



DETROIT LAKES PUBLIC SCHOOLS
AGENDA
REGULAR SCHOOL BOARD MEETING
Monday, September 25, 2023 - 5:30 PM
M State Room C101 , 900 Hwy 34 E, Detroit Lakes, MN 56501

The mission of the Detroit Lakes Public schools is to fill our sails with Laker PRIDE.

District Office ~ 702 Lake Avenue, Detroit Lakes, MN 56501 ~ 218.847.9271 ~ Website: www.dlschools.net
Superintendent: Mark Jenson Director of Finance & Operations: Jason Kuehn Education Director: Renee Kerzman

BOARD MEMBERS:

Amy Erickson, Vice-Chair
1380 East Shore Drive
Detroit Lakes, MN 56501
218.841.2944

Ethan Walz
21762 244th Ave
Detroit Lakes, MN 56501
218.371.7619

Michelle Okeson
24842 County Rd 113
Detroit Lakes, MN 56501
218.841.6065

Mary Rotter- Treasurer
23625 Pebble Beach LN
Detroit Lakes, MN 56501
651.335.0396

John Steffl, Chair
22370 Steffl Road
Callaway, MN 56521
218.850.5060

April Thomas, Clerk
25592 Almquist Road
Detroit Lakes, MN 56501
651.271.1818

Student Representative: Jady Wimmer- 25bwimmejady@detlakes.k12.mn.us Marian Martin 26martimari@detlakes.k12.mn.us

I. CALL TO ORDER

Presenter: Steffl, Board Chair

A. Laker Pride

II. ROLL CALL

Presenter: Steffl, Board Chair

III. PLEDGE OF ALLEGIANCE

Presenter: Steffl, Board Chair

IV. APPROVAL OF AGENDA

Presenter: Steffl, Board Chair

A. Agenda Approval

Approval of the Agenda for the September 25, 2023 Regular School Board Meeting as presented.

V. RECOGNITIONS

Presenter: Steffl, Board Chair

A. Michelle Maier- for her help with the Laker Cupboard.

Presenter: Steffl, Board Chair

VI. COMMENTS AND REQUESTS FROM VISITORS

Presenter: Steffl, Board Chair

A fifteen-minute time limit will be allowed for audience comment. Those requesting audiences will inform either the Board Chairman or the Superintendent prior to the meeting that you wish to address the Board.

VII. DONATIONS

A. \$100 from Steve Fuhs for the Laker Cupboard.

B. \$185 worth of Dilly Bars from Dairy Queen to Lincoln Educations Center for Open House.

C. \$200 from Subaru for the Comfort Dog

D. \$500 from Rotary for the Comfort Dog

E. \$1,800 from Stellher for the Comfort Dog

F. \$2,500 from Lakeshirts for the Comfort Dog.

G. \$5,000 from Detroit Lakes Community Area Foundation for the Comfort Dog.

VIII. PROGRAM PRESENTATIONS

Presenter:

A. Activities

Presenter: Rob Nielsen

B. Stellher

Presenter: Austin DeCock

IX. CONSENT ITEMS

Presenter: Steffl, Board Chair

Action is requested on the following items of the consent agenda. Consent agenda items are typically adopted without discussion of the individual items because they are routine or ordinary in action. Any consent agenda item may be removed for further discussion and deliberation by any member of the board.

A. Approve the Minutes of the August 28, 2023 Regular School Board Meeting.

B. Approve District Bills

C. Approve District Hand Payable Bills

D. Approve Personnel Agenda Items

E. **Approve Second Reading of Policies:**

1. 102- Equal Education Opportunity

2. 418- Drug-Free Workplace/Drug Free Environment

3. 419- Tobacco-Free Environment

4. 424- License Status

5. 425- Staff Development

6. 504- Student Appearance

7. 507- Corporal Punishment and Prone Restraint

8. 509- Enrollment of Nonresident Students

9. 513- Student Promotion, Retention, and Program Design

10. 524- Internet Acceptable Use and Safety Policy

11. 534- School Meals Policy

12. 535- Service Animals in Schools

F. Approve the Becker County Health Early Childhood Screening Service Agreement.

G. Approve the Section 125 Cafeteria Plan

X. DISCUSSION ITEMS

Discussion items receive individual attention because of the nature of the issues and need for introductory or other discussion in order to review the information prior to taking action. This is also the agenda location for items which simply need school board review, but no formal action on the items is required. Discussion items will typically return to the agenda at a future point for more specific action.

A. **First Reading of Policies:**

Presenter: Steffl, Board Chair

1. 514- Bullying Prohibition

2. 532- Use of Peace Officers and Crisis Teams

3. 601- School District Curriculum and Instruction Goals

4. 602- Organization of the School Calendar and School Day.

5. 603- Curriculum Development

6. 613- Graduation Requirements

7. 616- School District System Accountability

8. 618- Assessment of Student Achievement

9. 620- Credit for Learning

10. 708- Transportation of Nonpublic School Students.

XI. ACTION ITEMS

Action items receive individual attention because of the nature of the issues, the need to discuss or review the information prior to taking action, or the specific kind of action required for the item.

A. Motion to approve the Memorandum of Agreement between Detroit Lakes Public School

District and Detroit Lakes Education Support Paraprofessionals for the increase in weekly/annual hours effective June 20, 2023 through July 1, 2024.

Presenter: Steffl, Board Chair

- B. Motion to approve the 2023-2025 Unaffiliated Group Contract Provisions.

Presenter: Steffl, Board Chair

- C. Motion to approve the 2023-2024 Building Goals for Rossman, Roosevelt, DLMS, DLHS, & ALC.

Presenter: Building Principals

- D. Motion to approve the revised agreement for the 2022-2024 Pupil Transportation Contract with Schultz Garage and Bus Company

Presenter: Jason Kuehn

- E. Motion to approve the revised agreement for the 2022-2024 Pupil Transportation Contract with Olander Bus Service

Presenter: Jason Kuehn

- F. Motion to approve the Certification of the 2023 Payable 2024 Proposed Property Tax Levy for the 2024-2025 school year

Presenter: Jason Kuehn

- G. Motion to Approve the Additional Staffing Request for Rossman Elementary.

Presenter: Mark Jenson

- H. Motion to terminate the School Resource Officer contract between Detroit Lakes Public Schools and the City of Detroit Lakes.

Presenter: Mark Jenson

XII. ADMINISTRATIVE AND BOARD REPORTS

A. Superintendent Report

Presenter: Mark Jenson, Superintendent

1. Opening Week Update
2. State of the District

B. Board Committee and Representative Reports

1. Introduction of the New Student Representatives Quinn Rogstad and Nick Buboltz.

Presenter: Steffl, Board Chair

2. Finance Committee

Presenter: Rotter, Board Treasurer

3. Transportation Committee.

Presenter: Steffl, Board Chair

4. Facilities Committee

Presenter: Steffl, Board Chair

5. Community Advisory Committee

Presenter: Walz, Board Director

XIII. UPCOMING EVENTS AND ACTIVITIES

Presenter: Steffl, Board Chair

- A. District Advisory Committee Meeting- 09/27/23 4:45PM- High School Media Center

- B. Joint Governance Meeting- 10/03/23 7:00AM County Courthouse

- C. Transportation Committee Meeting- 10/06/23 10:00AM District Office

- D. BCCI Meeting- 10/18/23 8:30AM Virtual

- E. Finance Committee Meeting- 10/17/23 12:00PM Laker Transitions

- F. Regular Board Meeting- 10/23/23 5:30PM MState C101

XIV. MEETING ADJOURNED

Presenter: Steffl, Board Chair

Laker PRIDE

	<p>Purpose our intention, what drives us</p>	<p>Deliver educational excellence.</p>
	<p>Relationships the ways we connect and behave toward each other</p>	<p>Care and communicate positively and respectfully within and across our schools and community.</p> <ul style="list-style-type: none"> • District ↔ parents and community members • District ↔ building • Building ↔ teacher • Building ↔ parents • Teacher ↔ parent • Teacher ↔ students
	<p>Innovation the creation, development and implementation of a new idea or concept to enhance educational opportunities</p>	<p>Embrace creativity and critical thinking.</p> <ul style="list-style-type: none"> • Renew and bring up to date all systems and practices • Utilize growth mindset to hone existing intentions/objectives and explore new ideas • Support diverse ways of thinking and doing • Embed equity continually in every facet of our work
	<p>Development a process that creates growth, progress, positive change or the addition of physical, economic, environmental, social and demographic components</p>	<p>Foster the academic, social, emotional, and cultural needs of all learners.</p> <ul style="list-style-type: none"> • Implement and sustain PBIS at all levels • Hone our support for social/emotional health • Further learning and implementation of equitable feedback, assessment, grading and reporting • Provide professional development that supports PRIDE
	<p>Equity the quality of being fair (not equal) and impartial</p>	<p>Ensure that our values, policies, and practices are equitable for our students, staff, and community.</p> <ul style="list-style-type: none"> • Clarify and support understanding of equity vs. equality for all • Actively promote equity (institutional, personal, and instructional) • Remove systemic barriers • Accommodate different learning styles • Give students a voice

I pledge allegiance to the flag
of the United States of America,
and to the Republic
for which it stands,
one Nation under God,
indivisible,
with Liberty and Justice
for all.





Certificate of Appreciation

PRESENTED TO

Michelle Maier

FOR ALL YOUR DEDICATED SERVICE TO THE LAKER CUPBOARD
2023-2024

MARK JENSON, SUPERINTENDENT

SEPTEMBER 25, 2023



Michelle Maier

You have been an integral part of helping fund and making sure that the Laker Cupboard has been a success from the beginning. We truly appreciate you!

Thank you for your dedicated service to the Laker Cupboard, all of the time and effort you have put into making this a wonderful place for children to come to.

Thank you for purchasing food so that we are fully stocked for the start of the school year as well as dedicating your time to reorganizing the room at the High School and distributing items to the other buildings.

Activities 2023-24

Laker activities strive to develop young adults who are respectful, responsible committed teammates.

“Champions In Life”



Purpose > Goals

**Winning is the goal; it's not our purpose
Our purpose is teaching life lessons through sport.**

**“GOALS HAVE A BEGINNING AND AN END.
PURPOSE DOESN'T. PURPOSE IS WHAT WE
LIVE FOR.”**

-Tony Dungy



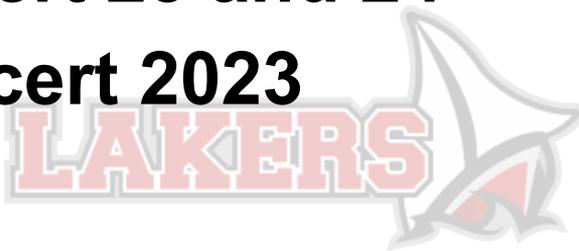
Education Based Activities

- We are an Extension of the classroom
- We emphasize growth & improvement
- We reward effort not just success/winning
- We give permission to fail
- We focus first on human beings and second on human doings



Fine Arts

- **Fall Musical - Guys & Dolls**
 - **Performances 11/2, 11/4, 11/5, 11/10 and 11/11.**
 - **Developing a plan for limited concessions**
- **Cast of 60**
- **Fine Arts Collaboration**
 - **Spring Concert 23 and 24**
 - **Holiday Concert 2023**



Participation Numbers

Activity	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	grades	
Cheerling Ftb.	5	6	15	22	14	13	10	15	7-12	
Cross Country	55	67	64	59	48	37	34	20	7-12	20B/17G
Football	51	100	61	66	48	61	69	62		
Football Gd 9	42		21	26	33	27	27	24		
Soccer Boys Varsity	30	46	59	58	58	48	48	44	7-12	
Soccer Girls Varsity	34	52	55	50	47	35	29	31	7-12	
Swimming Girls	23	34	28	33	34	31	29	32	7-12	
Tennis Girls	14	31	41	36	41	50	26	28	7-12	
Volleyball	35	41	44	48	41	38	37	62		
Fall Sub Total	289	377	388	398	364	340	309	318		

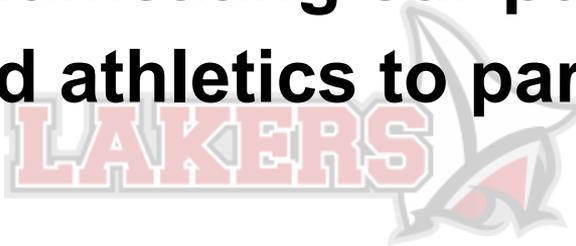
Facilities

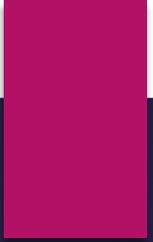
- **Fieldhouse Sound Panels**
 - **We have a few left. Planning for the area above the north end of Fieldhouse(Laker Pride or Champions in Life**
- **Fieldhouse Mosaic**
 - **Printed and ready to be installed**
 - **Deciding on a area(Near elevator)**
- **Discussions on New State Champ Banners(Fieldhouse)**



Growth Areas

- **Students knowing what opportunities we have**
 - **Activities fair at fall Open House**
 - **9th Grade Academy Classes**
 - **Improving MS students knowledge of opportunities, particularly in the fall**
- **Continue communicating our purpose in education based athletics to parents/community**





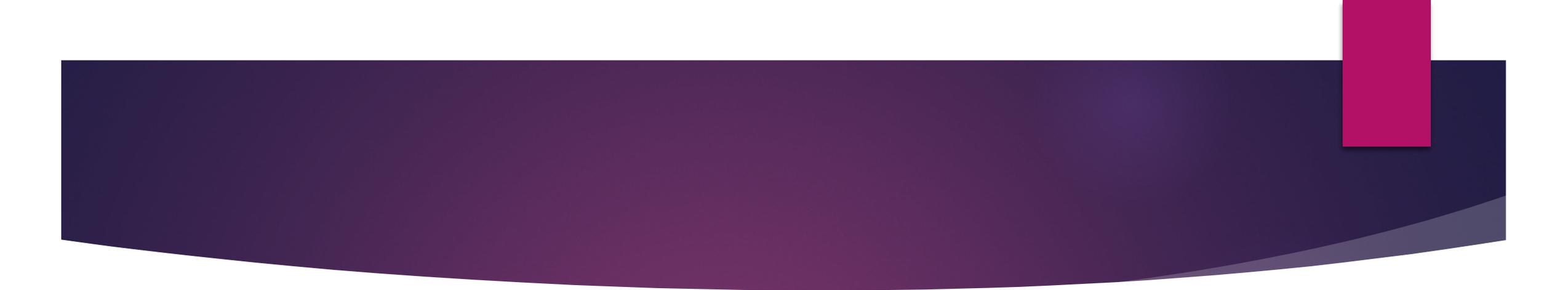
School Linked Mental Health

DETROIT LAKES SCHOOL DISTRICT



Why School Linked Mental Health

????

