, the sooner the better.
3. Honor the game by exhibiting a positive attitude, good sportsmanship, commitment and effort toward team goals.
4. Participate in team fundraising.
5. Return all assigned equipment.
6. If a player does not finish the season for medical reasons, the coaches will determine if a letter should be awarded.
7. The coaches reserve the right to withhold letters from players who display conduct and attitudes detrimental to the team, regardless of participation.
8. All lettering decisions are at the discretion of the coaching staff and athletic department.
9. Players who begin the season on JV can receive Varsity letters if they are moved up during the season. Moving players up will be based on the Coach's discretion.
10. Any player dedicating himself for 4 years of participation in high school lacrosse but does not meet the playing time requirement will be issued a letter at the end of the season.

We are requesting that both boys and girls lacrosse athletes receive letters when they meet the above lettering requirements.

Background Checks for Coaches

US Lacrosse, the governing body for the sport of lacrosse in the United States, requires background checks for all coaches and people working with kids on the lacrosse field and conducts those checks for every team. The Duluth Chargers and Duluth Nighthawks have background checks conducted by US Lacrosse that are available upon request.

Duluth Chargers Game Schedule:

JV1 and JV2 Schedule

4/14 Away Montiquois
 4/17 Proctor
 4/20 Away-St. Paul
 4/20 Host Anoka (2 Games)
 4/21 Away - Hudson
 4/27 Away Chisago (2 Games)
 5/4 RAPIDS TOURNEY both teams (3-5 games)
 5/9 Away Grand Rapids
 5/11 Brainerd Varsity
 5/12 Chisago Lakes (2 games)
 5/16 Grand Rapids
 5/22 Proctor Varsity

April 13 at STMA
 April 14 at Montiquois
 April 20 at St. Paul
 April 21 at Hudson
 April 24 at Proctor
 April 26 Brainerd
 April 27 Fargo
 April 28 at St. Cloud
 May 4&5 GRAND RAPIDS TOURNEY
 May 9 at Grand Rapids
 May 18 at Grand Cities
 May 19 at Fargo
 May 25 Conference Tournament
 May 29 MBSLA playoffs begin
 June 8 STATE CHAMPIONSHIP

Practices for all high school teams begin March 11

Duluth Nighthawks Game Schedule:

Varsity and JV Schedule:

April 13 at Monticello
 April 13 vs. St. Paul at Monticello
 April 14 vs. St. Cloud North at Monticello
 April 14 vs. Shakopee at Monticello
 April 14 vs. River Lakes at Monticello
 April 20 Brainerd
 May 5 vs. Monticello at Grand Rapids
 May 12 vs. Mankato at Shakopee
 May 12 at Shakopee
 May 17-19 State Tournament

Practices begin April 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2013

25

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

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

PRODUCER BOLLINGER, Inc. 101 JFK PARKWAY SHORT HILLS, NJ 07078 PHONE: 1-800-826-1379 FAX: 973-921-2876	CONTACT NAME: PHONE (A/C. No. Ext): 800-826-1379 FAX (A/C. No.): 973-921-2876	
	E-MAIL ADDRESS:	
INSURED US Lacrosse, Inc. 113 West University Parkway Baltimore MD 21210 Re: Superior Chargers Lacrosse	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company NAIC # 38970	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

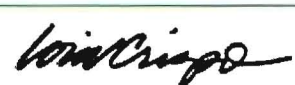
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participants Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	x		8502AH221369	01/01/2013	01/01/2014	EACH OCCURRENCE		\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)		\$100,000
							MED EXP (Any one person)		\$5,000
							PERSONAL & ADV INJURY		\$1,000,000
							GENERAL AGGREGATE		\$5,000,000
							PRODUCTS - COMPROP AGG		\$2,000,000
									\$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)		\$
							BODILY INJURY (Per person)		\$
							BODILY INJURY (Per accident)		\$
							PROPERTY DAMAGE (Per accident)		\$
									\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	x		4602AH221370	01/01/2013	01/01/2014	EACH OCCURRENCE		\$1,000,000
							AGGREGATE		\$1,000,000
									\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHER	\$
							E.L. EACH ACCIDENT		\$
							E.L. DISEASE - EA EMPLOYEE		\$
							E.L. DISEASE - POLICY LIMIT		\$
A	Accident Medical Catastrophic Acc			4102AH025220 4102AH305882	01/01/2013 01/01/2013	01/01/2014 01/01/2014	Accident Limit: \$100,000 Catastrophic Limit: \$1,000,000		

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

Coverage applies only to teams/leagues comprised of 100% US Lacrosse member participants during scheduled & supervised lacrosse activities. Certificate Holder is named "Additional Insured" with respect to Superior Chargers Lacrosse.

CERTIFICATE HOLDER School District ISD-709 215 N. 1st. Ave. E. Duluth, MN 55802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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RESOLUTION

VALUES, BELIEFS, VISION AND MISSION
COMMUNITY VISION FOR INDEPENDENT SCHOOL DISTRICT NO. 709

WHEREAS, Through the *Think Kids* initiative, people across Duluth, MN were invited to participate in a community-wide conversation about education;

WHEREAS, Nearly 2,000 citizens from all walks of life took part – community and business leaders, neighbors, groups and organizations, parents, teachers, students and more – through over 60 meetings, online surveys and other communication venues, sharing their thoughts about what’s going well, what could be improved, what needs to be done now, and what should be done in the future;

WHEREAS, Common themes have been identified throughout the *Think Kids* conversations that represent our values, beliefs and priorities for the future;

WHEREAS, Overall, our community values schools where educational excellence and a supportive environment provide each student with the skills and experiences they need in order to learn, grow and be successful, and Duluthians recognize that strong schools are key to the success of our community;

WHEREAS, The final vision document, along with priorities identified through *Think Kids*, will be used to create a District-wide continuous-improvement plan, which will be used to guide the development of individual school improvement plans;

WHEREAS, The Purpose of Independent School District 709 is to provide a quality education that prepares all students for successful lives as global citizens in the home, community and workplace.

NOW, THEREFORE, BE IT RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the shared values, beliefs, vision, and priorities identified by the community and captured in the draft vision document, with the above Purpose of ISD 709, be adopted as the Values, Beliefs, Vision and Mission for ISD 709.

Resolution E-04-13-3086

April 23, 2013

Through the *Think Kids* initiative, people across Duluth were invited to participate in a community-wide conversation about education.

Nearly 2,000 citizens from all walks of life took part – community and business leaders, neighbors, groups and organizations, parents, teachers, students and more - sharing their thoughts about what’s going well, what could be improved, what needs to be done now, and what should be done in the future.

Throughout these individual voices run common desires for our schools and community. The result is a set of shared values and beliefs from across the city, and a new vision for Duluth’s schools that will guide future planning and decision making.

Overall, our community values schools where educational excellence and a supportive environment provide each student with the skills and experiences they need to learn, grow and be successful. Duluthians recognize that strong schools are key to the success of our community.

As a community, we value:

Setting high expectations with each student, educator and parent, which leads to greater academic and personal achievement.

Providing the right tools and curriculum to maximize each child’s potential, which is key to helping students be independent, lifelong learners.

Creating safe, welcoming environments where the uniqueness of each person is honored, respected and valued; recognizing that we all come from many different circumstances and cultures.

Engaging parents, family and our community to ensure each child’s educational success, because these relationships enhance a meaningful learning environment for our children and provide a stronger community for all.

Utilizing school facilities as a shared resource for all; students, families, neighborhood residents and the broader community.

Carefully and responsibly using the resources entrusted to our schools.

As a community, we believe:

Every student is unique with the potential to learn and achieve personal success.

All children have the right to a quality education, delivered by highly qualified educators.

A wide range of educational opportunities will lead to lifelong learners and productive global citizens.

Including all voices in our community - inside and outside our schools, all ages and backgrounds – makes our schools strong and successful.

Schools serve the entire community as places where neighborhoods and families find support, and people of all ages may access learning opportunities.

It's important to maximize available resources and identify innovative ways to attain the resources needed to further support education.

Community Vision and Priorities For Duluth’s Schools

We will build on our shared beliefs and values of unity, high achievement and responsible use of resources to create Duluth public schools and classrooms that are safe, supportive and inclusive. We will work to inspire every student to achieve to their potential, and prepare students to lead productive, fulfilling lives as citizens of Duluth and the wider world.

In implementing our vision and addressing our priorities, we will work to ensure:

Teachers and staff are highly qualified and diverse, providing opportunities for students of every culture and ability to be successful.

Schools are safe, respectful, caring environments for children and adults.

We are closing the achievement gap by using best practices and by partnering with community, state and national organizations to bring the best possible education to our children.

Class sizes are suitable and appropriate to students’ development and needs.

A wide range of enriching activities and curriculum are provided for students before, during and after school.

Our schools serve as community resources for residents of all ages.

Strategies are sought to reduce costs and increase funding; people inside and outside schools are regularly invited to share ideas and creative options.

People inside and outside schools feel comfortable asking questions and sharing concerns and feel satisfied that they are heard.

Our Schools, Our Community, Our Future

- Mission Statement:** States our core purpose and explains why we exist.
- Values Statement:** Articulates essential principles that guide our decision making.
- Beliefs Statement:** Influences our approach and expresses our thoughts and attitudes about education.
- Vision Statement:** Describes our ideal future and guides decisions when priority setting.
- District Improvement Plan:** Defines district-wide initiatives for the next 3-5 years leading to addressing our priorities and the realization of our vision.
- School Improvement Plan:** Defines school initiatives for the next 3-5 years leading to addressing our priorities and the realization of our vision.



Duluth Public Schools/Duluth Head Start

Education Committee

April 16, 2013

Page 1- Original FY13 Federal Head Start Grant Funding Letter

Page 2-3- Office of Head Start Program Instruction Regarding Sequestration

Page 4-Proposed FY13 Federal Grant Budget Details with 5% Sequestration applied

Page 5-6-Exerpt from Proposed Enrollment Reduction for FY13

Page 7-8-State Head Start Refunding Letter for 2013-2014

Page 9-Proposed State Head Start Grant Budget Details



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | Region V | 233 North Michigan Avenue, Suite 400, Chicago, IL 60601 | www.eclkc.ohs.acf.hhs.gov

February 1, 2013

Ann Wasson, Board Chair
 DULUTH PUBLIC SCHOOL DISTRICT #709
 2102 North Blackman Avenue
 Duluth, MN 55811

Re: Grant No. 05CH5335

Dear Ms. Wasson:

An application for continued refunding of your organization's Head Start and/or Early Head Start grant for the budget period 8/1/2013 – 7/31/2014 is due 5/1/2013, ninety days prior to the start of the budget period. This letter provides guidance on the requirements for submission of the continuation application.

For planning purposes, the application should reflect the enrollment and funding levels in the table below.

Common Accounting Number (CAN)	Projected Funding	Funded Enrollment
G054122 – Head Start Program Operations	\$1,880,664	255
G054120 – Head Start Training and Technical Assistance	\$28,958	
G054125 – Early Head Start Program Operations		0
G054121* – Early Head Start Training and Technical Assistance		
TOTAL	\$1,909,622	255

* CAN G054121 replaces CAN G051126 formerly used for Early Head Start Training and Technical Assistance.

Funding is contingent upon the availability of federal funds and satisfactory performance by your organization under the terms and conditions of the Head Start grant in the current budget period.