- 
- ▶ Transportation Barriers
 - ▶ Child Care and Parent Work Barriers
 - ▶ Reduce time out of school
 - ▶ Cost (thank you SLMH Grant)
 - ▶ Increase Chance of Follow Through
 - ▶ More Accurate Diagnosis

Staff

- ❑ Detroit Lakes ALC
 - ❑ Jenny Mernitz, Mental Health Practitioner (Supervisor: Austin DeCock, MS, LPCCC)
 - ❑ Serves ALC students, providing individual and group skill
- ❑ Detroit Lakes High School
 - ❑ Paula Shouse, MA, Clinical Trainee (Supervisor: Austin DeCock, MS, LPCCC)
 - ❑ Serves grades 9-12, providing individual therapy and diagnostic assessments
 - ❑ Anna Waaraniemi, MSHS, Mental Health Practitioner (Supervisor: Austin DeCock, MS, LPCCC)
 - ❑ Serves grades 9-12, providing individual and group skills

Staff

- ❑ Detroit Lake Middle School
 - ❑ Renee Fasteen, MSW, LICSW, Mental Health Professional
 - ❑ Serves Grades 6-8, Providing Individual Therapy And Diagnostic Assessments
 - ❑ Alexis Fritz, MA, Mental Health Practitioner (Supervisor: Austin DeCock, MS, LPCCC)
 - ❑ Serves Grades 6-8, Providing Individual And Group Skills

Staff

- ❑ Roosevelt Elementary School

- ❑ Ashlie Seifert, BSW (Master's Level Intern), Clinical Trainee (Supervisor: Shannon Smith, MSW, LICSW)

- ❑ Serves Grades K-5, Providing Individual Therapy And Diagnostic Assessments

- ❑ Nicole Lien, BA, Mental Health Practitioner (Supervisor: Austin DeCock, MS, LPCCC)

- ❑ Serves Grades K-5, Providing Individual And Group Skills

Staff

- ❑ Rossman Elementary
 - ❑ Jessica Benson, MA, Clinical Trainee (Supervisor: Austin DeCock, MS, LPCC)
 - ❑ Serves grades K-5, provides individual therapy and diagnostic assessments
 - ❑ Stephanie Goodrich, MSW, LGSW, Clinical Trainee (Supervisor: Shannon Smith, MSW, LICSW)
 - ❑ Serves grades k-5, provides individual therapy and diagnostic assessment
- ❑ Lincoln Education Center
 - ❑ Stephanie Goodrich, MSW, LGSW, Clinical Trainee (Supervisor: Shannon Smith, MSW, LICSW)
 - ❑ Serves pre-k, provides consultation, individual therapy, and diagnostic assessments

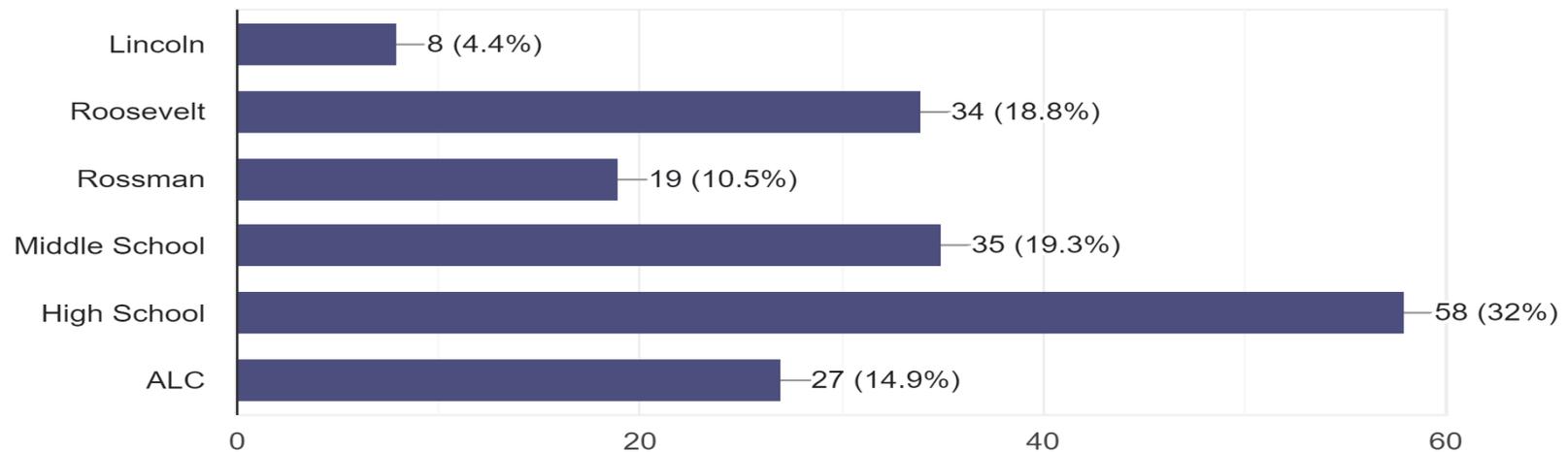
Clients served

- ▶ Referrals per year:
 - ▶ 2020-2021: 172
 - ▶ 2021-2022: 187
 - ▶ 2022-2023: 181

Clients served 2022-23

Which building is this student attending?

181 responses



Total students served

- ▶ 2020-2021: 271 Students, Totaling 11,165 Total Contacts
- ▶ 2021-2022: 331 Students, Totaling 14,882 Total Contacts
- ▶ 2022-2023: 342 Students, Totaling 15,395 Total Contacts

2022 MN student survey data

Reported Adverse Childhood Experiences						
	8 th Grade		9 th Grade		11 th Grade	
	M	F	M	F	M	F
2 or more	16%	11%	11%	27%	11%	33%

Responding to 'I express feelings in proper ways'								
	5 th Grade		8 th Grade		9 th Grade		11 th Grade	
	M	F	M	F	M	F	M	F
Not at all or Rarely	13%	16%	16%	15%	15%	27%	17%	15%

2022 MN student survey data

Responding to 'Feeling down, depressed, hopeless'

	8 th Grade		9 th Grade		11 th Grade	
	M	F	M	F	M	F
More than ½ the days, or Nearly every day	11%	25%	12%	36%	22%	42%

Responding to 'Feeling nervous, anxious, or on edge'

	8 th Grade		9 th Grade		11 th Grade	
	M	F	M	F	M	F
More than ½ the days; or Nearly every day	20%	36%	20%	47%	28%	59%

2022 MN student survey data

Responding to 'Not able to stop or control worrying'						
	8 th Grade		9 th Grade		11 th Grade	
	M	F	M	F	M	F
More than ½ the days; or Nearly every day	17%	31%	11%	42%	25%	52%

Reported engaging in self-harm behaviors in the last 12 months						
8 th Grade		9 th Grade		11 th Grade		
M	F	M	F	M	F	
20%	22%	11%	42%	12%	43%	

2022 MN student survey data

Reported Seriously Considered Attempting Suicide

	8 th Grade		9 th Grade		11 th Grade	
	M	F	M	F	M	F
In the last year	10%	22%	10%	23%	13%	25%
More than a year ago	18%	5%	7%	20%	17%	33%

Reported Having Attempted Suicide

	8 th Grade		9 th Grade		11 th Grade	
	M	F	M	F	M	F
In the last year	4%	11%	2%	10%	7%	6%
More than a year ago	6%	5%	2%	8%	0%	23%



SUCCESS STORIES

OFFICIAL PROCEEDINGS
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 22
BECKER AND OTTERTAIL COUNTIES, DETROIT LAKES, MINNESOTA 56501

Regular School Board Meeting
Monday, August 28, 2023, 7:00 AM
M State C101 ~ 900 Hwy 34 E, Detroit Lakes, MN, 56501

Present: John Steffl, April Thomas, Amy Erickson, Mary Rotter

Absent: Michelle Okeson, Ethan Walz

The meeting was called to order at 7:00 AM by Board Chair Steffl.

The Pledge of Allegiance was recited.

A motion was made by Erickson, seconded by Rotter, to approve the agenda. Motion carried unanimously.

A motion was made by Thomas, seconded by Erickson, to approve the following consent agenda items. Motion carried unanimously.

- A. Approve the Minutes of the July 24 2023 Regular School Board Meeting.
- B. Approve K-12 Computer Checks #703600-703719 and Checks #703738-703800 for a total of \$626,835.43. Hand Payable Checks #703460-703462, #703516-703525, #703579-703594, Wire Transfers #5532-5533, #5536-5538, #5582, #5617-5655, #5709-5710, #5712-5716, #5721-5722, #5725-5727, #5735-5736, #5738-5740, #5744-5760, and #5763-5764, in the amount of \$1,768,111.04 for a total of \$2,394,946.47.(EXHIBIT)
- C. Approve the Personnel Agenda Items.
- D. Approve the Second Reading of Policies:
 - a. 506- K-12 Discipline and Violence Prevention Policy
 - b. 506- K-12 Discipline and Violence Prevention Form
 - c. 516.5- Overdose Medication
 - d. 624- Online Instruction
 - e. 709- Student Transportation Safety Policy
 - f. 806- Crisis Management Policy
- E. Approve the closure of the following bank accounts: Bremer Community Business Account ending in 5879, and Bremmer Community Business Account ending in 2547.
- F. Approve the Canine Detection Services Contract for the 2023-2024 school year.
- G. Approve the Purchase of Service Agreement between Detroit Lakes Public Schools and Stellher Human Services from July 1, 2023 to June 30, 2024.
- H. Approve the renewal of the Student Accident Insurance Program with Student Assurance Services Inc. for the 2023-2024 school year.
- I. Approve the Fall 2023 Coaches List.
- J. Approve the Food Service Pricing for the 2023-2024 school year.

Discussion was held on:

- A. First Reading of Policies:
 - a. 102- Equal Educational Opportunity
 - b. 418- Drug-Free Workplace/Drug Free-Environment
 - c. 419- Tobacco-Free Environment
 - d. 424- License Status
 - e. 425- Staff Development
 - f. 504- Student Appearance
 - g. 507- Corporal Punishment and Prone Restraint

- h. 509- Enrollment of Nonresident Students
 - i. 513- Student Promotion, Retention, and Program Design
 - j. 524- Internet Acceptable Use and Safety Policy
 - k. 534- School Meals Policy
 - l. 535- Service Animals in Schools
- B. Superintendent Evaluation

A motion was made by Erickson, seconded by Rotter to approve the 2023-2024 Student Handbooks for Rossman, Roosevelt, DLMS, DLHS, & ALC. (EXHIBIT) Motion carried unanimously.

A motion was made by Rotter, seconded by Erickson to approve the Out of State Travel to the National FFA Convention.(EXHIBIT) Motion carried unanimously.

A motion was made by Thomas, seconded by Erickson to approve the Memorandum of Agreement between Detroit Lakes Public School and David Meyer. (EXHIBIT) Motion carried unanimously.

A motion was made by Rotter, seconded by Erickson to approve the 2023-2025 Administrative Assistant (MSEA) Master Agreement. (EXHIBIT) Motion carried unanimously.

A motion was made by Thomas, seconded by Rotter to approve the 2023-2025 Food Service Contract. (EXHIBIT) Motion carried unanimously.

A motion was made by Erickson, seconded by Thomas to approve the Out of State Travel to the Activities Administrators Association Conference. (EXHIBIT) Motion carried unanimously.

Superintendent Jenson reported on happenings in the School District

Board treasurer Rotter gave an update on the Finance Committee.

Board Chair Steffl announced upcoming meetings and events .

A motion by Thomas, to adjourn the meeting at 7:42 AM, seconded by Erickson. Motion carried unanimously.

Respectfully submitted,

April Thomas, Clerk

PERSONNEL AGENDA

August 28, 2023

1) Resignations:

Krystie Crawford- Lincoln Education Center Teacher's Assistant, effective August 1, 2023.

Katelynn Ellingson- Roosevelt Special Education Para, effective May 26, 2023.

Justin Johnson- Middle School Special Education Teacher, effective August 14, 2023.

Thomas Johnson- High School Social Studies Teacher, effective August 16, 2023.

Machelle Krengele- Roosevelt Special Education Para, effective May 26, 2023.

Jennifer Lehmann- Middle School Special Education Para, effective May 26, 2023.

Ashley Moe- Roosevelt Special Education Para, effective May 26, 2023.

Steven Moser- Chemical Health Coordinator, effective August 21, 2023.

Sara Waller- Rossman Para, effective May 26, 2023.

Anna Ulmer- Food Service Program Assistant, effective July 31, 2023.

Mason Sampson- Roosevelt Latchkey Supervisor, effective September 1, 2023.

2) Retirements:

Melissa Conley- Rossman ADSIS/Noon Duty, effective September 5, 2023.

3) Appointments:

Julie Bemis- Rossman Special Education Para, at the rate of \$17.30 per hour, working 37.5 hours per week, effective August 28, 2023.

Zachary Biggar- Middle School Football Coach, at the rate of 4.5% of Step 1 or a contract amount of \$1,873.35 per season, effective August 21, 2023.

Jessica Ellestad- Middle School Special Education Para, at the rate of \$16.80 per hour, working 37.5 hours per week, effective August 28, 2023.

Rebecca Frosig- Middle School Special Education Teacher, at the rate of BA Step 7 or a contract amount of \$47,765 per year, effective August 21, 2023 through June 30, 2024.

Crystal Grossman- Rossman Special Education Para, at the rate of \$15.25 per hour, working 37.5 hours per week, effective August 28, 2023.

Tanya Jacobs- Food Service Production Assistant, at the rate of \$17.50 per hour, working up to 37.5 hours per week, effective September 5, 2023.

Trevor Janich- Middle School Girls Soccer Assistant Coach, at the rate of Step 1 or a contract amount of \$2,914.10 per season, effective August 14, 2023.

Susan Jones- Speech Language Pathologist Assistant, at the rate of \$20.84 per year, effective August 28, 2023.

Megan Kline- 7th through 12th grade Cross Country Coach, at the rate of \$2,914.10 per season, effective August 17, 2023.

Becky Mallow- Rossman Special Education Para, at the rate of \$16.30 per hour, working 29.75 hours per week, effective August 28, 2023.

David Miller- High School Math Teacher, at the rate of BA Step 1 or a contract amount of \$41,630 per year, effective August 21, 2023.

Lynn Monley- Rossman Special Education Para, at the rate of \$15.95 per hour, working 29.75 hours per week, effective August 28, 2023.

Martha Nustad- Lincoln ECSE Para, at the rate of \$15.25 per hour, working 37.5 hours per week, effective August 21, 2023.

Heather Pepek- Rossman Special Education Para, at the rate of \$15.25 per hour, working 29.75 hours per week, effective August 28, 2023.

Marnie Pressler- High School Special Education Para, at the rate of \$17.30 per hour, working 37.5 hours per week, effective August 28, 2023.

Mikel Renteria- High School Special Education Para, at the rate of \$15.25 per hour, working 37.5 hours per week, effective September 5, 2023.

Allie Sanders- Roosevelt Special Education Para, at the rate of \$15.95 per hour, working 37.5 hours per week, effective August 28, 2023.

Julie Smith- Rossman Special Education Para, at the rate of \$15.25 per hour, working 37.5 hours per week, effective August 28, 2023.

Danielle Unruh- Middle School Girls Tennis Coach, at the rate of \$1,873.35 per season, effective August 17, 2023.

4) Amended Assignment:

Hailey Birky- is amending her assignment from Production Assistant to Substitute Food Service Worker with Special Events, at \$16.40 per hour, effective September 16, 2023.

Ashley Disse- is amending her assignment from ECSE Para to ECFE/SR Education Assistant, effective August 2, 2023.

Beth Hedstrom- is amending her assignment from Special Education Para to Project

SEARCH Skills Trainer, effective July 1, 2023.

Charles Honke- is amending his assignment from .4 CTE Teacher to .4 High School CTE and .6 Science Teacher, effective August 21, 2023.

Rachel Moen- Cross Country Coach is amending her assignment from Middle School Assistant Cross Country Coach to Assistant Varsity Boys Cross Country Coach, effective August 14, 2023.

Denise Olson- ECSE Admin Assistant is amending her assignment from 37.5 hours per week to 30 hours per week, effective July 1, 2023.

Mason Sampson- is amending his assignment from title one/noon duty to Full time Special Education Para, effective August 28, 2023.

Shelley Skarie- Homeless Liaison & Truancy Coordinator is amending her assignment to AIE Family Liaison & Attendance Education Coordinator, effective August 28, 2023.

Sandra Westrum- is amending her retirement date from September 4 2023 to August 31, 2023.

5) Leave of Absence:

Jon Freeman- is requesting to rescind his leave of absence effective August 2, 2023.

Rachel Guler- is requesting a leave of absence from November 8, 2023 through January 23, 2023.

Kelsey Helbling- is requesting a leave of absence from July 27, 2023 through October 23, 2023.

Terri Jernberg- is requesting to extend her leave of absence August 28, 2023 through May 30, 2024.

Andrea Leitheiser- is requesting a leave of absence from September 5, 2023 through October 2, 2023.

Maja Rolland- is requesting a leave of absence effective approximately August 22, 2023 through December 15, 2023.

Laura Schmitz- is requesting intermittent leave working three days per week starting September 7, 2023 and ending October 13, 2023.

6) Terminations:

Fonda Holehouse- ABE Instructor, effective August 31, 2023.

7) Sixth Period Pay:

Mary Haus- High School Spanish is requesting sixth period pay for the first semester.

Charles Honke- High School Chemistry is requesting sixth period pay for the first semester.

Lisa Ito- High School Chemistry is requesting sixth period pay for the first semester.

SMART Finance

Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0022		MW	6097	703866	Check	1	1005		ADVANCED BUSINESS METHODS	Yes	No	No	USD	09/11/2023	87,404.20
			6098	703867	Check	1	1035		ALLIANCE PEST PROTECTION	Yes	No	No	USD	09/11/2023	65.00
			6099	703868	Check	1	1037		ALLIED FIRE PROTECTION	Yes	No	No	USD	09/11/2023	2,215.00
			6100	703869	Check	1	1076		AUTO VALUE DETROIT LAKES	Yes	No	No	USD	09/11/2023	164.69
			6101	703870	Check	1	1094		BECKER COUNTY TRANSIT	Yes	No	No	USD	09/11/2023	45.00
			6102	703871	Check	1	1121		BLUE 84 SPIRIT	Yes	No	No	USD	09/11/2023	740.00
			6179	703872	Check	1	2508		BUERKLE, TERRI	Yes	No	No	USD	09/11/2023	72.82
			6103	703873	Check	1	1192		CENTRAL MARKET	Yes	No	No	USD	09/11/2023	122.71
			6104	703874	Check	1	1200		CIHAK, LYNN	Yes	No	No	USD	09/11/2023	126.89
			6105	703875	Check	1	1208	REMIT	COLE PAPERS	Yes	No	No	USD	09/11/2023	5,430.50
			6106	703876	Check	1	1234		CURRICULUM ASSOCIATES	Yes	No	No	USD	09/11/2023	218.40
			6174	703877	Check	1	2322		DELL MARKETING L.P.	Yes	No	No	USD	09/11/2023	6,544.00
			6107	703878	Check	1	1277		DETROIT PAINT & GLASS CO.	Yes	No	No	USD	09/11/2023	30.80
			6108	703879	Check	1	1291		DL REGIONAL CHAMBER OF COMME	Yes	No	No	USD	09/11/2023	40.00
			6177	703880	Check	1	2362		DOLL, MARGARET	Yes	No	No	USD	09/11/2023	55.82
			6109	703881	Check	1	1299		DOW ACOUSTICS, INC.	Yes	No	No	USD	09/11/2023	1,200.00
			6110	703882	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	USD	09/11/2023	225.30
			6111	703883	Check	1	1309		EASTON, BRITTANY	Yes	No	No	USD	09/11/2023	382.76
			6184	703884	Check	1	2951		EISCHENS, LISA	Yes	No	No	USD	09/11/2023	98.82
			6112	703885	Check	1	1371		FISH, AMY	Yes	No	No	USD	09/11/2023	232.16
			6188	703886	Check	1	3129		FODE, KELSEY	Yes	No	No	USD	09/11/2023	84.29
			6113	703887	Check	1	1380		FODE, RHONDA	Yes	No	No	USD	09/11/2023	36.54
			6180	703888	Check	1	2518		FOLLETT SCHOOL SOLUTIONS, LLC	Yes	No	No	USD	09/11/2023	455.01
			6114	703889	Check	1	1397		FUN AND FUNCTION	Yes	No	No	USD	09/11/2023	333.35
			6115	703890	Check	1	1400		G & R CONTROLS, INC.	Yes	No	No	USD	09/11/2023	5,093.70
			6116	703891	Check	1	1409		GERRELL'S SPORT CENTER	Yes	No	No	USD	09/11/2023	7,370.00
			6117	703892	Check	1	1416		GIVEN, RIKKI	Yes	No	No	USD	09/11/2023	37.50
			6118	703893	Check	1	1421		GOPHER SPORT	Yes	No	No	USD	09/11/2023	1,113.76
			6119	703894	Check	1	1425		GRACENOTES LLC	Yes	No	No	USD	09/11/2023	35.00
			6120	703895	Check	1	1426		GRAINGER, INC.	Yes	No	No	USD	09/11/2023	38.78
			6121	703896	Check	1	1448		HAMANN, LEAH	Yes	No	No	USD	09/11/2023	52.93
			6122	703897	Check	1	1481		HERZOG ROOFING, INC.	Yes	No	No	USD	09/11/2023	460.00
			6123	703898	Check	1	1482		HESTEKIN, DAVID	Yes	No	No	USD	09/11/2023	191.38
			6124	703899	Check	1	1485		HILDI INC.	Yes	No	No	USD	09/11/2023	1,400.00
			6125	703900	Check	1	1487		HILLYARD / HUTCHINSON	Yes	No	No	USD	09/11/2023	4,967.13
			6126	703901	Check	1	1494		HOFFMAN, MACKENZIE	Yes	No	No	USD	09/11/2023	81.02
			6127	703902	Check	1	1531		IDEAL SERVICES, INC.	Yes	No	No	USD	09/11/2023	495.00
			6128	703903	Check	1	1557		INNOVATIVE OFFICE SOLUTIONS, LL	Yes	No	No	USD	09/11/2023	600.65
			6186	703904	Check	1	3108		INTERQUEST GROUP INC	Yes	No	No	USD	09/11/2023	9,000.00
			6129	703905	Check	1	1594		JOHNSON, CONNIE	Yes	No	No	USD	09/11/2023	99.99
			6130	703906	Check	1	1602		JOHNSON'S LOCK & KEY	Yes	No	No	USD	09/11/2023	2,367.00