The application for continued refunding must be prepared in accordance with the instructions in Information Memorandum ACYF-IM-HS-00-12, dated April 25, 2000. This information is available electronically at the following link: <http://eclkc.ohs.acf.hhs.gov/hslc>. As noted in the Information Memorandum, Head Start and Early Head Start grantees are required to submit a full application once every three years. In the other two years, grantees need only submit budget information, describe the progress they are making toward their community needs and objectives, and explain proposed significant changes to their programs. You are considered to be in year three of the application cycle and are required

ACF Administration for Children and Families	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
	1. Log No. ACF-PI-HS-13-01	2. Issuance Date: 03/01/2013
	3. Originating Office: Office of Head Start	
	4. Key Words: Key Words: Sequestration, Automatic Reductions, Federal Spending, Proportionate Reductions, Enrollment Reductions, Workforce Reductions	

PROGRAM INSTRUCTION

TO: All Head Start, Early Head Start, American Indian and Alaska Native Head Start, and Migrant and Seasonal Head Start Grantee Agencies

SUBJECT: Sequestration

INSTRUCTION:

As you are likely aware, in accordance with the Budget Control Act of 2011, a series of spending cuts, called sequestration, will cancel approximately \$85 billion in budgetary resources across the federal government for the remainder of the federal fiscal year. The President is required to issue a sequestration order today, March 1, resulting in spending reductions of approximately 5 percent for the remainder of the federal fiscal year. We estimate that approximately 70,000 children will lose access to Head Start services because of this reduction.

As a result, all Head Start, Early Head Start, American Indian and Alaska Native Head Start, and Migrant and Seasonal Head Start grants will be reduced by approximately 5 percent. All state, regional, and national activities, including training and technical assistance, research, and monitoring, will also be reduced by at least 5 percent. Proportional reductions across all these activities are required by Section 640 of the Head Start Act.

We advise all grantees to begin planning how they will alter their programs to operate at the reduced levels. As programs begin this planning process, we ask you to keep the following principles in mind:

- The first priority for all programs is to maintain a high quality of service provided to children and families and to ensure their health and safety.
- It is critical to minimize disruptions to currently enrolled children for this program year.
- We expect enrollment reductions, as well as workforce reductions, particularly in the upcoming program year.

The Office of Head Start (OHS) is committed to working with programs to ensure the provision of high-quality services continue during this challenging time. We understand the impact on the current program year will vary depending on when grantees receive their annual funding. We know that programs well into their program year will have to make decisions quickly to operate at this reduced funding level, possibly including early program closures. We will exercise as much flexibility and with as much assistance as possible to ensure the above principles can be adhered to.

OHS will be hosting an all-grantee call on March 1, 2013, to provide further guidance, including details on implementation. We also encourage programs to work closely with their Regional Office as

you develop strategies and plans to move forward. Please direct any questions to your Regional Office.

Thank you for your work on behalf of children and families.

/Yvette Sanchez Fuentes/

Yvette Sanchez Fuentes
Director
Office of Head Start

FEDERAL HEAD START GRANT TOTAL **\$1,785,220.**

Training and Technical Assistance Funds **\$28,958.**

Salary and fringe with staff cuts as shown below **\$1,596,442.**

Available for non-labor expenses **\$159,820.**

Non-labor expenses include: Mental health consultants, classroom supplies, general supplies, transportation, mileage, travel not covered in T and TA plan, database fee, telephones, copy machine maintenance, NHSA membership, classroom food allowance, payer of last resort, training funds for First Aid/CPR and Safe-Strong Child and in-direct costs.

223 children-----32 less children

128 days (school calendar)

3.5 hours

4 days a week (M-TH)

5 sites

7 classrooms-----1 less classroom

7 teachers-----1 less full-time teacher

13 paras (7 full-time and 6 part-time) -----1 less full-time and 2 less part-time paras

4 family advocates (all part-time) -----10 less advocate hours

80% of their time/pay

4 coordinators

2 administrative assistants

1 director

2 mental health consultants

1 recruiter

Additional

7 Minnesota Reading Corps members full time in each room coached and trained by our education Coordinator

3 Early Childhood Special Education collaborations at no additional cost

Rationale

This Enrollment Reduction request adheres to the requirements established in ACF-IM-HS-08-03 and the principles outlined in ACF-PI-HS-13-01; maintaining high quality services to children and families, ensuring their health and safety and minimizing disruptions during the program year. Duluth Head Start will maintain quality services by utilizing enrollment reduction cost savings to retain part-time paras in the classrooms, restoring funds for interpreters, curriculum support and resources and by providing additional adult assistance in classrooms where there are significant but short-term needs. These are areas we would have had to cut substantially if we did not have this opportunity to utilize cost savings from this Enrollment Reduction.

Because we are requesting an Enrollment Reduction along with our FY13 federal grant application, we will have the ability to close a classroom at the end of our current academic year, minimizing any disruptions to children and families. Due to retirements occurring at the end of this academic year, we will be able to downsize with fewer cuts to returning staff.

Cost Savings Breakdown

We will eliminate one classroom serving a total of 32 children in morning and afternoon sessions.

• 1 full time classroom teacher	\$72,089.
• 1 full-time para	\$34,094.
• 1 Part time para	\$12,447.
• 1 part-time family advocate	\$22,891.
• mental health consultation time	\$8664.
• Classroom supplies	\$500.
• <u>Total of estimated cost savings</u>	<u>\$150,685.</u>
• 5% reductions in FY13 grant funds due to Sequestration	\$94, 033.
• restoring 3 part-time paras	\$40,650.
• additional cost savings utilization for interpreters, curriculum support and resources and additional adult assistance	\$16,002.
• <u>Total cost savings utilization</u>	<u>\$150,685.</u>

SFY 14Head Start Application

OSullivan, Barbara (MDE) [barbara.osullivan@state.mn.us]

Sent: Monday, April 08, 2013 1:18 PM

To: Jcross@accap.org; jherseth@otwhs.org; jfiola@smoc.us; gpheadstart@boreal.org; kim.scanlan@threeriverscap.org; Kraig.gratke@tccaction.com; Larry.ketchum@tccaction.com; lgilkey@capagency.org; laurieC@tvoc.org; Lee.turney@llojibwe.com; lmaron@reachupinc.org; maho@mahube.org; marilujohnsen@fdlrez.com; mcarlson@nwcaa.org; dmoses@caprw.org; pamb@lakesandprairies.net; pamela m. rees; rico.alexander@picaheadstart.org; sandys@c2r2.org; Skip.ferris@aeoa.org; twickstrom@nas.k12.mn.us; vala@wcmca.org

Cc: adillon@picaheadstart.org; Barb.brodeen@boisforte-nsn.gov; barbd@kootasca.org; chuckwalt@fdlrez.com; chightower@caprw.org; dmills@otwcac.org; deb.allison@bicap.org; debp5@willmarnet.com; DPD@tvoc.org; dennis.olson@millelacsband.com; i.v.foster@duluth.k12.mn.us; geraldinek@grandportage.com; gbuckanaga@yahoo.com; harlan.tardy@aeoa.org; joanm@heartlandcaa.org; john.fitzgerald@wcainc.org; joe.ayers@tccacation.com; joep@lakesandprairies.net; lpigatti@mahube.org; lmaron@reachupinc.org; msexton@wccaweb.com; msullivan@capagency.org; mike.thorsteinson@threeriverscap.org; nsteffl@smoc.us; patrickg@c2r2.org; patrick.mcfarland@accap.org; ranordin@nwcaa.org; bobb@lakesandpines.org; bmelby@intercountycc.org; ronv@whiteearth.com; stephenn@wcmca.org; wayne.stenberg@semcac.org; Dickhausen, Jeanne (MDE) [Jeanne.Dickhausen@state.mn.us]; Boemer, Lisa (MDE) [lisa.boemer@state.mn.us]; Gayle Kelly Work [gayle@mnheadstart.org]

Attachments: 2014 State HS Plan - Part ~1.doc (115 KB) ; 2014 State HS Plan - Part~1.xlsx (41 KB) ; SFY2014 MN HS Allocation ~1.xlsx (93 KB) ; SFY2014 MN HS Program Pla~1.docx (454 KB)

Dear Head Start Grantees:

Attached is the funding application for SFY 2014. We are aware of the stress you are currently under especially with sequestration and re-competition looming and the unknown impacts of all that on your programs. Therefore, we are keeping the funding allocation consistent with SFY 13 and have not incorporated any changes in the application process with the exception that we no longer require you to send in your policy council minutes other than as documentation for approval of the state application you are submitting. Please see the instructions for completing your applications. Although there are no current legislative changes proposed for Head Start there is always a potential. If anything does change, MDE will create a simple amendment process for you.

I know you are awaiting more information from the Region V office on dealing with sequestration. State funded children should not be treated any differently than your federally funded children, especially since we know that most programs combine their state and federal funds. For instance, if you are closing your program two weeks earlier than planned because of the federal reduction in funds, you can combine the state funds to keep the

program operating a few more days.

MDE will continue to monitor state funded enrollment.

I hope this process will be easy for you. Please submit your applications by May 15, 2013 to ensure your grants are in place by July 1, 2013. Thank you for all you do.

Special Request ASAP:

1. If you have not completed the survey monkey concerning waiting list, please send now to Jeanne Dickhausen, our Head Start Collaboration Specialist. Jeanne.dickhausen@state.mn.us
You can e-mail Jeanne directly and just let her know the number of EHS and the number of regular HS children on your waiting lists if that is easier than filling out the survey. As the legislature moves toward their omnibus finance bill, we want to be sure to have this important information available.
2. Can you send your immediate plans to balance your decrease in the federal budget. We are especially interested if you plan to end your program earlier especially since this impacts children in your program with IEPs. Just a brief statement is all that is needed. Also, I think that will be of interest to the state legislature as well. That information can also be sent to Jeanne. Jeanne.dickhausen@state.mn.us

Barbara O'Sullivan
Early Learning Services Supervisor

Cc Jeanne Dickhausen, Head Start Collaboration Specialist.

STATE HEAD START GRANT TOTAL**\$395,273.****CURRENTLY FUNDED OPTION #1**

Childcare Collaboration with the YWCA of Duluth (provides the full range Head Start services to families enrolled at the YWCA Childcare Center)

21 children-infants/toddlers/preschoolers

1 teacher/family advocate (full-time and year round with infants and toddlers, school year only with preschoolers)

CURRENTLY FUNDED OPTION #2

Families in Transition (provides the full range of Head Start services to families with preschool children experiencing homelessness)

18 children-infants/toddlers/preschoolers

2 teacher/family advocates (30 hours each, 1 year round with infants and toddlers at reduced hours)

20% of their time/pay

1 mental health

2 administrative assistants

1 recruiter

4 coordinators

1 director

Note: Because we just received this application during our spring break, we may make some minor changes but do not anticipate any significant changes from this current year.

—1140 - Tobacco-Free School District

2nd Reading 4/16/2013

Information and Purpose

The School Board is committed to promoting a healthy lifestyle for its students and staff. Tobacco use is identified as a major health risk for both the users and the non-users. The School Board has a responsibility to promote a safe and healthy environment for students, staff, and other citizens. It is the intention of the School Board to provide school district sites that are tobacco-free and, therefore, consistent with messages given in health education programs. The School Board believes this policy decision will accommodate concerns expressed by parents, students, and community officials relative to tobacco issues associated with the Duluth Public Schools.

Duluth City Code, Chapter 11 Section 9, effective February 2, 1990, states as follows :

(a) The smoking of cigarettes within the city by any person below the age of eighteen (18) years is hereby prohibited. Any person of such minor age found smoking cigarettes shall be guilty of a misdemeanor.

(b) No person under eighteen (18) years of age shall possess any cigarettes on his or her person.

Policy Statement

~~Effective September 1, 1988, Smoking and the use of tobacco products shall be prohibited on School District facilities. This includes school buildings, school grounds, owned and leased vehicles, and sites leased by the School District. No one will use tobacco products while in or on School District facilities. In addition, all persons will refrain from visibly flaunting tobacco products.~~

Exception

~~(MN Statue 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a designated tobacco pouch designated intended for spiritual or cultural ceremonial support.~~

~~It shall not be a violation of this policy for an American Indian student to carry loose a small amount of tobacco in a designated tobacco pouch designated intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.~~

Persons Affected

~~No one will use tobacco products while on, or in, School District facilities. In addition, all persons will refrain from visibly flaunting tobacco products.~~

Tobacco Use Cessation Program

~~A cessation program will be provided by the School District. This cessation program shall be offered at no cost to the student or employee. Also included as part of this cessation program will be organized support groups to provide follow-up programs for staff and students.~~

Enforcement Procedures

Students (K-12)

Students violating any part of this policy, which includes the city code cited above, will be referred to the School District site administrator or designated staff members. Students who are referred to the administration for violation will experience the following disciplinary procedures:

1. **First violation:** ~~one (1) day in-school suspension; letter to parents. Mandatory notification of police; student conference; notification of parent(s) or guardian (s); tobacco ticket. Mandatory police notification; student conference; parent(s) or guardian(s) notification; tobacco ticket.~~ 1 day in or out of school suspension. 1 day in- or out-of-school suspension.
2. **Second violation:** ~~one (1) day dismissal followed by a parent conference and referral to the district provided cessation program. 1 day in or out of school suspension. 1 day in- or out-of-school suspension.~~ 1 day in or out of school suspension. 1 day in- or out-of-school suspension.
3. **Third violation:** ~~three (3) day suspension, in accordance with the Pupil Fair Dismissal Act of 1974, followed by a parent conference prior to re-admission. 1 to 3 days out-of-school suspension.~~ three (3) day suspension, in accordance with the Pupil Fair Dismissal Act of 1974, followed by a parent conference prior to re-admission. 1 to 3 days out-of-school suspension.
4. **Fourth violation:** ~~the student will be recommended for expulsion.~~

Students (Post-Secondary)

1. **First Violation:**
 - a. ~~Student will meet with the appropriate supervisor or administrator to discuss violation and seriousness of the problem. A record of this conference will be kept by the administrator.~~
 - b. ~~Student will be given a copy of the ISD 709 Tobacco Free Policy 1140.~~
 - c. ~~Student will be encouraged to participate in a tobacco information and/or cessation program.~~
2. **Second Violation:**
 - a. ~~Student will meet with the appropriate supervisor or administrator. A record of this conference will be kept by the administrator.~~
 - b. ~~Student will again be encouraged to participate in a tobacco information and/or cessation program.~~
 - c. ~~Student will be placed on probation and appropriately notified.~~
3. **Third Violation:**
 - a. ~~Student will meet with the appropriate supervisor or administrator. A record of this conference will be kept by the administrator.~~
 - b. ~~The student will be appropriately notified and suspended from classes for three (3) days.~~
4. **Fourth Violation:**
 - a. ~~Student will meet with the appropriate supervisor or administrator. A record of this conference will be kept by the administrator.~~
 - b. ~~Student will be recommended for further disciplinary action for repeated disregard of School District policy, which could include expulsion for the balance of the academic year.~~

Staff

Staff members who are in violation will experience the following disciplinary procedures:

1. **First violation:** a verbal warning by the immediate supervisor.
2. **Second violation:** a written warning with a copy placed in the staff member's personnel file and referral to the Employee Assistance Program.
3. **Third violation:** will be cause for dismissal.

Other Citizens

Citizens in violation of this policy will experience the following:

1. A verbal request to stop smoking or to stop the use of other tobacco products on the School District site.
2. Upon refusal to comply, a report will be made to the School District site supervisor who will issue a second verbal warning.
3. If the second warning is ignored, the site supervisor will direct the citizen to leave the site. Should non-compliance result, local law enforcement personnel will be called.

School Neighborhoods

It is not the intention of a Tobacco-Free School District Policy to move student tobacco use from the School District site to the immediate neighborhoods; however, School District jurisdiction is limited only to the designated School District sites. Should neighbors request assistance, the school staff may be dispatched by the site administrator to counsel with students using tobacco in the neighborhood. Also, local law enforcement personnel may be called to assist.

Adopted: 8-11-87 ISD 709

Revised: 12-12-89

7-17-90

6-20-95

4-23-13

SCHOOL DISCIPLINE POLICY
FOR
ELEMENTARY AND SECONDARY SCHOOLS

2013-2014



SCHOOL DISCIPLINE POLICY FOR ELEMENTARY AND SECONDARY SCHOOLS

FOREWORD

The School Discipline Policy has been prepared to define clearly the rights and responsibilities of persons in the Duluth Public Schools, ISD 709. WE URGE EACH PARENT OR GUARDIAN AND STUDENT TO REVIEW THIS MATERIAL CAREFULLY AND REFER ANY QUESTIONS TO SCHOOL ADMINISTRATION.

The Duluth School Board and administrative team believe that a self-disciplined, respect-filled, restorative ~~culture attaining practices help to achieve~~ the aims of high student achievement, a safe and welcoming environment, and efficient and effective systems ~~is essential~~.

The rights of individual students shall be protected and each student shall be expected to respect the person and rights of all other students, teachers, and other school personnel as well as school property.

SCHOOL/COMMUNITY RESPONSIBILITIES

THE DULUTH SCHOOL BOARD shall carry out the educational requirements as expressed in law and formulate and adopt policies for the organization, management, and control of the school system, including policies applicable to its operation. The board, acting through the superintendent of schools, is responsible for the supervision of the behavior of students while legally under the supervision of the school.

THE SUPERINTENDENT OF SCHOOLS shall establish all necessary procedures, rules, and regulations to make effective the school board policies relating to the standards of student behavior and shall be responsible to the board for discipline in the ISD 709 public schools.

THE ASSISTANT SUPERINTENDENT OF SCHOOLS shall be responsible to the superintendent and shall implement all necessary procedures, rules, and regulations to make effective the school board policies relating to standards of student behavior in the schools and data collection regarding student behavior in the schools.

THE SCHOOL PRINCIPAL includes both the principal and assistant principal(s) and shall be responsible to the assistant superintendent of schools in implementing all necessary procedures, rules, and regulations to make effective the school board policies relating to the standards of student behavior.

The principal:

- a. Shall have the responsibility and the authority to formulate school expectations and regulations not in conflict with school board policies relating to standards of student behavior and data collection regarding student behavior in the schools.
- b. Shall be responsible for disseminating the expectations and regulations currently in effect for the school to all faculty, students, parents/guardians, and all interested community groups at the beginning of each school year, and to each new student upon registration.
- c. Has the authority to impose suspensions and/or recommend to the superintendent of schools the exclusion or expulsion of a student consistent with the guidelines of M.S. 121A.41, The Pupil Fair Dismissal Act, for violation of law or failure to comply with school regulations.

THE SCHOOL RESOURCE OFFICER (SRO) is a police officer employed by the Duluth Police Department, not an employee of ISD 709. The officer is a resource to the school principal, staff, parent(s) or guardian(s), and students, and is available to talk to students about personal matters.

When assisting the school in investigations initiated and conducted by the school district, the resource officer may speak with students who are victims, witnesses, and suspects. In such cases, questioning should take place in the presence of the school principal or designee, and the school will attempt to notify the student's parent(s) or guardian(s) if the student's actions could result in criminal charges.

When the resource officer or other law enforcement official must conduct non-school related law enforcement business on school grounds, school officials, unless prohibited by law, will attempt to contact parent(s) or guardian(s) before the student is questioned.

TRANSPORTATION is a service and a privilege provided to eligible students in the Duluth school system. All district and building discipline policies apply to student behavior during transportation to and from school and all school-sponsored activities. Transportation personnel will forward all bus conduct reports to the Transportation Office and to the building principal. If the student's transportation privileges are suspended, it is the responsibility of the parent(s) or guardian(s) to provide transportation to and from school.

THE STAFF shall be responsible to the principal for implementing all necessary procedures, rules, and regulations to make effective the school board policies relating to the standards of student behavior.

When a staff member's efforts to solve a behavior problem are unsuccessful, the student shall be referred to the principal, who has the responsibility and authority to use such measures as may be necessary to maintain control within the classroom, school building, and on school property.

All employees are expected to participate directly in the supervision and guidance of the behavior of all students within their scope of authority and responsibility.

Principals will notify all personnel (including custodians, para-professionals, cafeteria personnel, and clerical staff) of their authority and responsibilities relating to student behavior.

All staff are expected to deal with students in a fair, firm, and consistent fashion. It shall be the responsibility of the principal to assist all concerned with this task.

THE TEACHING STAFF has the responsibility/authority to:

- a. Make clear what standards of student behavior are required by the teacher. A copy of the teacher's expectations of acceptable behavior shall be posted in the teacher's classroom. These rules shall be consistent with district policy.
- b. Report any violations of the district and/or building discipline policy to the principal.
- c. Manage classroom privileges.
- d. Assign school classroom learning activities.
- e. Request a parent(s) or guardian(s) conference.
- f. Refer learning challenges to the building principal or for students with disabilities, to the Individual Education Plan (IEP) manager.
- g. Use reasonable measures as may be necessary to ensure an appropriate learning culture in the classroom, school, and on school grounds.
- h. Confront inappropriate behavior and respond pursuant to the ISD 709 Student Discipline Policy.

PARENT(S) OR GUARDIAN(S) have the legal responsibility for the behavior of their children as determined by law and community practice. Parent(s) or guardian(s) are expected to exercise the required controls so that the student's behavior

will be conducive to the development of self-discipline and will not be disruptive to the school's education program. Parent(s) or guardian(s) shall provide the school with information on how they may be contacted.

Partnership between parent(s) or guardian(s) and school is essential in assisting students to work to the best of their ability and achieve a good school experience. Parent(s) or guardian(s) have a responsibility to help maintain communication with the school by participating in school community activities such as Parent-Teacher-Student Association (PTSA) meetings, attending scheduled individual conferences, and bringing matters of concern to the attention of the principal or faculty. Parent(s) or guardian(s) should report to school staff any information they have concerning illegal activities or any violations of school rules that threaten the health, safety, or property of others.

STUDENTS' RIGHTS AND RESPONSIBILITIES

RIGHTS – The rights of an individual are preserved only by the protection and preservation of the rights of others. A student is responsible for the manner in which his/her individual rights are exercised and must accept the consequences of any actions that are committed outside the boundaries of those rights. Cooperative relationships between staff, students, and parent(s) or guardian(s) is the foundation for quality support and service. Rights bring responsibilities. The rights and responsibilities listed here are not all inclusive, for students have other rights guaranteed by the Constitution and by state and local laws. This statement of rights and responsibilities is a general guide and is not proposed to cover every situation that may arise.

THE RIGHT TO LEARN – Each student has the right to attend school in a safe environment, free from fear, and gain an education as provided by law. The right to learn also includes the right of classes to meet and carry on studies without interruptions, disruptions, or distractions, whether from inside or outside the classroom. Behavior that disrupts the normal functioning of classes is an infringement on the rights of others.