SMART Finance

Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0022		MW	6131	703907	Check	1	1608		JOSTENS	Yes	No	No	USD	09/11/2023	1,460.95
			6190	703908	Check	1	3132		KANGAS, MICHELLE	Yes	No	No	USD	09/11/2023	219.72
			6132	703909	Check	1	1638	REMIT	L&M FLEET SUPPLY, INC.	Yes	No	No	USD	09/11/2023	45.94
			6191	703910	Check	1	3133		LANDSEM, STACI	Yes	No	No	USD	09/11/2023	222.07
			6133	703911	Check	1	1666		LEARNING A-Z	Yes	No	No	USD	09/11/2023	4,048.00
			6134	703912	Check	1	1684	REMIT	LITERACY MINNESOTA	Yes	No	No	USD	09/11/2023	60.00
			6175	703913	Check	1	2335		MARENEM, INC	Yes	No	No	USD	09/11/2023	239.80
			6135	703914	Check	1	1706		MARIOTTI, TRISHA	Yes	No	No	USD	09/11/2023	56.65
			6136	703915	Check	1	1715		MASSP	Yes	No	No	USD	09/11/2023	175.00
			6139	703916	Check	1	1723		MCARTHUR TILE COMPANY	Yes	No	No	USD	09/11/2023	46,500.00
			6189	703917	Check	1	3130		MCINTOSH, ANDREA	Yes	No	No	USD	09/11/2023	125.76
			6192	703918	Check	1	3134		MCLAUGHLIN-WORMS, GINA	Yes	No	No	USD	09/11/2023	41.48
			6140	703919	Check	1	1736		MENARDS - DETROIT LAKES	Yes	No	No	USD	09/11/2023	276.16
			6141	703920	Check	1	1739	REMIT	METROPOLITAN MECHANICAL CONT	Yes	No	No	USD	09/11/2023	3,163.61
			6142	703921	Check	1	1745		MIDWEST BUS PARTS	Yes	No	No	USD	09/11/2023	354.50
			6143	703922	Check	1	1748		MIDWEST TECHNOLOGY PRODUCTS	Yes	No	No	USD	09/11/2023	2,538.42
			6144	703923	Check	1	1761		MINNESOTA SCHOOL BOARDS ASSC	Yes	No	No	USD	09/11/2023	1,095.00
			6145	703924	Check	1	1787		MN STATE COMMUNITY & TECHNICA	Yes	No	No	USD	09/11/2023	175.12
			6146	703925	Check	1	1790		MN STATE HIGH SCHOOL LEAGUE	Yes	No	No	USD	09/11/2023	2,650.00
			6181	703926	Check	1	2543		MURPHY, SAMANTHA	Yes	No	No	USD	09/11/2023	51.39
			6147	703927	Check	1	1831	REMIT	NAPA CENTRAL	Yes	No	No	USD	09/11/2023	64.99
			6152	703928	Check	1	1917	REMIT	NCS PEARSON INC	Yes	No	No	USD	09/11/2023	1,020.60
			6182	703929	Check	1	2819		NODSLE CONSTRUCTION LLC	Yes	No	No	USD	09/11/2023	2,187.50
			6148	703930	Check	1	1871		NORTHERN DIGITAL SOLUTIONS	Yes	No	No	USD	09/11/2023	150.00
			6176	703931	Check	1	2340		OISTAD, MCKENZIE	Yes	No	No	USD	09/11/2023	58.43
			6149	703932	Check	1	1907		PAN-O-GOLD BAKING CO.	Yes	No	No	USD	09/11/2023	158.96
			6150	703933	Check	1	1908		PAPA MURPHY'S	Yes	No	No	USD	09/11/2023	28.00
			6151	703934	Check	1	1915		PDQ.COM /SMARTDEPLOY	Yes	No	No	USD	09/11/2023	2,550.00
			6153	703935	Check	1	1936		PLANK ROAD PUBLISHING, INC.	Yes	No	No	USD	09/11/2023	182.45
			6154	703936	Check	1	1944		PORTER, AMY	Yes	No	No	USD	09/11/2023	351.85
			6155	703937	Check	1	1951		PRECISION PRINTING	Yes	No	No	USD	09/11/2023	490.00
			6156	703938	Check	1	1978		RAMSEY FLOORING, INC.	Yes	No	No	USD	09/11/2023	959.00
			6157	703939	Check	1	1994		RENAISSANCE	Yes	No	No	USD	09/11/2023	2,274.00
			6158	703940	Check	1	2003		RIFTON EQUIPMENT	Yes	No	No	USD	09/11/2023	3,390.00
			6159	703941	Check	1	2004		RIVERSIDE INSIGHTS	Yes	No	No	USD	09/11/2023	1,189.11
			6185	703942	Check	1	3103		ROLL-OFF RED	Yes	No	No	USD	09/11/2023	430.80
			6160	703943	Check	1	2035		SAVVAS LEARNING COMPANY LLC	Yes	No	No	USD	09/11/2023	15,576.40
			6161	703944	Check	1	2036		SCAN AIR FILTER, INC.	Yes	No	No	USD	09/11/2023	1,267.91
			6162	703945	Check	1	2056		SCHOOL SPECIALTY LLC	Yes	No	No	USD	09/11/2023	24,748.29
			6163	703946	Check	1	2063		SCHULTZ BUS COMPANY	Yes	No	No	USD	09/11/2023	519.00
			6193	703947	Check	1	3135		SCHULTZ, VAL	Yes	No	No	USD	09/11/2023	33.87

SMART Finance

Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0022		MW	6164	703948	Check	1	2079		SHI INTERNATIONAL CORP.	Yes	No	No	USD	09/11/2023	233,485.00
			6194	703949	Check	1	3136		SKROVE, SADIE	Yes	No	No	USD	09/11/2023	67.58
			6165	703950	Check	1	2105		SOLUM, RACHEL	Yes	No	No	USD	09/11/2023	77.60
			6166	703951	Check	1	2139		SUMMIT FIRE PROTECTION	Yes	No	No	USD	09/11/2023	4,504.00
			6183	703952	Check	1	2942		SYSCO NORTH DAKOTA, INC	Yes	No	No	USD	09/11/2023	310.79
			6167	703953	Check	1	2167	REMIT	TEACHER SYNERGY, LLC	Yes	No	No	USD	09/11/2023	317.07
			6137	703954	Check	1	1716	REMIT	THE MASTER TEACHER, INC	Yes	No	No	USD	09/11/2023	44.85
			6195	703955	Check	1	3137		THE MINNESOTA CHEMICAL CO.	Yes	No	No	USD	09/11/2023	890.15
			6168	703956	Check	1	2179		THERAPY SHOPPE, INC.	Yes	No	No	USD	09/11/2023	64.97
			6169	703957	Check	1	2196		TRAINING ROOM, INC.	Yes	No	No	USD	09/11/2023	134.47
			6170	703958	Check	1	2203		TROPHY HOUSE	Yes	No	No	USD	09/11/2023	708.84
			6171	703959	Check	1	2207		TWEETON REFRIGERATION, INC.	Yes	No	No	USD	09/11/2023	2,274.98
			6138	703960	Check	1	1719		U.S. MATH RECOVERY COUNCIL	Yes	No	No	USD	09/11/2023	40.00
			6172	703961	Check	1	2226		UPPER LAKES FOODS, INC.	Yes	No	No	USD	09/11/2023	13,074.74
			6178	703962	Check	1	2485		VISTAR	Yes	No	No	USD	09/11/2023	1,340.32
			6187	703963	Check	1	3115		WALLACE RADIO SYNDICATION	Yes	No	No	USD	09/11/2023	226.40
			6173	703964	Check	1	2258		WEST MUSIC COMPANY	Yes	No	No	USD	09/11/2023	2,110.47
			6196	703965	Check	1	1024		AFFINETY SOLUTIONS, INC	Yes	No	No	USD	09/11/2023	190.00
			6201	703966	Check	1	2953		INTERMEDIATE DISTRICT 287	Yes	No	No	USD	09/11/2023	121.90
			6197	703967	Check	1	1537		ISD #31	Yes	No	No	USD	09/11/2023	280.80
			6202	703968	Check	1	3142		ISD #347	Yes	No	No	USD	09/11/2023	4,813.60
			6198	703969	Check	1	1649		LAKES COUNTRY SERVICE CO-OP	Yes	No	No	USD	09/11/2023	24,530.41
			6199	703970	Check	1	1682		LINDSTROM, LISA	Yes	No	No	USD	09/11/2023	144.39
			6200	703971	Check	1	2206		TWEETON, TRACEY	Yes	No	No	USD	09/11/2023	286.04
Bank Total: MW														\$550,898.00	
Report Total:														\$550,898.00	

SMART Finance Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0022	MW	6318	704049	Check	1	1027		ALIE TREE SERVICE, INC.	Yes	No	No	USD	09/25/2023	650.00
		6319	704050	Check	1	1035		ALLIANCE PEST PROTECTION	Yes	No	No	USD	09/25/2023	250.00
		6320	704051	Check	1	1037		ALLIED FIRE PROTECTION	Yes	No	No	USD	09/25/2023	690.00
		6317	704052	Check	1	1003		A-OX WELDING SUPPLY CO. INC.	Yes	No	No	USD	09/25/2023	11.38
		6321	704053	Check	1	1056		APPLE COMPUTER, INC.	Yes	No	No	USD	09/25/2023	1,895.00
		6322	704054	Check	1	1075		AUDIO QUIP	Yes	No	No	USD	09/25/2023	2,410.00
		6323	704055	Check	1	1091		BECKER COUNTY ENVIRONMENTAL	Yes	No	No	USD	09/25/2023	440.00
		6324	704056	Check	1	1104		BERT'S TRUCK EQUIPMENT OF MHD	Yes	No	No	USD	09/25/2023	291.00
		6325	704057	Check	1	1107		BEUG'S ACE HARDWARE	Yes	No	No	USD	09/25/2023	563.59
		6436	704058	Check	1	3123		BREAKOUT EDU INC	Yes	No	No	USD	09/25/2023	99.00
		6326	704059	Check	1	1143		BRENCO CORP.	Yes	No	No	USD	09/25/2023	2,860.98
		6327	704060	Check	1	1146		BRIDGESTONE GOLF, INC	Yes	No	No	USD	09/25/2023	718.48
		6328	704061	Check	1	1151		BRUSHMARKS SIGN	Yes	No	No	USD	09/25/2023	189.00
		6329	704062	Check	1	1192		CENTRAL MARKET	Yes	No	No	USD	09/25/2023	245.38
		6434	704063	Check	1	3114		CEV MULTIMEDIA LLC	Yes	No	No	USD	09/25/2023	1,537.50
		6425	704064	Check	1	2770		CHILEDA INSTITUTE, LLC	Yes	No	No	USD	09/25/2023	8,976.78
		6437	704065	Check	1	3141		CHORAL TRACKS LLC	Yes	No	No	USD	09/25/2023	699.99
		6330	704066	Check	1	1201		CITI CARGO & STORAGE	Yes	No	No	USD	09/25/2023	150.00
		6331	704067	Check	1	1231		CULINEX	Yes	No	No	USD	09/25/2023	3,509.51
		6332	704068	Check	1	1244		DACOTAH PAPER COMPANY	Yes	No	No	USD	09/25/2023	1,614.93
		6333	704069	Check	1	1248		DALY, GWEN	Yes	No	No	USD	09/25/2023	237.40
		6334	704070	Check	1	1250		DAN SCHLAUDERAFF SERVICES LLC	Yes	No	No	USD	09/25/2023	2,381.60
		6335	704071	Check	1	1253		DAVID B. KNOFF CONSTRUCTION	Yes	No	No	USD	09/25/2023	7,755.00
		6336	704072	Check	1	1269		DETROIT LAKES CHIROPRACTIC	Yes	No	No	USD	09/25/2023	110.00
		6337	704073	Check	1	1270		DETROIT LAKES DISPOSAL	Yes	No	No	USD	09/25/2023	1,984.24
		6439	704074	Check	1	3158		DETROIT LAKES FIRE DEPARTMENT	Yes	No	No	USD	09/25/2023	800.00
		6338	704075	Check	1	1274		DETROIT LAKES OVERHEAD DOOR I	Yes	No	No	USD	09/25/2023	210.00
		6339	704076	Check	1	1275		DETROIT LAKES TRIBUNE	Yes	No	No	USD	09/25/2023	120.00
		6340	704077	Check	1	1277		DETROIT PAINT & GLASS CO.	Yes	No	No	USD	09/25/2023	1,551.00
		6341	704078	Check	1	1280		DIGITAL SIGNUP	Yes	No	No	USD	09/25/2023	500.00
		6342	704079	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	USD	09/25/2023	6,263.62
		6423	704080	Check	1	2718	REMIT	ECKROTH MUSIC	Yes	No	No	USD	09/25/2023	2,302.74
		6343	704081	Check	1	1314		ED CLUB, INC.	Yes	No	No	USD	09/25/2023	643.50
		6417	704082	Check	1	2317		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	09/25/2023	626.01
		6430	704083	Check	1	2949		ELEVATED SURFACE CLEANING	Yes	No	No	USD	09/25/2023	16,075.00
		6345	704084	Check	1	1336	P.T.	ESSENTIA HEALTH	Yes	No	No	USD	09/25/2023	402.50
		6344	704085	Check	1	1329		ESX TECHNOLOGY SOLUTIONS, LLC	Yes	No	No	USD	09/25/2023	588.00
		6346	704086	Check	1	1340		EVERYDAY SPEECH, LLC	Yes	No	No	USD	09/25/2023	1,871.95
		6347	704087	Check	1	1378		FLR SANDERS, INC	Yes	No	No	USD	09/25/2023	711.87
		6348	704088	Check	1	1402		GAG, KELLY	Yes	No	No	USD	09/25/2023	250.00
		6349	704089	Check	1	1406		GEHRTZ CONSTRUCTION SERVICES	Yes	No	No	USD	09/25/2023	505.50