THE RIGHT TO FREE SPEECH AND EXPRESSION – Students in the Duluth Public Schools represent a wide range and diversity of opinion and background. Students have the right to express opinions, take stands, and support causes, either publicly or privately, provided such expressions are not libelous or obscene according to current legal definition and do not interfere with the rights of others or disrupt or distract from the atmosphere for learning in the school. The right to free expression of religion under the U.S. Constitution and the American Indian Religious Freedom Act is protected.

THE RIGHT TO BE INFORMED OF RULES – Students have the right to be informed of all policies, rules, and regulations they are expected to follow. Copies of these rules governing the code of conduct shall be available in each school office, and the basic rules shall be published and distributed to all students, parent(s) or guardian(s), and other interested persons.

THE RIGHT TO PRIVACY – Students' rights to privacy regarding school records will be protected and any disclosure of information from student permanent records shall be consistent with legal requirements.

THE RIGHT TO PERSONAL PROPERTY – Students have the right to be secure in their persons, papers, and effects; however, they must refrain from bringing onto school property or to school-sponsored events any material or item that would cause, or tend to cause, a disruptive activity or endanger the health and safety of students or other persons. When reasonable cause exists for a school principal to believe that such items are present, general or individual searches may be conducted under the authorization of the principal or representative designated by the principal.

School lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school authorities for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by the police or school officials. If practical and

reasonable, search of an area assigned to a student will be made in the presence of an adult witness and in the presence of the student. Illegal items may be seized by school authorities, and items which disrupt, distract from, or interfere with the educational process may be removed from student possession.

When school officials deem it appropriate, the Duluth Police Department may perform random safety sweeps of the buildings including parking lots, and lockers as appropriate.

RESPONSIBILITIES – Students are responsible for the consequences of their behavior. Each student is responsible for knowing and obeying all school rules and regulations. Principals shall be responsible for informing the parent(s) or guardian(s) of any student whose behavior is in serious conflict with established rules, public laws, and procedures. Notwithstanding the provisions of any law to the contrary, the conduct of all students twenty-one years of age and under attending a public elementary or secondary school shall be governed by a single set of reasonable rules and regulations promulgated by the local school board (M.S. 120A.20).

Students are responsible for reporting any illegal activities or serious violations that threaten their health, safety, or property of themselves or others.

Students are responsible for following all necessary procedures, rules, and regulations to make effective the school board policies relating to the standards of student behavior. All acts or conduct prohibited by state, federal, or local law are also considered a violation of the School Discipline Policy.

RESPONSIBILITY FOR ACADEMIC WORK – Duluth Public Schools faculty and staff are responsible to provide learning opportunities that are relevant and of high quality. Students are responsible to engage these opportunities through:

- Completing class assignments on time as instructed by the teacher.
- Properly caring for the instructional materials furnished to them by the school district.
- Bringing to class all materials required for daily classroom use.
- Actively participating in the learning activities.

RESPONSIBILITY REGARDING ATTENDANCE AND TARDINESS – Students are responsible for being in attendance each school day. Students shall be familiar with and responsible for following all school district attendance and tardiness policies, rules, and regulations.

RESPONSIBILITY FOR DISCIPLINE – Students have the right to a free public education and they are responsible for:

- Complying with the expectations and regulations of the school district and the instructions of all school district personnel.
- Respecting the authority of the faculty and school district officials on school property, on district-provided transportation, and at school-sponsored, off-campus events.

Failure to meet these responsibilities may ~~be cause of~~ result in disciplinary action.

Principals may ~~choose to include~~ restorative processes and procedures practices as a component of a disciplinary action.
~~The application and use of the restorative processes is at the discretion of the superintendent~~

DEFINITIONS OF DISCIPLINARY ACTIONS

SCHOOL ZONE – Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone also includes the area within a school bus being used to transport one or more elementary or secondary school students.

STUDENT CONFERENCE – Depending on the violation and the seriousness of the action, a student may meet with the principal and/or a teacher to discuss the incident. Students may be asked to formulate a plan during this conference which addresses their behavior and a commitment to solutions for improvement.

PARENT(S) OR GUARDIAN(S) CONFERENCE – A parent(s) or guardian(s) conference is required if a student has committed a serious rule violation or has been suspended out of school. If a parent or guardian is unable to be present, the principal shall contact the parent(s) or guardian(s) by letter or telephone.

DETENTION – A student may be asked to remain after school by a teacher or principal for the purpose of correction of a violation. Any student, who is instructed to report after school but is unable for any reason, must obtain permission from the teacher or principal. Reasonable attempts will be made to contact parent(s) or guardian(s) prior to implementation.

REMOVAL FROM CLASS – All students have the right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class. This removal is limited to a reasonable time-frame to be reinstated upon an agreed solution with the instructor and principal as necessary. Students shall be allowed the privilege of making up daily work, including tests and final exams, upon return after removal from class.

DISMISSAL FOR THE DAY means an action by a principal requiring a student to leave school property for one day or less. Parent(s) or guardian(s) notification is required and a parent(s) or guardian(s) conference is required prior to re-admittance. Students shall be allowed the privilege of making up daily work, including tests and final exams, upon return after dismissal for the day.

Removal from class or dismissal for the day of students with disabilities is also governed by the Individuals with Disabilities Education Act, M.S. 125A.03, and Minnesota Rules. See the section of this policy entitled “Students with Disabilities.”

IN-SCHOOL SUSPENSION means an action taken by the principal removing a student from class to a separate room for part or all of a school day(s). The availability of ISS is based on individual building resources. Credit will be given for all school assignments completed during the period of in-school suspension.

SUSPENSION means an action taken by school administration prohibiting a student from attending school for a period of no more than ten school days. Students will also be prohibited from all school-related activities during suspension.

If a suspension is longer than five days, the suspending administrator must provide the superintendent with a reason for the longer suspension. Additional suspensions following a five-day suspension may be imposed if the student will create an immediate and substantial danger to self or to surrounding persons or property, so long as the total suspension does not exceed fifteen school days (ten total days for students with an IEP).

Alternative educational services shall be implemented if a suspension exceeds five days. The purpose of suspension is to remove the student from the school environment and to provide time for professional staff, parent(s) or guardian(s), and student to discuss the matter and bring about an agreement on future conduct. A separate administrative conference is required for each period of suspension.

Suspension of students with disabilities shall be made pursuant to the Pupil Fair Dismissal Act, Minnesota Rules, the Individuals with Disabilities Education Act, and M.S. 125A.03. See the section of this policy entitled “Students with Disabilities.”

A pupil may be suspended for:

- a. Willful violation of any reasonable school board regulation.
- b. Willful conduct which materially and substantially disrupts the rights of others to an education.
- c. Willful conduct which endangers school district employees, the student or other students, or the property of the school or others.

Suspension procedures are the following:

- a. The principal shall hold an informational conference with the student, except where it appears the student will create an immediate and substantial danger to self or to surrounding persons or property.
- b. A written notice of suspension shall be served upon the student at the time of suspension, if possible, and upon his/her parent(s) or guardian(s) by mail. Staff will also attempt to notify the student’s parent(s) or guardian(s) by telephone at or before the suspension is to take effect.
- c. Students should have the opportunity to complete and receive credit for any assigned course work and/or tests given during their time of suspension. The work shall be completed and the tests taken in a timely manner.
- d. Days of out-of-school suspension shall not be counted as unexcused absences for purposes of attendance.

REFERRAL FOR RISK ASSESSMENT – Students deemed to be a threat to themselves and/or others may be asked to undergo a formal risk assessment by a district approved mental health professional before being readmitted to school.

REFERRAL TO STUDENT SUPPORT TEAMS (SST) – Referral to building SST is to be **made** by school personnel, parent(s) or guardian(s), or community agencies. The parent(s) or guardian(s) shall be consulted if any special services are to be made available to a student.

ALTERNATIVE EDUCATIONAL SERVICES may include special tutoring, modified curriculum, other modifications or adaptations, instruction through electronic media, special educational services as indicated by appropriate assessment, homebound instruction, supervised homework, or enrollment in another district or alternative learning center, selected to allow the pupil to progress toward meeting graduation standards although in a different setting.

EXPULSION OR EXCLUSION – “Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to twelve months from the date the student is expelled. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. Expulsion and exclusion proceedings shall be in accordance with M.S. 121A.41, the Pupil Fair Dismissal Act.

A school board may expel for a period of at least one year a student who is determined to have brought a firearm to school. For the purposes of this section, firearm is as defined in United States Code, title 18, section 921.

In accordance with M.S. 121A.41, The Pupil Fair Dismissal Act, a student and his/her parent(s) or guardian(s) shall be served personally or by mail with notice of the expulsion hearing. The hearing will be held within ten days of service of the written note, unless continued pursuant to the statute. The recommendation of the hearing officer shall be made to the school board within two days of the end of the hearing. The decision of the school board shall be rendered at a special meeting within five days after receipt of the recommendation of the hearing officer. The student shall receive due process as set forth in M.S. 121A.41, The Pupil Fair Dismissal Act.

STUDENTS WITH DISABILITIES being served on an IEP are expected to follow the School Discipline Policy the same as other students. Standard disciplinary action or variance from that action must be stated in each IEP. Specific exceptions to

the code of conduct related to manifestation of the student's disability will also be included in the IEP. The basic additional rules for discipline concerning students with disabilities are as follows:

- a. School Rules – “Regular” school rules apply if and only if the student discipline rules are determined at an IEP meeting to be appropriate for the student.
- b. Maximum Suspension – No student with a disability may be suspended for more than ten total days in a school year unless due process procedures have been carefully followed.
- c. Manifestation Determination – An IEP team meeting must be held to conduct a manifestation determination for student misconduct resulting in under the following circumstances:
 - Prior to the commencement of an expulsion or exclusion,
 - Any decision to change the placement of a student due to the student's behavior,
 - Removal from school for more than five consecutive or ten cumulative consecutive school days,
 - A series of removals that constitute a pattern because the series of removals total more than 10 school days in a school year or parent request,
 - Student's behavior is substantially similar to the student's behavior in previous incidents that resulted in a series of removals,
 - School personnel removes a student to an interim alternative educational setting for not more than 45 school days for behavior involving,
 - Weapon (exception is blade of less than 2.5 inches in length 18 U.S.C. § 930 (g) (2)),
 - Illegal drugs,
 - Infliction of serious bodily injury (substantial risk of death; extreme physical pain; protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ, or mental faculty 18 U.S. C. § 1365 (h) (3)).

~~when subjected to a series of removals that constitute a pattern, or at parent request.~~ The IEP meeting must be held within ten school days of the beginning date of suspension to determine whether misconduct is a manifestation of the student's disability.

When misconduct is determined to be a manifestation of the disability, and the IEP team has not created a positive behavior intervention plan (BIP) prior to removal, both a functional behavioral determination (FBA) and BIP must be developed as soon as possible, but not more than thirty school days from the time of the manifestation determination meeting. If the student already had a BIP at the time of the misconduct, the IEP team must review it and decide whether to modify it to address the misconduct (M.R. 3525.2550).

When the misconduct is not determined to be a manifestation of the disability, school personnel may apply relevant disciplinary procedures in the same manner and for the same duration as the procedures would be applied to children without disabilities. Educational services would be provided for a removal from the educational setting, so as to enable the student to continue to participate in the general education curriculum and progress toward meeting IEP goals. The student may also receive, as appropriate, an FBA, BIP, and modification designed to address the behavior violation so that it does not recur.

- d. Positive Behavior Intervention – The district expects and encourages the planned development and use of positive behavioral interventions. The district discourages the use of punitive, aversive, or deprivational interventions.

REFERRAL TO JUVENILE AUTHORITIES – If a student's behavior may be a violation of law, the principal or designated representative may contact juvenile authorities or police. If the officer indicates that he/she is arresting the student, with or without a warrant, he/she shall have complete jurisdiction and responsibility in the matter and the principal shall not interfere with the student's removal from the building.

The student will, in all cases, be accorded the rights of due process.

INFORMATION AND REVIEW PROCESS – Students or parent(s) or guardian(s) who wish to discuss concerns or review actions taken, provided actions do not involve expulsion or suspension, may request a conference with school personnel. It is recommended that conferences occur between personnel closest to the concern and be solution-based toward district aims and vision.

POLICY REVIEW PROCESS – The school board shall conduct an annual review of the School Discipline Policy.

NOTE: Residential/Day Treatment and alternative sites will have some discretion in the application of the policy.

STANDARDS OF CONDUCT

Standards of conduct are developed to ensure the district's aim of high achievement and safe and welcoming environments. Disciplinary policies within the elementary and secondary schools shall be enforced within the general guidelines as set forth below and are designed to prevent student's inappropriate behavior from recurring. These guidelines clearly describe the various administrative actions that will be taken for violations of the law and the school district standards of behavior.

The listing of minimum actions does not require that a "step-by-step" progression of increasing severity be employed by an administrator in dealing with a violation. However, there should be a logical relationship between the severity of the offense and the administrative action. The intent of this section is to list the mandatory minimum disciplinary actions for each violation. The following represent the majority of violations that occur in the schools, but others may occur which will warrant disciplinary action. Principal discretion to the enforcement of policy will be used when age, **culture** and development/ability are factors to behavioral issues.

The assistant superintendent of schools will be consulted if any site desires to implement policy which exceeds the disciplinary action for violations stated in this handbook.

For students with a history of violent behavior, staff will be notified per Policy 5022 – Staff Notification of Violent Students.



	VIOLATION	DISCIPLINARY ACTION
ALCOHOL	<p>A student shall not possess, use, transmit, or be under the influence of alcoholic beverages of any kind:</p> <ul style="list-style-type: none"> ▪ On school grounds immediately before, during, or after school hours. ▪ On school grounds at any time when the school is being used by any school group. ▪ Off school grounds at a school activity, function, or event. ▪ On any district-provided transportation. ▪ In a school zone as defined by Minnesota Statutes. 	<ul style="list-style-type: none"> - <u>First Offense</u>: Mandatory notification of police; notification of parent(s) or guardian(s); 1 to 3 days in- or out-of school suspension; referral to building SST. - <u>Second Offense</u>: 3 days out-of-school suspension; referral to building SST. - <u>Third Offense</u>: 5 days out-of-school suspension. - <u>Fourth Offense</u>: Move for expulsion.
ARSON	<p>1. "Arson" – The intent or intentional destruction of or damage to any school building, school or personal property, injury to persons by means of fire or explosives. This includes all behaviors within the 'school zone' on school-sponsored/supervised activities.</p> <p>2. Failure to exercise ordinary caution resulting in fire within any area identified in #1 above, damage to school or personal property, or injury to person(s).</p> <p>3. False alarm or tampering with any part of a fire suppression system (including, but not limited to sprinkler, fire alarms, smoke detectors, fire extinguishers, or any other part of the fire suppression system). Giving a false alarm (police, fire, ambulance, 911) or tampering or interfering with any fire alarm system.</p> <p>4. Matches, lighters, and other fire starting materials are not allowed on school premises.</p>	<ul style="list-style-type: none"> - <u>First Offense</u> – Mandatory notification of police, Fire Marshall, and F.I.R.S.T. Program; notification of parent(s) or guardian(s); refer for attendance at F.I.R.S.T. Program Saturday School; restitution if damage occurred; risk assessment and 3 days out-of-school suspension; consideration for expulsion. - <u>Second Offense</u> – 5 days out-of-school suspension; consideration for expulsion. - <u>First Offense</u> – Mandatory notification of police and Fire Marshall; notification of parent(s) or guardian(s); restitution if damage occurred; suspension; consideration for expulsion. - <u>Second Offense</u> – Consideration for expulsion. - <u>First Offense</u> – Mandatory notification of Fire Marshall or appropriate authorities; notification of parent(s) or guardian(s); 3 days out-of-school suspension; consideration for expulsion. - <u>Second Offense</u>: Consideration for expulsion. - <u>First Offense</u>: Materials will be confiscated and parents may be notified.
ASSAULT	<p>1. "Assault" is acting to cause fear in another of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another.</p> <p>2. "Aggravated assault" is committing an assault upon another person with a dangerous weapon or an assault that inflicts great bodily harm upon another person. (In cases involving harassment, as defined in the Harassment Policy, a district specialist will be consulted.)</p> <p>3. "Criminal Sexual Assault" is defined by M.S. 609.341. (Refer to Sexual Harassment/Assault Response Protocol.)</p>	<ul style="list-style-type: none"> - <u>First Offense</u>: Mandatory notification of police or probation officer, if applicable; notification of parent(s) or guardian(s); 1 to 3 days in- or out-of school suspension. - <u>Second Offense</u>: 3 to 5 days out-of-school suspension. - <u>Third Offense</u>: 3 to 5 days out-of-school suspension; consideration for expulsion. - Mandatory notification of police or probation officer, if applicable; notification of parent(s) or guardian(s); 3 to 5 days out-of-school suspension; consideration for expulsion depending on the severity of assault and past infractions. - <u>First Offense</u>: Mandatory notification of police or probation officer, if applicable; 3 to 5 days out-of-school suspension. - <u>Second Offense</u>: Move for expulsion.
ATTENDANCE	Truancy/tardiness	- See Policy 5025 and Regulation 5025R Attendance.



	VIOLATION	DISCIPLINARY ACTION
BOMB	A student shall not possess or commit crimes of violence using explosive devices including, but not limited to, bombs, grenades, rockets, mines, and fireworks. This also means devices that produce a chemical reaction that produces gas producing destructive effects.	– Mandatory notification of police or probation officer, if applicable; notification of parent(s) or guardian(s); 5 days out-of-school suspension; consideration for expulsion.
BOMB THREAT	A student shall not threaten directly or indirectly, to commit any crime of violence with purpose to cause evacuation of a school building or grounds or a school-related activity.	– Mandatory-notification of police; notification of parent(s) or guardians(s); 3 to 5 days out-of-school suspension; consideration for expulsion. A plan for readmission must be developed, which may include a risk assessment if the student is to return to school.
BULLYING	A student shall not intentionally hurt another person or group of people , either physically or psychologically. A student may not participate in or conspire with others to engage in harassing acts that injure, degrade, or disgrace other individuals or groups of people. No student may intentionally or knowingly act in a manner where they should reasonably believe that the other person or group of people will regard the act as offensive or provocative. This includes off-campus behavior that negatively impacts effective school operations or the rights of others to an education or instruction.	– First Offense: Student conference; notification of parent(s) or guardian(s); consideration for 1 day in- or out-of-school suspension or dismissal; conference with parent(s) or guardian(s) if suspended. – Second Offense: 3 days out-of-school suspension. – Third Offense: 5 days out-of-school suspension; consideration for expulsion.
CYBER BULLYING	A student shall not use technology to intentionally hurt another person, either physically or psychologically. (e-mailing, instant messaging, text messaging, personal web pages such as MySpace or Facebook) to bully, intimidate and harass a person or group of people. A student may not participate in or conspire with others via technology to engage in acts that injure, degrade or disgrace other individuals or groups of people. No student may intentionally or knowingly act in a manner where they should reasonably believe that the other person or group of people will regard the act as offensive or provocative. This includes off-campus behavior that negatively impacts effective school operations or the rights of others to an education or instruction.	– First Offense: Student conference; notification of parent(s) or guardian(s); consideration for 1 day in- or out-of-school suspension or dismissal; conference with parent(s) or guardian(s) if suspended. – Second Offense: 3 days out-of-school suspension. – Third Offense: 5 days out-of-school suspension; consideration for expulsion.
COMPUTER	Data tampering, unauthorized use of data, violations of Policy 3187- Use Policy for Internet Access and Regulation 3187R - Internet Use Regulations (i.e. software modification or copyright violation, any attempt to install or use software that has not been approved by the district, violation of district network security, hardware damage/vandalism, etc.) is prohibited.	– First Offense – Loss or restriction of technology use; notification of parent(s) or guardian(s) and police or probation officer, if applicable; required restitution by parent(s) or guardian(s) and student; student conference; consideration for 1 to 3 days in- or out-of-school suspension. – Second Offense: Loss or restriction of technology use; 1 to 3 days out-of-school suspension; consideration for expulsion; required restitution by parent(s) or guardian(s) and student.
CONTROLLED SUBSTANCE (Prescription)	A student shall not possess, use, transmit or be under the influence of a controlled substance that is not prescribed to the student by a licensed health care professional: <ul style="list-style-type: none"> ▪ On school grounds immediately before, during, or after school hours. ▪ On school grounds at any time when the school is being used by any school group. ▪ Off school grounds at a school activity, function, or event. ▪ On any district-provided transportation. ▪ In a school zone as defined by Minnesota Statutes. <p>Refer to Regulation 6180R – Procedures of Administration of Medication During the School Day</p>	– First Offense: Mandatory notification of police; notification of parent(s) or guardian(s); 1-3 day suspension; referral to building SST. – Second Offense: 3 days out-of-school suspension; referral to building SST. – Third Offense: 5 days out-of-school suspension. – Fourth Offense: Move for expulsion.