SMART Finance Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0022	MW	6350	704090	Check	1	1408		GENERAL PARTS LLC	Yes	No	No	USD	09/25/2023	789.90
		6351	704091	Check	1	1409		GERRELL'S SPORT CENTER	Yes	No	No	USD	09/25/2023	1,455.00
		6422	704092	Check	1	2547		GRIMCO INC.	Yes	No	No	USD	09/25/2023	131.80
		6352	704093	Check	1	1447		HAL LEONARD	Yes	No	No	USD	09/25/2023	299.00
		6353	704094	Check	1	1459		HDQ LANDSCAPING & MORE, INC	Yes	No	No	USD	09/25/2023	8,892.75
		6354	704095	Check	1	1481		HERZOG ROOFING, INC.	Yes	No	No	USD	09/25/2023	225.00
		6355	704096	Check	1	1487		HILLYARD / HUTCHINSON	Yes	No	No	USD	09/25/2023	1,868.47
		6357	704097	Check	1	1511		HOUGH INC.	Yes	No	No	USD	09/25/2023	325.00
		6358	704098	Check	1	1514		HOWIES HOCKEY, INC.	Yes	No	No	USD	09/25/2023	1,146.82
		6359	704099	Check	1	1529		ICS CONSULTING, LLC -138006	Yes	No	No	USD	09/25/2023	8,000.00
		6440	704100	Check	1	3159		ISAACSON, RACHELLE	Yes	No	No	USD	09/25/2023	201.45
		6360	704101	Check	1	1567		IXL LEARNING	Yes	No	No	USD	09/25/2023	3,450.00
		6361	704102	Check	1	1569		J.W. PEPPER & SON, INC.	Yes	No	No	USD	09/25/2023	107.97
		6418	704103	Check	1	2378		JAEGER, JILL	Yes	No	No	USD	09/25/2023	188.64
		6362	704104	Check	1	1593		JOHN KOOPMANN PIANO TUNING	Yes	No	No	USD	09/25/2023	410.00
		6363	704105	Check	1	1638	REMIT	L&M FLEET SUPPLY, INC.	Yes	No	No	USD	09/25/2023	1,679.73
		6364	704106	Check	1	1648		LAKER LOCKER	Yes	No	No	USD	09/25/2023	270.00
		6365	704107	Check	1	1649		LAKES COUNTRY SERVICE CO-OP	Yes	No	No	USD	09/25/2023	50.00
		6424	704108	Check	1	2720		LAMINATOR.COM	Yes	No	No	USD	09/25/2023	234.48
		6366	704109	Check	1	1673		LEIGHTON BROADCASTING	Yes	No	No	USD	09/25/2023	405.00
		6367	704110	Check	1	1700		MAHLUM, MIRANDA	Yes	No	No	USD	09/25/2023	31.07
		6416	704111	Check	1	2303		MARCO TECHNOLOGIES, LLC NW71;	Yes	No	No	USD	09/25/2023	2,116.67
		6368	704112	Check	1	1707		MARK'S ELECTRIC INC.	Yes	No	No	USD	09/25/2023	18,660.64
		6369	704113	Check	1	1736		MENARDS - DETROIT LAKES	Yes	No	No	USD	09/25/2023	198.18
		6370	704114	Check	1	1739	REMIT	METROPOLITAN MECHANICAL CONT	Yes	No	No	USD	09/25/2023	4,744.78
		6371	704115	Check	1	1753		MILLER YARD CARE AND CONSTRUC	Yes	No	No	USD	09/25/2023	768.00
		6372	704116	Check	1	1768		MITCHELL, KAREN	Yes	No	No	USD	09/25/2023	95.69
		6427	704117	Check	1	2870		MN FFA ASSOCIATION	Yes	No	No	USD	09/25/2023	200.00
		6420	704118	Check	1	2420	REMIT	MRI SOFTWARE LLC	Yes	No	No	USD	09/25/2023	44.00
		6373	704119	Check	1	1831	REMIT	NAPA CENTRAL	Yes	No	No	USD	09/25/2023	27.98
		6374	704120	Check	1	1832	REMIT	NARDINI FIRE EQUIPMENT CO.	Yes	No	No	USD	09/25/2023	738.70
		6375	704121	Check	1	1833		NASCO INC.	Yes	No	No	USD	09/25/2023	337.24
		6376	704122	Check	1	1850		NERESON AUTOMOTIVE INC.	Yes	No	No	USD	09/25/2023	318.92
		6377	704123	Check	1	1856		NEWS-2-YOU, LLC	Yes	No	No	USD	09/25/2023	5,639.88
		6378	704124	Check	1	1860		NOAH, BENJAMIN	Yes	No	No	USD	09/25/2023	1,218.51
		6431	704125	Check	1	2955		NORBY, ELIZABETH	Yes	No	No	USD	09/25/2023	112.50
		6379	704126	Check	1	1867		NORTH CENTRAL BUS & EQUIPMENT	Yes	No	No	USD	09/25/2023	365.07
		6356	704127	Check	1	1498	REMIT	NORTH CENTRAL INTERNATIONAL LI	Yes	No	No	USD	09/25/2023	121.71
		6380	704128	Check	1	1907		PAN-O-GOLD BAKING CO.	Yes	No	No	USD	09/25/2023	417.00
		6381	704129	Check	1	1908		PAPA MURPHY'S	Yes	No	No	USD	09/25/2023	284.25
		6382	704130	Check	1	1920		PEPSI	Yes	No	No	USD	09/25/2023	2,408.76

SMART Finance Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print Recon	Void	Currency	Pmt/Void Date	Amount
0022	MW	6432	704131	Check	1	3090	PHELPS	Yes	No	USD	09/25/2023	266.70
		6383	704132	Check	1	1927	PICKLE EVENTS, LLC	Yes	No	USD	09/25/2023	1,545.00
		6384	704133	Check	1	1943	POPPLERS MUSIC STORE	Yes	No	USD	09/25/2023	470.00
		6385	704134	Check	1	1951	PRECISION PRINTING	Yes	No	USD	09/25/2023	363.70
		6386	704135	Check	1	1954	PREMIUM WATERS, INC.	Yes	No	USD	09/25/2023	97.38
		6387	704136	Check	1	1960	PRO-ED, INC.	Yes	No	USD	09/25/2023	73.70
		6388	704137	Check	1	1974	R SCHOOL TODAY	Yes	No	USD	09/25/2023	94.00
		6389	704138	Check	1	1978	RAMSEY FLOORING, INC.	Yes	No	USD	09/25/2023	2,509.66
		6390	704139	Check	1	1997	RETHWISCH, FRANCINE	Yes	No	USD	09/25/2023	120.52
		6441	704140	Check	1	3160	RISE ABOVE CONSULTING LLC	Yes	No	USD	09/25/2023	800.00
		6433	704141	Check	1	3103	ROLL-OFF RED	Yes	No	USD	09/25/2023	730.35
		6391	704142	Check	1	2025	SAFETYFIRST PLAYGROUND MAINT	Yes	No	USD	09/25/2023	1,980.00
		6421	704143	Check	1	2486	SAGE PUBLICATIONS, INC.	Yes	No	USD	09/25/2023	730.73
		6392	704144	Check	1	2028	SANFORD HEALTH OCCUPATIONAL	Yes	No	USD	09/25/2023	115.00
		6393	704145	Check	1	2031	SANNES, KIERA	Yes	No	USD	09/25/2023	52.62
		6394	704146	Check	1	2033	SAVIG, JENNIFER	Yes	No	USD	09/25/2023	125.37
		6395	704147	Check	1	2036	SCAN AIR FILTER, INC.	Yes	No	USD	09/25/2023	3,672.12
		6396	704148	Check	1	2042	SCHMITT DIRECTOR CENTERS	Yes	No	USD	09/25/2023	2,140.95
		6397	704149	Check	1	2050	SCHOLASTIC INC.	Yes	No	USD	09/25/2023	425.04
		6398	704150	Check	1	2056	SCHOOL SPECIALTY LLC	Yes	No	USD	09/25/2023	77.65
		6399	704151	Check	1	2074	SEPTIC VAC	Yes	No	USD	09/25/2023	308.54
		6400	704152	Check	1	2079	SHI INTERNATIONAL CORP.	Yes	No	USD	09/25/2023	18,385.50
		6426	704153	Check	1	2772	SIELING, ANDREA	Yes	No	USD	09/25/2023	120.52
		6401	704154	Check	1	2088	SKJOLD, ANNE	Yes	No	USD	09/25/2023	201.20
		6402	704155	Check	1	2089	SKYWARD	Yes	No	USD	09/25/2023	19,188.00
		6419	704156	Check	1	2414	SKYWARD USERS OF MINNESOTA	Yes	No	USD	09/25/2023	195.00
		6403	704157	Check	1	2120	STAPLES	Yes	No	USD	09/25/2023	357.41
		6404	704158	Check	1	2126	STEIN'S INC.	Yes	No	USD	09/25/2023	69.66
		6405	704159	Check	1	2128	STELLER HUMAN SERVICES, INC.	Yes	No	USD	09/25/2023	26,800.00
		6406	704160	Check	1	2139	SUMMIT FIRE PROTECTION	Yes	No	USD	09/25/2023	1,974.50
		6407	704161	Check	1	2149	SWANSON'S REPAIR	Yes	No	USD	09/25/2023	1,257.79
		6429	704162	Check	1	2942	SYSCO NORTH DAKOTA, INC	Yes	No	USD	09/25/2023	3,046.03
		6408	704163	Check	1	2167	REMIT TEACHER SYNERGY, LLC	Yes	No	USD	09/25/2023	347.99
		6409	704164	Check	1	2168	TEAM LAB	Yes	No	USD	09/25/2023	1,500.00
		6428	704165	Check	1	2872	REMIT THE MATH LEARNING CENTER	Yes	No	USD	09/25/2023	524.88
		6410	704166	Check	1	2194	REMIT TRAFERA HOLDINGS, LLC	Yes	No	USD	09/25/2023	174.66
		6411	704167	Check	1	2203	TROPHY HOUSE	Yes	No	USD	09/25/2023	150.00
		6442	704168	Check	1	3162	TURMAN, BILLIE	Yes	No	USD	09/25/2023	95.69
		6412	704169	Check	1	2207	TWEETON REFRIGERATION, INC.	Yes	No	USD	09/25/2023	8,977.84
		6413	704170	Check	1	2226	UPPER LAKES FOODS, INC.	Yes	No	USD	09/25/2023	14,877.05
		6414	704171	Check	1	2233	VERNIER SOFTWARE & TECHNOLOGY	Yes	No	USD	09/25/2023	25.00

SMART Finance

Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0022	MW	6435	704172	Check	1	3122	REMIT	WEVIDEO INC	Yes	No	No	USD	09/25/2023	4,558.23
		6438	704173	Check	1	3143		WHITE EARTH PUBLIC TRANSIT	Yes	No	No	USD	09/25/2023	240.00
		6415	704174	Check	1	2265		WILSON, ANNA	Yes	No	No	USD	09/25/2023	60.26
		6443	704175	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	USD	09/25/2023	6,533.29
		6444	704176	Check	1	2018		SQUIRES, WALDSPURGER & MACE,	Yes	No	No	USD	09/25/2023	370.50
		6445	704177	Check	1	2203		TROPHY HOUSE	Yes	No	No	USD	09/25/2023	40.00
Bank Total: MW														
Report Total:														
<div style="border: 1px solid black; display: inline-block; padding: 2px;">\$269,443.04</div>														
<div style="border: 1px solid black; display: inline-block; padding: 2px;">\$269,443.04</div>														

HAND PAYABLES SUMMARY (AUGUST 2023)