DISRUPTIVE/DISORDERLY CONDUCT/INSUBORDINATION


VIOLATION	DISCIPLINARY ACTION
MINOR INFRACTIONS	
<p>A student shall not participate in actions that interfere with the rights of others to an education, instruction, and/or with the effective operations of the school. Such actions include off-campus behavior that negatively impacts effective school operations or the rights of others to an education or instruction including but not limited to: Refusal to follow school rules and regulations, refusal to follow directions given by a staff member, loud/boisterous behavior, inappropriate language, rude gestures, defiance, lying, throwing objects, running, leaving school grounds without proper authorization, and distributing unauthorized materials on school property.</p>	<ul style="list-style-type: none"> - Student conference; possible notification of parent(s) or guardian(s); possible detention or 1 to 3 days in- or out-of-school suspension.
<p>Attire - Attire or personal grooming that presents a risk to health, safety, property, interferes with education, or violates Policy 4015 and Regulation 4015R Prohibiting Harassment and Violence is prohibited. Hats, caps, scarves, jackets, and coats are to be stored in student lockers during the school day.</p>	<ul style="list-style-type: none"> - Student conference; notification of parent(s) or guardian(s). Student will be required to modify his/her attire in such a manner that it no longer violates this policy. The student may be sent home to modify unacceptable attire. Articles may be confiscated and returned to the parent(s) or guardian(s) at their request.
MAJOR INFRACTIONS	
<p>Academic Dishonesty – A student shall not cheat in any form on school grounds or in any school-related activity. This includes plagiarizing (copying from print, the internet, or other electronic resources, purchasing or copying another person’s work, and paraphrasing without citing the source).</p>	<ul style="list-style-type: none"> - First Offense: Teacher conference with student; teacher discretion for consequences. - Second Offense: Notification of parent(s) or guardian(s) and/or conference; teacher discretion for consequences. - Third Offense: Administration conference; consideration for loss of credit; consideration for 1 to 3 days in- or out-of-school suspension.
<p>Gambling – A student shall not gamble in any form on school grounds or in any school-related activity.</p>	<ul style="list-style-type: none"> - Referral to juvenile authorities or police and notification of parent(s) or guardian(s).
<p>Motor Vehicle Infractions</p> <ol style="list-style-type: none"> 1. Parking - A student shall not park in an unauthorized area on school property or park on school property without a valid school permit. 2. Reckless or Careless Driving – A student shall not drive on or near school property in such a manner as to endanger persons or property. 	<ul style="list-style-type: none"> - Parking ticket; possible loss of parking privileges; possible towing at owner’s expense. - Suspension; notification of police and parent(s) or guardian(s); suspension of parking privileges.
<p>Public Display of Affection (PDA)</p> <p>A student shall not display acts of physical intimacy and/or sexual contact that is offensive and causes others to feel uncomfortable in and is disruptive to the educational environment.</p>	<ul style="list-style-type: none"> --First Offense: Staff conference with students, staff discretion for consequences. --Second Offense: Conference with Administration, notification of parent(s) or guardian(s), referral to SST. --Third Offense: 1 to 3 days in-or out-or school suspension.
<p>Record and Identification Falsification - A student shall not falsify signatures or data, refuse to give proper identification or give false identification when requested to do so by a staff member, or give a false name or date of birth to police.</p>	<ul style="list-style-type: none"> - Student conference; notification of parent(s) or guardian(s); possible result in a court referral for giving a false name or date of birth to police.
<p>Transportation Infractions – A student shall not participate in disruptive, distracting, or destructive conduct that interferes with the safe and orderly operation of the transporting of students.</p>	<ul style="list-style-type: none"> - First Offense: Student conference; notification of parent(s) or guardian(s). - Second Offense: Up to 1 week suspension of bus privileges. - Third Offense: Up to 2 week suspension of bus privileges. - Fourth Offense: Up to 1 month suspension or possible loss of all bus privileges for the remainder of school year. - NOTE: Reporting to local police of misbehavior on a school bus causing an immediate and substantial danger to self or surrounding persons or property is required by law.



	VIOLATION	DISCIPLINARY ACTION
EXTORTION	A student shall not obtain property from another by verbal intimidation.	<ul style="list-style-type: none"> - <u>First Offense</u>: Mandatory notification of police or probation officer, if applicable; notification of parent(s) or guardian(s); 1 to 3 days in- or out-of-school suspension. - <u>Second Offense</u>: 3 to 5 days out-of-school suspension. - <u>Third Offense</u>: Move for expulsion.
FIGHTING	"Fighting" is mutual combat in which both parties have contributed to the situation by verbal and/or physical action.	<ul style="list-style-type: none"> - <u>First Offense</u>: Mandatory notification of police or probation officer, if applicable; notification of parent(s) or guardian(s); 1 to 3 days in- or out-of-school suspension. - <u>Second Offense</u>: 3 to 5 days out-of-school suspension. - <u>Third Offense</u>: 3 to 5 days out-of-school suspension; consideration for expulsion.
GANG ACTIVITY	Gang activity is strictly prohibited. A "gang" is herein identified as any group that participates in disruptive, intimidating, illegal, and/or violent activities as defined in this policy.	<ul style="list-style-type: none"> - <u>First Offense</u>: Student conference; notification of parent(s) or guardian(s); police notification; consideration for 1 to 3 days in- or out-of-school suspension. - <u>Second Offense</u>: 1 to 3 days in- or out-of-school suspension. - <u>Third Offense</u>: 3 days out-of-school suspension. <p><u>NOTE</u>: Repeated offenses involving assault, intimidation, or other illegal activity may result in recommendation for expulsion.</p>
HARASSMENT	<ul style="list-style-type: none"> ▪ Sexual harassment ▪ Sexual orientation harassment ▪ Religious harassment ▪ Ethnic/racial harassment (racial slurs, displays, emblems, graffiti, etc.) ▪ Disability harassment as defined in Policy 4015 and Regulation 4015R Prohibiting Harassment and Violence. (These actions may also constitute harassment as defined in Policy 4015 and Regulation 4015R Prohibiting Harassment and Violence.) 	<ul style="list-style-type: none"> - <u>First Offense</u>: Student conference; notification of parent(s) or guardian(s); consideration for 1 day in-school suspension or dismissal; mandatory filing of a complaint with ISD 709 Human Resources. - <u>Second Offense</u>: 3 days out-of-school suspension. - <u>Third Offense</u>: 5 days out-of-school suspension.
HAZING	"Hazing" means committing an act against a student or coercing a student into committing an act that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization. "Student organization" means a group, club, or organization having students as its primary members or participants. Hazing may be reported to any staff member or administrator. Refer to Policy 5083 Hazing Prohibition.	<ul style="list-style-type: none"> - <u>First Offense</u>: 1 to 3 days out-of-school suspension. - <u>Second Offense</u>: 3 to 5 days out-of-school suspension. - <u>Third Offense</u>: 5 days out-of-school suspension.
HOMICIDE	A student shall not commit homicide, which means the killing of one human being by the act, procurement, or omission of another.	Mandatory notification of police; move for expulsion.
ILLEGAL DRUGS	<p>A student shall not possess, use, transmit, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, intoxicants of any kind, look-alike drugs, or substances that may have the appearance of an illegal substance, such as catnip, oregano, flour, saccharin, or other items or paraphernalia:</p> <ul style="list-style-type: none"> ▪ On school grounds immediately before, during, or after school hours. ▪ On school grounds at any time when the school is being used by any school group. ▪ Off school grounds at a school activity, function, or event. ▪ On any district-provided transportation. ▪ In a school zone as defined by Minnesota Statutes. 	<ul style="list-style-type: none"> - <u>First Offense</u>: Mandatory notification of police; notification of parent(s) or guardian(s); 1 to 3 days suspension; referral to building SST. - <u>Second Offense</u>: 3 days out-of-school suspension; referral to building SST. - <u>Third Offense</u>: 5 days out-of-school suspension. - <u>Fourth Offense</u>: Move for expulsion. <p><u>NOTE</u>: Students who sell or deal controlled substances on school premises may be subject to expulsion on the first offense.</p>



	VIOLATION	DISCIPLINARY ACTION
OVER THE COUNTER MEDICATIONS AGAINST SCHOOL POLICY	Refer to Regulation 6180R – Procedures of Administration of Medication During the School Day	<p><u>First Offense:</u> Student conference; notification of parent(s) or guardian(s); consideration for 1 to 3 days in- or out-of-school suspension.</p> <p><u>Second Offense:</u> 3 to 5 days out-of-school suspension; consideration for expulsion.</p> <p><u>NOTE:</u> The school may revoke a student’s privilege to possess and use non-prescription pain relievers if the school determines that the student is abusing the privilege.</p>
PYROTECHNICS	A student shall not possess or detonate fireworks.	<p>– <u>First Offense:</u> Notification of parent(s) or guardian(s); 1 to 3 days in- or out-of-school suspension.</p> <p><u>Second Offense:</u> 3 days out-of-school suspension; consideration for expulsion.</p>
ROBBERY	A student shall not obtain property from another by use of force or threat of force.	<p>– <u>First Offense:</u> Mandatory notification of police or probation officer, if applicable; notification of parent(s) or guardian(s); 3 days out-of-school suspension.</p> <p>– <u>Second Offense:</u> 3 to 5 days out-of-school suspension.</p> <p><u>Third Offense:</u> Move for expulsion.</p>
TERRORISTIC THREATS	A student shall not threaten to commit any crime of violence with the purpose to terrorize another person.	– Mandatory notification of police; notification of parent(s) or guardians(s); 3 to 5 days out-of-school suspension; consideration for expulsion. A plan for readmission must be developed, which may include a risk assessment if the student is to return to school.
THEFT	A student shall not intentionally take, use, transfer, conceal, or retain possession of personal property of another without the other’s consent and with intent to deprive the owner permanently of possession of the personal property.	<p>– <u>First Offense:</u> Notification of parent(s) or guardian(s), police, or probation officer, if applicable; required restitution by parent(s) or guardian(s) and student; student conference; 1 to 3 days in- or out-of-school suspension.</p> <p><u>Second Offense:</u> 3 days out-of-school suspension; consideration for expulsion; required restitution by parent(s) or guardian(s) and student.</p>
THREAT/INTIMIDATION	A student shall not use words or gestures to intimidate or incite fear in another person.	<p>– <u>First Offense:</u> Student conference; notification of parent(s) or guardian(s); consideration for 1 day in-school suspension or dismissal; conference with parent(s) or guardian(s) if suspended; mandatory filing of a complaint with ISD 709 Human Resources.</p> <p>– <u>Second Offense:</u> 3 days out-of-school suspension.</p> <p><u>Third Offense:</u> 5 days out-of-school suspension; consideration for expulsion.</p>
TOBACCO	A student shall not use, possess, or visibly display tobacco products/smoking materials on school grounds, in a school zone, <u>owned or leased vehicles or sites leased by the school district</u> as defined by Minnesota Statutes. <u>Exception noted in MN Statue 144.4169: it shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of students parent or guardian and with written or verbal notice to the site administrator or principal.</u>	<p>– <u>First Offense:</u> Mandatory notification of police; student conference; notification of parent(s) or guardian(s); tobacco ticket.</p> <p>– <u>Second Offense:</u> 1 day in- or out-of-school suspension.</p> <p>– <u>Third Offense:</u> 1 to 3 days out-of-school suspension.</p>
VANDALISM/PROPERTY RELATED	<p>1. A student shall not willfully, cut, deface, or otherwise damage in any way any property, real or personal. This includes school busses.</p> <p>2. A fee will be charged for lost or destroyed textbooks, workbooks, or library books.</p>	<p>– Required restitution by parent(s) or guardian(s) and student; consideration for notification of police; 1 to 3 days in- or out-of-school suspension.</p> <p>– Parent(s) or guardian(s) and student shall be liable for fees charged by the school district.</p>

	VIOLATION	DISCIPLINARY ACTION
 VERBAL ABUSE	<p>A student shall not engage in obscene or abusive language/comments.</p>	<ul style="list-style-type: none"> - <u>First Offense</u>: Student conference; parent(s) or guardian(s) conference; consideration for 1 day in-school suspension or dismissal. - <u>Second Offense</u>: 2 days out-of-school suspension. - <u>Third Offense</u>: 3 days out-of-school suspension. <p><u>NOTE</u>: Engaging in obscene or abusive language directed towards a staff member will result in automatic mandatory in- or out-of-school suspension.</p>
WEAPON	<p>“Dangerous weapon” means any firearm, whether loaded or unloaded, knives, stun guns, martial arts instruments, mace or any device designed as a weapon, or any other device or instrument which in the manner it is used or intended to be used is calculated or likely to produce death or great bodily harm. This includes any look-alike object that may have the appearance of a weapon or dangerous instrument. A student shall not knowingly possess, store, handle, transmit, use, or encourage or aid any student to possess, store, handle, or transmit these weapons in:</p> <ul style="list-style-type: none"> ▪ Any school building. ▪ On any school premises. ▪ On any school-provided transportation. ▪ Off the school grounds at any school-related activity, event, or function. ▪ In a school zone as defined by Minnesota Statutes. 	<ul style="list-style-type: none"> - Mandatory notification of police or probation officer, if applicable; notification of parent(s) or guardian(s); 1 to 5 days out-of-school suspension; possible expulsion. Weapon will be confiscated by building administration. <p><u>NOTE</u>: A school board may expel for a period of at least one school year a student who is determined to have brought a firearm to school.</p> <p>For the purpose of this section, firearm is defined in United States Code, title 18, section 921.</p>

6140.10 - Co-Curricular Activities Participation Fees

Participation fees are charged to students who participate in the following co-/extra-curricular activities. Activities have been placed within categories depending upon the amount of money paid for coaching/advisor stipends, the number of games or contests held during a season, transportation costs associated with the activity, lease and rental costs, and the amount of money paid to officials and judges. The fee structure to be implemented as of August 1, 2013 is as follows:

Category One	Category Two	Category Three	Category Four
\$500	\$235	\$185	\$60
Hockey	Baseball	Cross Country Running	Math Team
	Basketball	Swimming	Knowledge Bowl
	Speech	Tennis	Drama
	Football	Track	
	Soccer	Cheerleading (Per Year)	
	Softball	Danceline (Per Year)	
	Volleyball	Golf	
	Swimming	Skiing-Alpine	
	Debate	Skiing-Nordic	

The participation fee is reduced for students who qualify for reduced lunch to \$25.00 for all activities. The participation fee is waived for students who qualify for free lunch. The family maximum fee will be \$1000.

All participation fees must be paid prior to the first scheduled event.

Participation Fee Refunds

Students who choose to participate in athletics must realize there are no guarantees regarding playing time or injuries. No participation fees will be refunded after the day prior to the first scheduled event.

Adopted: 6-18-96 ISD 709

Revised: 9-19-00

1-15-2002

11-21-2006

8-19-2008

6-16-2009

8-16-2011

5-21-2013

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 grants 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 organizations.

	Organization	Author/Contact	Project Title	Award Amount	Terms
1	Lloyd K. Johnson Foundation	Bill Gronseth	Youth Success Teams/AmeriCorps Support Project	\$10,000	Funds from this grant award will be used to help support having AmeriCorps in the Duluth Public Schools.
2	Minnesota Literacy Council	Beth Tamminen	Digital Literacy	\$30,846	Funds from this grant award will be used to allow the Adult Basic Education Program to pilot a new program that will provide computer skills assessment and training to recipients of Unemployment Insurance.

Lloyd K. Johnson FOUNDATION

March 25, 2012

Duluth Public Schools, ISD #709
William Gronseth, Superintendent
215 North 1st Avenue East
Duluth, MN 55802

Dear William:

The Board of the Lloyd K. Johnson Foundation is pleased to inform you that a grant to Duluth Public Schools, ISD #709 in the amount of \$10,000 has been approved to support School Success Teams.

In order to receive the grant funding, please review and sign the attached agreement and return the signed agreement to the: Lloyd K. Johnson Foundation 130 West Superior Street, Suite 520, Duluth, MN 55802. A check will be mailed to your organization shortly after we receive the signed grant agreement.

Please note that these grant funds must be used substantially in accordance with the budget included with your grant application and that no substantial changes in the budget or the grant period may be made without prior written approval from the Foundation. Any funds not used for the purposes stated in the approved grant application or any unspent funds must be returned to the Foundation.

A conditions of the grant agreement is that you submit a Final Report to the Foundation which includes a narrative of the progress made towards the goals described in the grant application as well as a final report of expenditures made from grant funds. The Final Report format is enclosed and is also available to download from our website (www.lloydkjohnsonfoundation.org).

We request that in any publicity given this grant, acknowledgement be made that the funds were received from the Lloyd K. Johnson Foundation. Please enclose copies of any publicity with your Final Report.

Congratulations on receiving funding from the Lloyd K. Johnson Foundation! If you have any additional questions, please feel free to contact me at 218.726.9000.

Sincerely,



Joan Gardner-Goodno
Executive Director
Lloyd K. Johnson Foundation
218.726.9000
igardner@lloydkjohnsonfoundation.org

EXECUTIVE DIRECTOR 60
Joan E. Gardner-Goodno

BOARD OF DIRECTORS
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RECEIVED

MAR 26 2013

Office of the Superintendent

Lloyd K. Johnson Foundation
~Grant Agreement~

ORGANIZATION: Duluth Public Schools ISD #709

AMOUNT: \$10,000

PURPOSE: Project Support - School Success Teams

GRANT PERIOD: March 2013 - July 2013

1. Use of Grant Funds: You may use grants funds only as described in the approved grant application. Any significant deviation from the approved itemized budget must be approved by the Foundation prior to expenditure. Any unspent funds must be returned to the Foundation.
2. Payment of Grant Funds: The grant funds will be paid by the Foundation after receipt of the signed grant agreement according to the following schedule of payment(s): **One payment of \$10,000.**
3. Certification and Maintenance of Exempt Organization Status: You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501 (c)(3) of the Code, and “not a private foundation”, within the meaning of Code Section 509 (a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170 (c)(1) (referred to hereafter as a “Public Charity”). You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity. Furthermore, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.
4. Interim Reports: In addition to a Final Report, the Foundation may require an Interim Report(s) regarding expenditures, records and progress of the grant project. Failure to provide an Interim Report indicating satisfactory progress towards defined grant outcomes may result in the Foundation withholding payment(s) until interim goals have been achieved.
5. Final Report: On or before **September 30, 2013** you will make a final report to the Foundation with respect to all expenditures made from such grant funds (including salaries, travel and supplies) and indicate the progress made towards the goals of the grant.
6. Records: You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easily checked form. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to the Foundation and supporting documentation for at least four (4) years after the completion of the use of the grant funds, and will make such books, records and supporting documentation available to the

Foundation for inspection at reasonable times from the time of your acceptance of this grant through such period.

7. Acknowledgement of Support: All publicity- publications, press releases, brochures, videotapes, and other public relations materials or communication dealing with the activities and achievement of the work of the grant shall acknowledge the Foundation's support.
8. Violation of Terms; Change of Status: In the case of any violations by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant. The Foundation's determination will be final and will be binding and conclusive upon you. If an Interim Report has been requested and the report is not received in a timely manner, the Foundation may withhold payment until the outstanding report is received, and may terminate the grant if any such report is not received within a reasonable time (no more than sixty [60] days) following the date on which it was due.
9. Termination: Upon termination of this grant for any reason, the Foundation will withhold any further payments of grant funds and you will repay to the Foundation any portion of the grant funds that were not spent for the grant period.
10. Future Funding: You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate.
11. Modification: This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.
12. Applicable Law: This agreement will be construed in accordance with the laws of the State of Minnesota.

Lloyd K. Johnson Foundation



Date: 3.25.13

Accepted by:

Name: _____

Title: _____ Date: _____

~Final Report ~

The Lloyd K. Johnson Foundation is pleased to have made a grant to your organization. Final Report information is valuable in helping the Foundation learn about the effectiveness of its grantmaking and to guide future funding activities. We ask for your honest, critical attention in completing this final report. We are interested in what contributed to the success of your project, as well as reasons that made other goals more difficult or impossible to achieve.

On behalf of the Lloyd K. Johnson Foundation - Thank you for your service to the community.

Grantee: Duluth Public Schools ISD #709

Amount of Grant: \$ 10,000

Date Grant was Authorized: March 20, 2013

Final Report Due Date: September 30, 2013

Purpose of Grant: _____

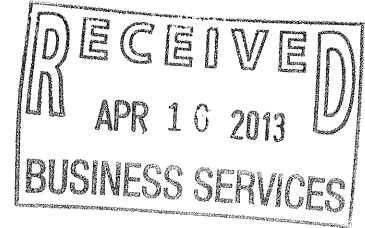
✓ *Please limit your report to three pages or less*

Report of Grant Activities:

1. What measurable outcomes did the project make for your organization and /or those served by the project? (Please refer to the outcomes identified in your application)
2. Describe any unanticipated benefits or problems you have encountered with this project.
3. If the grant was for an on-going program or activity, how will funding be secured for continuation?
4. Did this grant assist your organization in obtaining funds from other sources?
5. If you were to undertake this project again, would you do anything differently? If yes, please explain.
6. How were the funds from this grant used? Please provide a final project budget listing income and expenditures. If the entire grant has not been expended, please contact the Foundation.
7. If applicable, please provide a success story for the project.

Mail your Final Report to:
Lloyd K. Johnson Foundation
130 West Superior Street, Suite 520
Duluth, MN 55802

Email your Final Report to: jgardner@lloydkjohnsonfoundation.org



April 15, 2013

March 19, 2013

GRANT SUMMARY:

The Duluth Adult Basic Education program was selected by the Minnesota Literacy Council to be one of four sub-grantees for a "Digital Literacy" training grant which will pilot a new program to offer computer skills assessment and training to recipients of Unemployment Insurance . The screenings will take place at the Duluth Workforce Center as a part of regularly scheduled "Re-Employment Assessment" group sessions which are required of those who are filing claims for UI. The instruction (for those found to be lacking needed skills) also will be offered at the Workforce Center in their computer labs. The screening tool and skills training curriculum are being developed by the Minnesota Literacy Council.

Duluth Adult Basic Education will contract with a computer skills provider currently being utilized by the Duluth Workforce Center to complete the assessments, and will also hire a teacher for the computer skills training. ABE administrative staff will oversee program operations and be responsible for reporting of results to the Minnesota Literacy Council.

This program will run from April 15 – November 30, 2013. The ^{approved} ~~anticipated~~ budget for the Duluth pilot site is (included in this proposal) is \$30,846.00.

(See attached)

Beth Tamminen

Minnesota Department of

Education

OFFICIAL GRANT AWARD NOTIFICATION

GRANT AWARDEE INFORMATION

ORGANIZATION/AGENCY
IDENTIFIED OFFICIAL WITH AUTHORITY/TITLE
FULL ADDRESS
CITY/STATE /ZIP
PHONE/ FAX
EMAIL

Duluth ISD 709
William Gronseth Title: Superintendent
215 N. First Avenue East
Duluth, MN 55802
218 336-8700 x 1109
William.gronseth@duluth.k12.mn.us

PROGRAM CONTACT REPRESENTATIVE/TITLE
ORGANIZATION/AGENCY (if different)

Beth Tamminen Title: Adult Basic Education
Manager

ADDRESS (if different)
CITY/STATE /ZIP
PHONE/ FAX
EMAIL

218 336-8790
beth.tamminen@duluth.k12.mn.us

MDE GRANT PROGRAM TITLE

Unemployment Insurance Digital Literacy
Targeted Group Grant

ENCUMBRANCE INFORMATION

EGRANT NUMBER (if applicable):

SWIFT CONTRACT NUMBER: 60121

FUNDING SOURCE/LEGISLATIVE AUTHORITY:
U.S. Department of Labor, Unemployment
Insurance Recovery

PURCHASE ORDER #: 3000005477

SWIFT VENDOR ID#: 0000194009

FEDERAL AWARD NUMBER: SC 56908

FEDERAL AWARD YEAR: 2013

CFDA NUMBER: 17.225

DUNS NUMBER: 71501092

	SFY 13
Fund	2001
FinDeptID	E373C210
AppropID	E371660
PCBus. Unit (3000 Fund)	E3701
ProjectID (3000 Fund)	
ActivityID (3000 Fund)	M
Source (3000 Fund)	
Account	441402
Amount (should equal total award)	\$30,846.00

Encumbrance: See signature page.