Bank	Pmt No	Check No	Pay Type	Vendor	Date	Amount
MW	5741		Wire	EMC INSURANCE COMPANIES	8/1/2023	\$ 33,884.89
MW	5742		Wire	LAKES COUNTRY SERVICE CO-OP INSURANCE POOL	8/1/2023	\$ 288,828.96
MW	5743		Wire	METLIFE	8/1/2023	\$ 5,027.48
MW	5770		Wire	CITY OF DETROIT LAKES	8/8/2023	\$ 971.82
MW	5771		Wire	MINNESOTA ENERGY RESOURCES	8/8/2023	\$ 377.50
MW	5772		Wire	MINNESOTA ENERGY RESOURCES	8/8/2023	\$ 64.95
MW	5773		Wire	WEX HEALTH INC - HSA/FLEX	8/8/2023	\$ 2,484.73
MW	5774		Wire	MINNESOTA STATE RETIREMENT SYS	8/8/2023	\$ 7,067.50
MW	5775		Wire	AVIBEN	8/8/2023	\$ 10,350.59
MW	5776		Wire	CONSTELLATION NEW ENERGY GAS D	8/14/2023	\$ 560.65
MW	5897		Wire	MINNESOTA ENERGY RESOURCES	8/8/2023	\$ 53.50
MW	5898		Wire	PUBLIC EMPLOYEES RETIREMENT ASSOC	8/9/2023	\$ 15,759.65
MW	5899		Wire	MN TEACHERS RETIREMENT ASSOC.	8/9/2023	\$ 17,673.16
MW	5901		Wire	MN DEPT OF REVENUE -SALES TAX	8/9/2023	\$ 845.00
MW	5902		Wire	CITY OF DETROIT LAKES	8/14/2023	\$ 17,707.38
MW	5903		Wire	CITY OF DETROIT LAKES	8/14/2023	\$ 153.04
MW	5904		Wire	CITY OF DETROIT LAKES	8/14/2023	\$ 1,420.11
MW	5905		Wire	CITY OF DETROIT LAKES	8/14/2023	\$ 320.34
MW	5906		Wire	CITY OF DETROIT LAKES	8/14/2023	\$ 6,943.92
MW	5907		Wire	MINNESOTA ENERGY RESOURCES	8/14/2023	\$ 26.62
MW	5908		Wire	MINNESOTA ENERGY RESOURCES	8/14/2023	\$ 68.80
MW	5909		Wire	USPS.COM	8/14/2023	\$ 100.73
MW	5910		Wire	INTERNAL REVENUE SERVICE	8/15/2023	\$ 56,896.60
MW	5911		Wire	MN DEPT OF REVENUE -PAYROLL TAXES	8/15/2023	\$ 9,144.50
MW	5929		Wire	WEX HEALTH INC - HSA/FLEX	8/17/2023	\$ 2,534.73
MW	5930		Wire	PUBLIC EMPLOYEES RETIREMENT ASSOC	8/17/2023	\$ 17,078.95
MW	5931		Wire	MN TEACHERS RETIREMENT ASSOC.	8/17/2023	\$ 23,730.80
MW	5932		Wire	MINNESOTA STATE RETIREMENT SYS	8/17/2023	\$ 7,007.50
MW	5933		Wire	AVIBEN	8/17/2023	\$ 10,350.59
MW	6001		Wire	CITY OF DETROIT LAKES	8/22/2023	\$ 139.71
MW	6002		Wire	CITY OF DETROIT LAKES	8/22/2023	\$ 26,968.01
MW	6003		Wire	CITY OF DETROIT LAKES	8/22/2023	\$ 544.02
MW	6004		Wire	CITY OF DETROIT LAKES	8/22/2023	\$ 1,345.35
MW	6005		Wire	CITY OF DETROIT LAKES	8/22/2023	\$ 277.84
MW	6006		Wire	CITY OF DETROIT LAKES	8/22/2023	\$ 550.49
MW	6007		Wire	MINNESOTA ENERGY RESOURCES	8/22/2023	\$ 68.66
MW	6008		Wire	MINNESOTA ENERGY RESOURCES	8/22/2023	\$ 752.57
MW	6009		Wire	MINNESOTA ENERGY RESOURCES	8/22/2023	\$ 287.65
MW	6010		Wire	PERFORMANCE FOODSERVICE	8/22/2023	\$ 1,003.30
MW	6011		Wire	VERIZON WIRELESS	8/22/2023	\$ 635.16
MW	6012		Wire	VERIZON WIRELESS	8/22/2023	\$ 555.74
MW	6013		Wire	MIDCO COMMUNICATIONS	8/22/2023	\$ 2,200.39
MW	6014		Wire	MIDCO COMMUNICATIONS	8/22/2023	\$ 200.00
MW	6015		Wire	MIDCO COMMUNICATIONS	8/22/2023	\$ 200.00
MW	6016		Wire	MIDCO COMMUNICATIONS	8/22/2023	\$ 200.00
MW	6017		Wire	MIDCO COMMUNICATIONS	8/22/2023	\$ 200.00
MW	6018		Wire	MIDCO COMMUNICATIONS	8/22/2023	\$ 200.00
MW	6019		Wire	MIDCO COMMUNICATIONS	8/22/2023	\$ 200.00
MW	6020		Wire	MIDCO COMMUNICATIONS	8/22/2023	\$ 200.00
MW	6021		Wire	METLIFE	8/22/2023	\$ 5,445.77
MW	6037		Wire	AMAZON	8/24/2023	\$ 25,041.82
MW	6038		Wire	INTERNAL REVENUE SERVICE	8/30/2023	\$ 58,818.15
MW	6039		Wire	MN DEPT OF REVENUE -PAYROLL TAXES	8/30/2023	\$ 8,769.75
MW	6048		Wire	CORPORATE PAYMENT SYSTEMS	8/30/2023	\$ 15,369.07
MW	6074		Wire	MINNESOTA ENERGY RESOURCES	8/30/2023	\$ 752.50
MW	6075		Wire	MINNESOTA ENERGY RESOURCES	8/30/2023	\$ 3,189.87
MW	6076		Wire	PERFORMANCE FOODSERVICE	8/30/2023	\$ 4,928.07
MW	6203		Wire	BIX PRODUCE	8/30/2023	\$ 3,066.30
MW	6204		Wire	MIDWEST BANK	8/31/2023	\$ 10.00
MW	6205		Wire	MIDWEST BANK	8/31/2023	\$ 10.00
MW	6206		Wire	MIDWEST BANK	8/31/2023	\$ 10.00
MW	6207		Wire	MIDWEST BANK	8/31/2023	\$ 100.00
MW	6208		Wire	MIDWEST BANK	8/31/2023	\$ 10.00
MW	6209		Wire	MIDWEST BANK	8/31/2023	\$ 5.00
MW	6210		Wire	AUTHORIZE.NET GATEWAY BILLING	8/31/2023	\$ 25.00
MW	6211		Wire	VANTIV BILLING / WORLDPAY	8/31/2023	\$ 62.90
MW	6212		Wire	REVTRAK	8/31/2023	\$ 29.95
MW	6213		Wire	TRANSFIRST AFFINETY	8/31/2023	\$ 372.54
MW	6214		Wire	WEX HEALTH INC	8/31/2023	\$ 151.25
MW	6215		Wire	WEX HEALTH INC	8/31/2023	\$ 7,949.72
MW	4821	702908	Check	GEBHART, PETER	8/17/2023	\$ (49.40)
MW	4877	702944	Check	SINCLAIR, SHARON	8/17/2023	\$ (85.00)
MW	5765	703595	Check	CITY OF DETROIT LAKES	8/1/2023	\$ 17,000.00

MW	5766	703596	Check	INTERQUEST GROUP INC	8/1/2023	\$	1,000.00
MW	5768	703597	Check	MADISON NATIONAL LIFE INSURANCE	8/2/2023	\$	2,559.90
MW	5767	703598	Check	SCHULTZ BUS COMPANY	8/2/2023	\$	22,392.40
MW	5769	703599	Check	MINNESOTA MUSIC EDUCATORS ASSOCIATION	8/8/2023	\$	4,970.00
MW	5900	703720	Check	MADISON NATIONAL LIFE INSURANCE	8/9/2023	\$	2,526.20
MW	5914	703721	Check	AFSCME COUNCIL 65	8/15/2023	\$	326.07
MW	5912	703722	Check	AMERICAN FAMILY LIFE ASSURANCE CO	8/15/2023	\$	213.05
MW	5916	703723	Check	D. L. ATHLETIC FOUNDATION	8/15/2023	\$	70.00
MW	5917	703724	Check	D.L. PUBLIC EDUC FOUNDATION	8/15/2023	\$	5.00
MW	5913	703725	Check	MINNESOTA CHILD SUPPORT	8/15/2023	\$	270.00
MW	5919	703726	Check	MN SCHOOL EMPLOYEES ASSOC.	8/15/2023	\$	52.19
MW	5918	703727	Check	SUPPORT PAYMENT CLEARINGHOUSE	8/15/2023	\$	671.82
MW	5915	703728	Check	UNITED WAY OF BECKER COUNTY	8/15/2023	\$	22.00
MW	5926	703729	Check	CHARACTER CHALLENGE COURSE	8/17/2023	\$	820.74
MW	5927	703730	Check	GEBHART, PETER	8/17/2023	\$	49.40
MW	5920	703731	Check	ISD #31	8/17/2023	\$	140.00
MW	5921	703732	Check	LAKER BOOSTER CLUB	8/17/2023	\$	2,000.00
MW	5922	703733	Check	LAKER LOCKER	8/17/2023	\$	699.50
MW	5923	703734	Check	PIEPKORN, GREGORY	8/17/2023	\$	1,760.21
MW	5924	703735	Check	SAND BAR	8/17/2023	\$	125.00
MW	5928	703736	Check	SINCLAIR, SHARON	8/17/2023	\$	85.00
MW	5925	703737	Check	TROPHY HOUSE	8/17/2023	\$	356.50
MW	5997	703801	Check	ARVIG COMMUNICATION SYSTEMS	8/22/2023	\$	512.11
MW	5998	703802	Check	CONCORDIA COLLEGE VOLLEYBALL	8/22/2023	\$	125.00
MW	6000	703803	Check	EVANS, HEIDI	8/22/2023	\$	439.79
MW	5999	703804	Check	STEVICK BUSINESS SPECIALTIES	8/22/2023	\$	965.00
MW	6033	703805	Check	BAER, KARI	8/24/2023	\$	116.00
MW	6028	703806	Check	DILLARD, MARY	8/24/2023	\$	210.98
MW	6025	703807	Check	FRANK, JENNIFER	8/24/2023	\$	125.50
MW	6026	703808	Check	FRANK, JENNIFER	8/24/2023	\$	116.00
MW	6032	703809	Check	HAMM, MACKENZIE	8/24/2023	\$	30.00
MW	6031	703810	Check	HAMM, MIKE	8/24/2023	\$	30.00
MW	6022	703811	Check	ISD #2170	8/24/2023	\$	150.00
MW	6027	703812	Check	KRAMER, DANIEL	8/24/2023	\$	237.23
MW	6030	703813	Check	PETERSON, JEREMY	8/24/2023	\$	30.00
MW	6029	703814	Check	SLACK, DEB	8/24/2023	\$	195.26
MW	6023	703815	Check	SOLUM, RACHEL	8/24/2023	\$	375.00
MW	6036	703816	Check	UNITED WAY	8/24/2023	\$	500.00
MW	6024	703817	Check	VAVE, SAILASA	8/24/2023	\$	125.50
MW	6034	703818	Check	VONPINNON, MATTHEW	8/24/2023	\$	201.86
MW	6035	703819	Check	WEST FARGO HIGH SCHOOL	8/24/2023	\$	100.00
MW	6042	703820	Check	AFSCME COUNCIL 65	8/30/2023	\$	366.95
MW	6040	703821	Check	AMERICAN FAMILY LIFE ASSURANCE CO	8/30/2023	\$	235.25
MW	6044	703822	Check	D. L. ATHLETIC FOUNDATION	8/30/2023	\$	75.00
MW	6045	703823	Check	D.L. PUBLIC EDUC FOUNDATION	8/30/2023	\$	5.00
MW	6047	703824	Check	MESSERLI & KRAMER P.A.	8/30/2023	\$	85.46
MW	6041	703825	Check	MINNESOTA CHILD SUPPORT	8/30/2023	\$	270.00
MW	6046	703826	Check	MN SCHOOL EMPLOYEES ASSOC.	8/30/2023	\$	69.46
MW	6043	703827	Check	UNITED WAY OF BECKER COUNTY	8/30/2023	\$	22.00
MW	6049	703828	Check	AASTUEN, BENJAMIN	8/30/2023	\$	792.00
MW	6072	703829	Check	ALLEN, BOB	8/30/2023	\$	30.00
MW	6068	703830	Check	AMUNDSON, JORDAN	8/30/2023	\$	30.00
MW	6050	703831	Check	CENTRAL MARKET	8/30/2023	\$	479.60
MW	6060	703832	Check	DILLARD, MARY	8/30/2023	\$	175.98
MW	6059	703833	Check	FRANK, JENNIFER	8/30/2023	\$	116.00
MW	6051	703834	Check	GERRELL'S SPORT CENTER	8/30/2023	\$	5,711.00
MW	6071	703835	Check	HAMAR, TERRY	8/30/2023	\$	30.00
MW	6064	703836	Check	HAMM, MACKENZIE	8/30/2023	\$	30.00
MW	6063	703837	Check	HAMM, MIKE	8/30/2023	\$	30.00
MW	6058	703838	Check	HUT AMERICAN GROUP LLC	8/30/2023	\$	122.57
MW	6052	703839	Check	JB'S CUSTOM APPAREL	8/30/2023	\$	741.00
MW	6053	703840	Check	LAKER LOCKER	8/30/2023	\$	2,754.00
MW	6073	703841	Check	MADISON NATIONAL LIFE INSURANCE	8/30/2023	\$	2,082.24
MW	6054	703842	Check	MARNANTELI'S PIZZA	8/30/2023	\$	620.85
MW	6055	703843	Check	OLANDER BUS SERVICE INC.	8/30/2023	\$	15,000.00
MW	6062	703844	Check	PETERSON, JEREMY	8/30/2023	\$	30.00
MW	6056	703845	Check	SCHULTZ BUS COMPANY	8/30/2023	\$	10,000.00
MW	6061	703846	Check	SLACK, DEB	8/30/2023	\$	160.26
MW	6057	703847	Check	VAVE, SAILASA	8/30/2023	\$	125.50
MW	6067	703848	Check	WATERWORTH'S WOODSHOP INC	8/30/2023	\$	101,225.00
MW	6065	703849	Check	WEBER, JUSTIN	8/30/2023	\$	184.83
MW	6066	703850	Check	WENDT, MIKE	8/30/2023	\$	30.00
MW	6070	703851	Check	WHEELING, DARREN	8/30/2023	\$	30.00
MW	6069	703852	Check	WHEELING, NICOLE	8/30/2023	\$	30.00

REPORT TOTAL \$ 912,537.30

PERSONNEL AGENDA

September 25, 2023

1) **Resignations:**

Ashley Disse– Lincoln Education Center Education Assistant, effective September 22, 2023.

Bill Hansen– High School Custodian, effective August 24, 2023.

Jennifer Hellekson– Lakes Area Adult Education teacher, effective September 28, 2023.

Matthew Horner– Assistant Gymnastics Coach, effective September 12, 2023.

Teresa Kemper– Rossman Paraprofessional, effective September 8, 2023.

Carver Klapotz– High School Custodian, effective September 1, 2023.

Lynn Monley– Rossman Paraprofessional, effective September 28, 2023.

Alicia Olson– Rossman Paraprofessional, effective September 11, 2023.

Pauline Tunheim– High School Paraprofessional, Effective May 26, 2023.

Jack Warren– Ojibwe Language Quiz Bowl Coach, effective September 7, 2023.

2) **Retirements:**

3) **Appointments:**

Tracey Aronson– High School Musical Assistant Director, at the rate of step 2 or a contract amount of \$3,813.30 per year, effective September 5, 2023.

Janice Axton– Rossman Special Education Paraprofessional, at the rate of \$15.95 per hour, working 37.5 hours per week, effective September 27, 2023.

Joshua Bettcher– Fall Speed and Strength Coordinator, at the rate of step 7 or a contract amount of \$2,865.90, effective September 1, 2023.

Tyler Burnside– Boys 7-12 Soccer Coach, at the rate of Step 1 or a contract amount of \$2,914.10 per season, effective September 6, 2023.

Juli Clarey– Roosevelt Special Education Para, at the rate of \$15.95 per hour working 37.5 hours per week, effective August 28, 2023.

Andrea Danda– High School/ALC Chemical Health Coordinator, at the rate of \$58,890.00 per year, effective October 9, 2023.