AWARD PERIOD/TYPE/AMOUNT

START DATE: April 1, 2013
END DATE: November 30, 2013

ACTION TYPE: Original/Initial Award

\$30,846.00 **TOTAL Award****MDE KEY STAFF CONTACT INFORMATION****AUTHORIZED REPRESENTATIVE/PROGRAM**

Todd Wagner
Phone: 651 582-8466
Email: todd.wagner@state.mn.us

GRANTS SPECIALIST

Laurie Rheault
Phone: 651 582-8432
Email: laurie.rheault@state.mn.us

Digital Literacy Targeted Group Grant

66

Rheault, Laurie (MDE) [laurie.rheault@state.mn.us]

Sent: Monday, April 01, 2013 2:25 PM
To: beth e. tamminen; william.gronseth@duluth.k2.mn.us
Cc: Wagner, Todd (MDE) [todd.wagner@state.mn.us]; Dincau, Julie (MDE) [julie.dincau@state.mn.us]
Attachments: DULUTH OGAN.pdf (755 KB)

Your organization has been approved as a provider for the Unemployment Insurance Digital Literacy Targeted Group Grant. Attached is the Official Grant Award Notification (OGAN).

The Award period for this grant is April 1, 2013 through November 30, 2013. Payments will be made on a reimbursement basis through the MDE e-grants system. These funds must be accounted for separately. A Financial Reporting Form (FRF), to be used to request reimbursement for this grant, will be emailed to you later this week.

If at any time during the grant period you need to revise your budget please contact me and I will send you a budget revision form.

If you have any financial questions regarding this grant feel free to contact me. All programmatic questions should be directed to Julie Dincau at 651 582-8681.

Laurie Rheault
Grant Specialist Intermediate
Minnesota Department of Education
651 582-8432
Laurie.rheault@state.mn.us

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 Name: Jerry Maki
 Not Approved Date: April 2, 2013

SUPPLEMENTAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: Recommended Name: Jerry Maki
 Not Recommended Date: April 6, 2013

Assistant Superintendent: Recommended Name: E. Crawford
 Not Recommended Date: 4/9/13

School Board: Approved Name: _____
 Not Approved 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: 4th Grade / Wolf Ridge Environmental Learning Center
2. Contact Person (Responsible for Checklist Completion): Jerry Matz
3. Field Trip Date(s): April 24-25-26 Destination: Wolf Ridge
4. Field Trip Overview (Include events, establishments and locations): Rock Climbing, Geology, weather, Starlab, Astronomy, Adventure Ropes, Initiative Games, Competitive Orienteering, snowshoeing, hiking, history of North Shore, Ojibwe Heritage, Paper Making, Block printing etc
5. Field Trip Departure from School (Date and Time): April 24, 2013 - Wednesday - 8:30 am
Field Trip Return to School (Date and Time): April 26, 2013 - Friday - 4:00 p.m.
6. Objectives of Field Trip: Learning about the natural world & themselves & each other. Developing Teaming skills, Conflict Resolution skills. Hands-on experience in science, phyed, math, reading.
7. Relationship to Curriculum or Student Learning: Curricula aligned with Mn Graduation Standards. Science/Math/Reading
8. Planned Follow-up Field Trip Activities: (Previous build up - Preteaching) (Follow up Teaching/Reinforcement) Geology, sci, Math, Rdy - Aligned + continued.
9. Field Trip Budget Request

Estimated Expenses		
Total Admission/Fees	} All Together	\$
Total Meals		\$
Total Lodging		\$ 12,000
Total Transportation		\$ 1,000
<input type="checkbox"/> School District Vehicle(s) <input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____ <input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____		
Total Additional Stipends:		\$
Other:		\$ 750
Total		\$ 13,750

Revenues		
District Budget	Code: <u>NONE</u>	\$
Booster Group	<u>NONE</u>	\$
Donations		\$
Student Fees		\$ 125 ⁰⁰
Total Additional Stipends:		\$
Total	<u>listed Above</u>	\$

w. Ridge charges approx. \$125⁰⁰ per person.

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 - *Contract / Aligned w bldg. expectations.*
- Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- Gain Access to Cell Phone for Field Trip
- Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
Guide: May choose to leave message on school voice mail to help with late drop off.
- Plan Meal Arrangements (if necessary)
Reminder: Notify food service of non-participation.
- Plan Administration of Student Medication and First Aid Needs (if necessary) *> All forms etc gone over*
Guide: Contact School Nurse.
- Develop and Communicate Action Plan if Student Gets Lost on Trip
- Arrange Adult Chaperones for Field Trip (if necessary)
Guide: One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- Develop and Communicate Teacher and Adult Chaperone Expectations *mtg. held also*
Example: Supervision duties, no smoking, no alcohol
- Planned Itinerary

TIME	LOCATION
<u>March 25, 2013</u>	<u>Set up - Prep</u>
<u>April 2, 2013</u>	<u>Student / Staff Mtg</u>
<u>April 5, 2013</u>	<u>Staff / Corridor / ATR</u>
<u>April 18, 2013</u>	<u>Principal / Coordinator / Nurse Mtg</u>
	<u>Chaperones / Coordinator / Principal Mtg.</u>

Itinerary -
 Displayed / Reviewed
 + given to parents

- Maintain Student Roster and Check-in/Check-out Procedure
- Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: *Jerry Maki* *Sandy Kolasiński*

FIELD TRIP REQUEST CHECKLIST - Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
Note: Attach tentative planned itinerary.
- Arrange Funding of Expenses During Trip
- Arrange Meal Plans
- Arrange Lodging Plans and Room Assignments
- Collect Family Emergency Information for Students
Example: Home phone numbers, emergency contacts, medical information
- Additional Information
Note: Provide any additional information.

Signature of Contact Person: *Jerry Maki* *Sandy Kolasiński*



ALC/UNITY HIGH SCHOOL
 INDEPENDENT SCHOOL DISTRICT 709
 215 NORTH FIRST AVENUE EAST
 DULUTH, MINNESOTA 55802
 PHONE: (218) 336-8756
 FAX: (218) 336-8770

March 11, 2013

William Gronseth
 Ind. School Dist. 709
 215 N. 1st Ave. E.
 Duluth, MN 55802

Dear Mr. Gronseth,

This is to certify that the person listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from Duluth Public Schools.

Name of Graduate / School

Graduation Date

Duluth Public Schools

Brandon Joseph Willemarck

3/11/13

Return 3/18

Please send diploma to Brenda at Unity

Leea Power
 Principal, Unity ALC

bmv



ALC/UNITY HIGH SCHOOL
 INDEPENDENT SCHOOL DISTRICT 709
 215 NORTH FIRST AVENUE EAST
 DULUTH, MINNESOTA 55802
 PHONE: (218) 336-8756
 FAX: (218) 336-8770

March 27, 2013

William Gronseth
 Ind. School Dist. 709
 215 N. 1st Ave. E.
 Duluth, MN 55802

Dear Mr. Gronseth,

This is to certify that the persons listed below have completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive his/her diploma from the Duluth Public Schools.

Name of Graduate / School

Graduation Date

Duluth Public Schools

Alyssa N. Hainline

09/18/12

Please send diploma to Brenda at Unity.

Adrian Norman, Asst. Principal

Brenda VanDell, Office Support Specialist
 Unity/ALC High School



DENFELD SENIOR HIGH SCHOOL

401 N. 44th Ave. W.
Duluth, Minnesota 55807
(218) 336-8830 Main Office



Tonya M. Sconiers
Principal

James Erickson
Assistant *Principal*

March 13, 2013

William Gronseth
Ind. School District 709
215 N. 1st Ave. E.
Duluth, MN 55802

Dear Mr. Gronseth,

This is to certify that the person listed below has completed all requirements for graduation from Denfeld High School and are eligible to receive their diploma.

<u>Name of Graduate</u>	<u>Graduation Date</u>
Jacquelyne Abigayle Rankin	January 17, 2013

Ret 3/19/13

Sincerely,

Tonya M. Sconiers
Principal

TMS:cra

MEMORANDUM

TO: Curriculum Dept.

FROM: Beth Tamminen, Adult Diploma Program

SUBJECT: High School Diploma

DATE: March 6, 2013

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests his Duluth Public Schools diploma, dated March 6, 2013:

Robert Michael Baker

4015 - Prohibiting Harassment and Violence, and Bullying

General Statement of Policy

Independent School District 709 (ISD 709) is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every individual has the right to learn/work in an environment free of harassment, and violence and bullying.

In this school district, harassment, and violence and bullying - whether verbal, physical, or cyber that which creates a hostile climate - is unacceptable and will not be tolerated. Harassment, and violence and bullying are unlawful, hurt all people, and have no legitimate educational purpose. Any employee or student who engages in such conduct shall be disciplined as provided by law, district policies, and applicable labor agreements.

Therefore, it is the policy of ISD 709 to maintain a learning and working work and learning environment that is free of harassment, and violence and bullying based on sex, sexual orientation, race/ethnicity, religion or religious practices, disability, and other forms of harassment as defined in this policy.

Harassment based on sex, sexual orientation, race/ethnicity, and religious beliefs or practices are also forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act Of 1965, as amended, 42 U.S.C. Section 2000e, et seq. and or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01 - 363.20, and may represent a criminal law violation.

Violence based on sex, sexual orientation, race/ethnicity, religious or disability is a physical act of aggression, intimidation, and/or degradation directed toward a person or group of persons because of their sex, sexual orientation, race/ethnicity, religion or religious practices, or disability.

Bullying based on the threat of intentionally hurting another person physically or psychologically or participating in or conspiring with others to engage in acts that injure, degrade, or disgrace other individuals, including, but not limited to the use of technology is prohibited and violates Minn. Statute Sections 121A.0695

It shall be a violation of this policy for any student or school personnel of ISD 709 to harass a pupil or other school personnel through conduct or communication of a sexual nature or regarding sexual orientation, race/ethnicity, religion, or religious practices, disability, and other forms of harassment as defined by this Policy and Policy 4015R. (For purposes of this policy, school personnel includes School Board members, administrators, teachers, school employees, agents, volunteers, contractors, or other persons subject to the supervision and control of ISD #709.)

It shall be a violation of this policy for any student or school personnel of ISD 709 to inflict, threaten to inflict, or attempt to inflict violence relating to sex, sexual orientation, race/ethnicity, religion or religious practices, disability or other forms of violence as defined by this policy upon any pupil or school personnel.

ISD 709 will act with reasonable diligence to investigate take action to investigate, respond, remediate and discipline all complaints, either formal or informal, oral or written of

improper actions or statements which may constitute sexual, sexual orientation, ethnic/racial, religious, disability, or other harassment, ~~and~~ violence ~~and bullying~~ as defined in this Policy and Policy 4015R. Furthermore, ISD 709 intends to provide support for students identified as the victims of these acts in compliance with Minn. Statute Sections 121A.0695

ISD 709 also reserves the right to investigate and discipline any student or employee for derogatory statements or conduct related to sex, sexual orientation, race/ethnicity, religion or religious practices, or disability, which ~~do~~ does not constitute harassment, ~~and~~ violence ~~and bullying~~ on the aforementioned bases, but are nonetheless unacceptable.

For more detailed information on this policy, including definitions for terms used in this policy and the reporting procedures for this policy, please see Policy 4015R.

Adopted: 5-11-82 ISD 709

Revised: 6-10-86

12-10-91

10-19-93

6-20-95

2-15-00

9-17-02

4-16-13