Janelle Dow– Roosevelt Title I/Noon Duty Para, at the rate of \$15.95 per hour, working 25 hours per week, effective September 18, 2023.

Wyatt Erickson– Lincoln Extended Care, at the rate of \$15.25 per hour working 10 hours per week, effective September 5, 2023.

Amanda Ferencik– Rossman Special Education Para, at the rate of \$16.30 per hour working 37.5 hours per week, effective September 5, 2023.

Isabelle Hansen– Rossman Laker Kids Assistant, at the rate of \$16.00 per hour working 10 hours per week, effective September 5, 2023.

Skyler Hansen– Rossman ADSIS/Noon Duty, at the rate of \$15.25 per hour working 27.5 hours per week, effective September 14, 2023.

James Hendrickson– High School Assistant Music Director/Coordinator, at the rate of step 4 or a contract amount of \$1,985.22 per year, effective September 6, 2023.

Matthew Jenson– High School JV Football Coach, at the rate of step 3 or a contract amount of \$3,892.41 per season, effective September 6, 2023.

Amber Mangel– Middle School Special Education Para, at the rate of \$15.25 per hour working 37.5 hours per week, effective August 29, 2023.

Tatum Mercer– Roosevelt Special Education Para, at the rate of \$15.95 per hour, working 37.5 hours per week, effective October 10, 2023.

Debra Olk– Food Service Worker, at the rate of \$17.00 per hour working 28.75 hours per week, effective September 5, 2023.

Juliette Omundson–Rossman Laker Kids Assistant, at the rate of \$16.00 per hour working 10 hours per week, effective September 1, 2023.

Leah Omundson– Level IV Driver, at the rate of \$18.33 per hour working 40 hours per week, effective September 11, 2023.

Stacy Opatz– Lincoln ECFE Para, at the rate of \$15.25 per hour, working 38.5 hours per week, effective October 2, 2023.

Emma-Leigh Ortloff– Middle School Dance Coach, at the rate of 3.5% of step 1 or a contract amount of \$1,457.05, effective October 23, 2023.

Caden Nestler– High School Musical Technical Director and Sound Technician, at the at the rate of \$1,200 per year, effective September 11, 2023.

Mikel Renteria– 9th Grade Football Coach, at the rate of step one or a contract amount of \$2,914.10 per season, effective August 24, 2023.

Abby Sandoval– Lincoln Education Extended Care, at the rate of \$15.25 per hour working 10 hours per week, effective September 5, 2023.

Jordan Sawicki– E-Laker Online Facilitator, at the rate of \$30.00 per hour working up to 10 hours per week, effective September 18, 2023.

Janay Trotter– Food Service Worker, at the rate of \$17.00 per hour working 16.25 hours per week, effective September 5, 2023.

Karen Trout– GED Proctor, at the rate of \$17.00 per hour, effective August 29, 2023.

Thomas Trowbridge– High School Musical Scenic Art Designer, Master Carpenter, Set Designer, at the rate of \$900 per year, effective September 11, 2023.

Alexis Van Meldegham– Middle School Dance Class, at the rate of 3.5% of step 1 or a contract amount of \$1,457.05, effective October 23, 2023.

Andrea Walberg– Lincoln Extended Care/ Sub for Laker Kids, at the rate of \$15.25 per hour, working 10 hours per week, effective September 25, 2023.

Sue Woytassek– Laker Kids Assistant Supervisor, at the rate of \$21.00 per hour working up to 11 hours per week, effective August 25, 2023.

4) Amended Assignment:

Hailey Anderson– Roosevelt Special Education Para is amending her assignment from 3 hours per day to 5.75 hours per day, effective September 5, 2023.

Cody Bahls– Rossman Title VI Education Assistant is amending her assignment from 29.75 hours per week to 35 hours per week, effective September 18, 2023.

Laura Blomseth– Roosevelt Title I Para is amending her assignment from Part Time Title I para to Full Time Title I Para, effective for the 23-24 school year.

Carrie Cornwell– Lincoln Administrative Assistant is amending her assignment to 205 days per year 8 hours per day, effective August 9, 2023.

Brandi Davidson– Roosevelt Title I para is amending her assignment from Part time Title I to Full time Title I and Noon Duty, effective for the 23-24 school year.

Leah Haisley– Rossman Special Education Para is amending her assignment from 37.5 hours per week to substitute, effective August 31, 2023.

Melanie Holmquist- Is amending her assignment from 1400 hours per year to 1456 hours per year, effective September 11, 2023.

Kristi Husby- Roosevelt Special Education Paraprofessional is amending her assignment from Part time to Full time, effective September 11, 2023.

Matthew Jenson– is amending his assignment from JV Football Coach at 9% to 9th Grade Football coach at 7%, effective September 25, 2023.

Ruth Lage– Roosevelt Title VI Paraprofessional is amending her assignment from 29.75 hours per week to 35 hours per week, effective September 14, 2023.

Cindy Macheel– Middle School Para is amending her assignment from General Para to Special Education Para, effective September 5, 2023.

Mary Ann Nelmark– Laker Kids Supervisor is amending her assignment from Aide at \$14.00 per hour to Supervisor at \$22.00 per hour, effective September 18, 2023.

Josie Retz– Rossman Laker Kids Assistant is amending her assignment from Aide at \$14.00 per hour to Assistant at \$16.00 per hour, effective August 23, 2023.

Mason Sampson– Roosevelt Special Education Para is amending his assignment from Special Education Para to Full time Title I Para, effective for the 23-24 school year.

Mary Sundby- Roosevelt Title I Para is amending her assignment from 3 hours per day to 7.5 hours per day, effective for the 23-24 school year.

Michelle Tappe–Roosevelt Title VI Paraprofessional is amending her assignment from 29.75 hours per week to 35 hours per week, effective September 14, 2023.

Kayleigh Trnka– Lincoln ECSE Para is amending her assignment from \$15.60 per hour to \$15.95 per hour, effective August 28, 2023.

Mark Whiting– is amending his assignment from 9th Grade Football Coach at 7% to JV Football Coach at 9%, effective September 25, 2023.

5) Leave of Absence:

Mary Alberts- Lee– is requesting a leave of absence beginning September 5, 2023 and ending September 21, 2023.

6) Terminations:

Steven Smedsrud– IT Technician, effective September 18, 2023.

7) Sixth Period Pay:

Date Adopted: 03/10/97	File Number: Detroit Lakes Policy -102
Date Revised: 07/10/2013; 04/14/2014; 02/13/2017; 8/13/2018; 1/11/2021	

102 - EQUAL EDUCATIONAL OPPORTUNITY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for disabled students.

[Note: Part of the definition of “sexual orientation” within the Minnesota Human Rights Act (MHRA) is “having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness,” which is how gender identity and expression gain protection under the MHRA. Minn. Stat. § 363A.03, Subd. 44.]

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district’s policy on harassment and violence and the school district’s procedures for addressing such complaints, refer to the school district’s policy on harassment and violence.

C. The School District prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district’s corresponding procedures for addressing disability discrimination complaints, refer to the school district’s policy on student disability nondiscrimination (policy 504).

- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to the Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex non discrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provisions of equipment and supplies; scheduling of games and practice times; assignment of coaches; provisions of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex
- FE. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- GD. Every school district employee shall be responsible for complying with this policy conscientiously.
- HE. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1681 et seq. (Title IX of the Education Amendments of 1972)
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

Cross Reference: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Date Adopted: 10/11/93	File Number: Detroit Lakes Policy - 418
Date Revised: 01/11/99, 08/10/2009, 07/10/2013; 12/20/21	

418 - DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products and controlled substances without a physician prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products, and controlled substances ~~alcohol~~ before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products, or controlled substances, ~~or medical cannabis~~ in any school location.

~~C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.~~

~~D.~~ The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage Containing more than one half percent alcohol by volume, malt beverage, fortified wine, or other intoxicating liquor.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.

~~C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.~~

~~D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.~~

~~EC.~~ "Medical cannabis" means any species of genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method, excluding smoking, approved by the Commissioner of the Minnesota Department of Health.

D. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

~~E.~~ "Use" ~~includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.~~

~~F.~~ "Possess" ~~means to have on one's person, in one's effects, or in an area subject to one's control.~~

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

~~H.~~ "Sell" ~~means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.~~

~~I.~~ "Toxic substances" ~~includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.~~

~~J.~~ "Use" ~~means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.~~

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of ~~Minnesota Statutes,~~ section § 624.701, ~~Subdivision,~~ 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

[Note: School districts are required by Minnesota Statutes, section § 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, must provide a copy of the prescription and the medication to the school nurse, principal or other designated staff member. The school district's licensed school nurse, trained health clerk, principal or teacher will administer the prescribed medication except medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, in accordance with school district procedures."]

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substances and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 U.S.C. §§ 8103; 34 C.F.R. Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

- E. Members of the public are not permitted to possess controlled substances, non intoxicating cannabinoids, or edible cannabinoid products, in a school location except with the express permission of the superintendent.

- F. No person is permitted to possess or use medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products.

- G. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VII. ENFORCEMENT

- A. Students
1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.
~~A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.~~
 2. The student may be referred to a drug or alcohol assistance or rehabilitation program; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counseling service, which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
~~and/or to law enforcement officials when appropriate.~~

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3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:

[Minn. Stat. § 120B.215 \(Education on Cannabis Use and Substance Use\)](#)

[Minn. Stat. § 121A.22 \(Administration of Drugs and Medicine\)](#)

[Minn. Stat. § 121A.40-§ 121A.56 \(Pupil Fair Dismissal Act\)](#)

[Minn. Stat. § 151.72 \(Sale of Certain Cannabinoid Products\)](#)

[Minn. Stat. § 152.01, Subd. 15a \(Definitions\)](#)

[Minn. Stat. § 152.0264 \(Cannabis Sale Crimes\)](#)

[Minn. Stat. § 152.22, Subd. 6 \(Definitions; Medical Cannabis\)](#)

[Minn. Stat. § 152.23 \(Limitations; Medical Cannabis\)](#)

[Minn. Stat. § 169A.31 \(Alcohol-Related School Bus or Head Start Bus Driving\)](#)

[Minn. Stat. § 340A.101 \(Definitions; Alcoholic Beverage\)](#)

[Minn. Stat. § 340A.403 \(3.2 Percent Malt Liquor Licenses\)](#)

[Minn. Stat. § 340A.404 \(Intoxicating Liquor; On-Sale Licenses\)](#)

[Minn. Stat. § 342.09 \(Personal Adult Use of Cannabis\)](#)

[Minn. Stat. § 342.56 \(Limitations\)](#)

[Minn. Stat. § 609.684 \(Abuse of Toxic Substances\)](#)

[Minn. Stat. § 624.701 \(Alcohol in Certain Buildings or Grounds\)](#)

[20 U.S.C. § 7101-7122 \(Student Support and Academic Enrichment Grants\)](#)

[21 U.S.C. § 812 \(Schedules of Controlled Substances\)](#)

[41 U.S.C. §§ 8101-8106 \(Drug-Free Workplace Act\)](#)

[21 C.F.R. §§ 1308.11-1308.15 \(Controlled Substances\)](#)

[34 C.F.R. Part 84 \(Government-Wide Requirements for Drug-Free Workplace\)](#)

[Minn. Stat. § 152.22 \(Medical Cannabis; Definitions\)](#)

[Minn. Stat. § 152.23 \(Medical Cannabis; Limitations\)](#)

[Minn. Stat. § 340A.403 \(3.2 Percent Malt Liquor Licenses\)](#)

[Minn. Stat. § 340A.404 \(Intoxicating Liquor; On-Sale Licenses\)](#)

[Minn. Stat. § 609.684 \(Sale of Toxic Substances to Children; Abuse of Toxic Substances\)](#)

[Minn. Stat. § 624.701 \(Alcohol in Certain Buildings or Grounds\)](#)

[20 U.S.C. § 7101-7165 \(Safe and Drug-Free Schools and Communities Act\)](#)

[21 U.S.C. § 812 \(Schedules of Controlled Substances\)](#)

[41 U.S.C. §§ 8101-8106 \(Drug-Free Workplace Act\)](#)

[21 C.F.R. §§ 1308.11-1308.15 \(Controlled Substances\)](#)

[34 C.F.R. Part 85 \(Government-wide Requirements for Drug-Free Workplace\)](#)

Cross-References:

MSBA/MASA Model Policy 403 Discipline, Suspension and Dismissal of School District Employees)

MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)

[MSBA/MASA Model Policy 419 \(Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction\)](#)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 516 (Student Medication)

/Date Adopted: 06/15/87	File Number: Detroit Lakes Policy - 419
Date Revised: 06/08/98, 04/13/09, 5/10/10, 07/10/13; 8/13/18; 12/20/21, 09/26/22	

419 - TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minnesota Statute section 144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate. Additionally, Minnesota Statute section 120B.238 requires that vaping prevention instruction be provided as set forth in this policy.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

[Note: The following language is not required by law but is recommended by MSBA for inclusion in this policy.]

- D. ***The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.***

III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco-related products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. [An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices.](#) An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

- B. The school district may use instructional materials based upon the Minnesota Department of Health’s school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district’s locally developed health standards.

[Note: In addition, school districts may choose to require (a) evidence-based vaping prevention instruction to students in grades 9 through 12; and/or (b) a peer-to-peer education program to provide vaping prevention instruction.]

VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

Date Adopted: May 13, 2002	File Number: Detroit Lakes Policy - 424
Date Revised: 02/09/04; 12/20/21	

424 LICENSE STATUS

[Note: The provisions of this policy substantially reflect legal requirements.]

I. PURPOSE

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school board that employs a teacher who does not hold a valid teaching license or permit places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

II. GENERAL STATEMENT OF POLICY

- A. A qualified teacher is one holding a valid license to perform the particular service for which the teacher is employed by the school district.
- B. No person shall be a qualified teacher until the school district verifies, through the Minnesota education licensing system available on the Minnesota Professional Educator Licensing and Standards Board website, that the person is a qualified teacher consistent with state law.
- C. The school district has a duty to ascertain the licensure status of its teachers and ensure that the school district's teacher license files are up to date. The school district shall establish a procedure for annually reviewing its teacher license files to verify that every teacher's license is current and appropriate to the particular service for which the teacher is employed by the school district.
- D. The school district must annually report to the Professional Educator Licensing and Standards Board: (1) all new teacher hires and terminations, including layoffs, by race and ethnicity; and (2) the reasons for all teacher resignations and requested leaves of absence. The report must not include data that would personally identify individuals.

III. PROCEDURE

- A. The superintendent or the superintendent's designee shall establish a schedule for the annual review of teacher licenses.
- B. Where it is discovered that a teacher's license will expire within one year from the date of the annual review, the superintendent or the superintendent's designee will advise the teacher in writing of the approaching expiration and that the teacher must complete the renewal process and file the license with the superintendent prior to the expiration of the current license. However, failure to provide this notice does not relieve a teacher from his/her duty and responsibility of ensuring that his/her teaching license is valid, current and appropriate to his/her teaching assignment.
- C. If it is discovered that a teacher's license has expired, the superintendent will immediately investigate the circumstances surrounding the lack of license and will take appropriate action. The teacher shall be advised that the teacher's failure to have the license reinstated will constitute gross insubordination,

inefficiency and willful neglect of duty which are grounds for immediate discharge from employment.

- D. The duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by this policy shall remain with the teacher, notwithstanding the superintendent's failure to discover a lapsed license or license that does not support the teaching assignment. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

Legal References: Minn. Stat. §122A.16 (Qualified Teacher Defined)
Minn. Stat. §122A.22 (District Verification of Teacher Licenses)
Minn. Stat. §122A.40, ~~Subd. 13~~ (Employment: Contracts; Termination – Immediate Discharge)
Minn. Stat. §127A.42 (Reduction of Aid for Violation of Law)
Vettleson v. Special Sch. Dist. No. 1, 361 N.W.2d 425 (Minn. App. 1985)
Lucio v. School Bd. of Independent Sch. Dist. No. 625, 574 N.W.2d 737 (Minn. App. 1998)
In the Matter of the Proposed Discharge of John R. Statz (Christine D. VerPloeg), June 8, 1992, *affirmed*, 1993 WL 129639 (Minn. App. 1993)

Date Adopted: 09/25/23	File Number: Detroit Lakes Policy - 425
Date Revised:	

425 - STAFF DEVELOPMENT AND MENTORING

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

A. The school board will establish an Advisory Staff Development Committee to develop a Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents, and administrators.
2. Members of the Advisory Staff Development Committee shall be appointed by the school board. Committee members shall serve a two-year term^{1*} based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Advisory Staff Development Committee as soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.

B. The school board will establish the Site Professional Development Teams.

1. Members of the Site Professional Development Teams will be appointed by the school board. Team members shall serve a two-year term^{*} based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.
2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

A. The Advisory Staff Development Committee will develop a Staff Development Plan that will be reviewed and subject to approval by the school board twice a year.^{2*}

^{1*} This time period may be changed to accommodate individual school district needs.

- B. The Staff Development Plan must contain the following elements:
1. Staff development outcomes that are consistent with the education outcomes as may be determined periodically by the school board;
- [Note: The board-determined education outcomes for your district could be inserted here.]***
2. The means to achieve the Staff Development outcomes;
 3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes, section 122A.187;
 4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
 - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
 - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
 - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.
 5. The Staff Development Plan also must:
 - a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
 - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
 - c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minnesota Statutes, section 120B.125;
 - d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and

- opportunities and raise student achievement; and
- e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
 - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes, section 122A.40, Subdivisions. 7 and 7a, or Minnesota Statutes section 122A.41, subdivisions. 4 and 4a, such additional days of staff development should include peer mentoring, peer gathering, continuing education, professional development, or other training which enable teachers to achieve the staff development outcomes enumerated above in Section III.B.4.]

- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.

- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board twice annually^{3*} the extent to which staff at the site have met the outcomes of the Staff Development Plan.
- E. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.
- F. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Minnesota Department of Education (MDE) relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

- A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for consistency with the Staff Development Plan twice annually.*
- B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.
- C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. . To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

^{3*} This time period may be changed to accommodate individual school district needs.

- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes, section 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly^{4*} basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan twice annually.*
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.
- D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds. or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:
 - 1. additional stipends as incentives to mentors of color or who are American Indian;
 - 2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
 - 3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
 - 4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of

^{4*} This time period may be changed to accommodate individual school district needs.

absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

VII. PARAPROFESSIONALS, TITLE I AIDES, AND OTHER INSTRUCTIONAL SUPPORT STAFF

- A. The school district must provide a minimum of eight hours of paid orientation or professional development annually to all paraprofessionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire.
- B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.
- C. For paraprofessionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for paraprofessionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.
- D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.

VIII. REPORTING

- A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's world's best workforce report.
 - 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 - 2. The report will provide a breakdown of expenditures for:
 - a. Curriculum development and curriculum training programs;
 - b. Staff development training models, workshops, and conferences; and
 - c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

 - 3. The report will be signed by the superintendent and staff development chair.
- B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and

retention.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 121A.642 (Paraprofessional Training)
Minn. Stat. § 122A.187 (Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7, 7a and 8 (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, Subds. 4, 4a and 5 (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.70 (Teacher Mentorship and Retention of Effective Teachers)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 123B.147, subd. 3 (Principals)
Minn. Stat. § 124D.861 (Achievement and Integration for Minnesota)
Minn. Stat. § 124D.862 (Achievement and Integration Revenue)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References: None.

Date Adopted: 01/12/98	File Number: Detroit Lakes Policy - 504
Date Revised: 09/11/06, 08/10/09, 01/11/10, 05/20/19, 4/25/22	

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of this school district to encourage students to be dressed appropriately for school activities. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
 - 1. Clothing appropriate for the weather.
 - 2. Clothing that does not create a health or safety hazard.
 - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
 - 4. Hair, including but not limited to hair texture and hair styles such as braids, locks, and twists.
- C. Inappropriate clothing includes, but is not limited to, the following:
 - 1. Short shorts, skimpy tank tops, tops that expose the midriff, or Clothing bearing a message that is lewd, vulgar, or obscene.
 - 2. Apparel promoting products or activities that are illegal for use by minors.
 - 3. Objectionable emblems, badges, symbols, signs, words, objects, or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
 - 4. Any apparel or footwear that would damage school property.
- D. Headgear, including hats or head coverings, are not allowed in the building except with the approval of the building principal
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane or do not advocate violence or harassment against others.
- F. "Gang" as defined in this policy means any ongoing organization, association or group

of three or more persons, whether formal or informal, having as one of its primary activities, the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

- A. When, in the judgment of the administration, a student's appearance, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians. The school district must not prohibit an American Indian student from wearing American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References: U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415(W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

Date Adopted: 01/12/98	File Number: Detroit Lakes Policy - 507
Date Revised: 05/13/02; 4/25/22	

507 - CORPORAL PUNISHMENT AND PRONE RESTRAINT

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon a of students.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student. ~~cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.~~

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:

a. hitting or spanking a person with or without an object; or

b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone restraint.

3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

VIII. EXCEPTIONS

~~A teacher or school principal may use reasonable force under the conditions set forth in Policy 506 (Student Discipline) when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another. Other school district employees, school bus drivers, or other agents of a school district may use reasonable force when necessary under the circumstances to restrain a student or prevent bodily harm or death to another.~~

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References: Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Actions against districts and teachers)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized use of force)

Cross References: MSBA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA Model Policy 506 (Student Discipline)

Date Adopted: 01/12/98	File Number: Detroit Lakes Policy - 509
Date Revised: 02/09/04, 2/12/18, 2/11/19, 4/25/22	

509 - ENROLLMENT OF NONRESIDENT STUDENTS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The school district desires to participate in the Enrollment Options Program (Open Enrollment) established by Minn. Stat. §124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

A. Open Enrollment Eligibility. ~~Applications will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that: for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:~~

1. space is available for the applicant under enrollment cap standards established by school board policy or another directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lessor of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minn. Stat. § 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the pupils.

IV. BASIS FOR DECISIONS

AB. Standards that may be used for rejection of application.

In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minn. Stat. § 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, ~~with the exception of except that such term does not include~~ a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

C. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F of this policy.

D. Application.

~~The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website (education.mn.gov). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."~~General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) or School Readiness Plus (SRP) Application if applicable) developed by MDE and available on its website.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12

The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

E. Lotteries.

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;
2. the municipality is located partially or fully within the boundaries of at least five school districts;
3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

F. Exclusion.

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment.

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minn. Stat. § 124D.03 or 124D.08 at the end of a school year if the student meets the

definition of a habitual truant, the student has been provided appropriate services for truancy under Minn. Ch. 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.

2. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

- H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal Reference: Minn. Stat. § 120A.22, Subd. 3(e) (Residency Determined)
Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)
Minn. Stat. § 121A.40-121A.56 (~~The~~ Pupil Fair Dismissal Act)
Minn. Stat. §124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District)
Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
Minn. Stat. § Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
Minn. Op. Atty. Gen. 169-f (August 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005
WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definitions of weapon)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)
MSBA Service Manual, Chapter 5, Various Educational Programs

Date Adopted: 09/12/88	File Number: Detroit Lakes Policy - MSBA-513
Date Revised: 2/9/04, 06/27/22	

513 - STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention, and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve at an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling, and other appropriate services shall be coordinated and utilized to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year.

B. Retention

Retention of a student may be considered when professional staff and parents feel that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered, as well as scholastic achievement. The superintendent's decision shall be final.

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for program assignment shall be developed in coordination with such programs. Opportunities for special programs and placement outside of the school district shall also be developed as additional options. All programs will be aligned with creating the World's Best Workforce.

1-2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

2-3. The school district must will adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:

3.

- a. Multiple objective criteria; and
- b. Assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should

be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

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4. The school district ~~must~~ will adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:
 - a. Assess a student's readiness and motivation for acceleration; and
 - b. Match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district ~~must~~ will adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11 subdivision 2, clause (2). ~~which describe the comprehensive evaluation in cognitive, social, and emotional development domains to help determine a child's ability to meet kindergarten grade expectations and progress to first grade in the subsequent year for early admission to kindergarten or first grade of gifted and talented learners. The comprehensive evaluation must use valid and reliable instrumentation, be aligned with state kindergarten expectations, and include a parental report and teacher observations of the child's knowledge, skills, and abilities.~~ The procedures must be sensitive to under-represented groups.

Legal References:

Minn. Stat. § 120B.15 (Gifted and Talented Programs)
Minn. Stat. § 123B.143, Subd. 1 (Superintendents)

Cross References:

MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)
MSBA/MASA Model Policy 620 (Credit for Learning)

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Date Revised: 5/10/2004, 2/09/2009, 12/14/2009, 6/11/2012; 12/21/2020, 10/24/22	

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user’s private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute:
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

[Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school

districts may wish to add one or more of the following clarifying paragraphs.]

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” and “Reddit,” and similar websites or applications.
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy (MSBA/MASA Model Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
 - C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts which seek technology revenue pursuant to Minn. Stat. § 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials, Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 2

Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state technology revenue may adopt or retain the following language. However, the school district is not required to do so.

- A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.
- B. All school district computers with Internet access, not just those accessible and available

to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.

- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

[Note: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user and the parent

or guardian. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student or employee through the Internet is the sole responsibility of the student and/or the student's parents or employee.
 - 6. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

XII. PARENTS' AND/OR GUARDIANS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and materials to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user and the parent or guardian prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
 1. Contracts with the school district, as part of a one-to-one program or otherwise, to provide a school - issued device for student use; and
 2. Creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communications, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
 1. Identify each curriculum, testing, or assessment technology provider with access to educational data;
 2. Identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. Include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
1. The technology provider's employees or contractors have access to educational data only if authorized; and
 2. The technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

- A. "School-issued devices" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or technology provider must not electronically access or monitor;
1. Any location-tracking feature of a school-issued device
 2. Any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 3. Student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
1. The activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 2. The activity is permitted under a judicial warrant;
 3. The school district is notified or becomes aware that the device is missing or stolen;
 4. The activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. The activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
6. The activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. CELL PHONE USE

A. Students are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct.

B. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.

C. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

[Note: This language aligns with the provisions found in the MSBA Model Student Handbook. As an alternative to stating specific cell phone rules in a school district policy, a school board could choose to direct school administration to establish cell phone rules. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings.]

D.

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen,

such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct periodic reviews of this policy.

Legal References: 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d 565 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011))
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)



TECHNOLOGY USE AGREEMENT - EMPLOYEE

I have read and understand school district policy #524 - ACCESS TO AND USE OF THE DISTRICT TECHNOLOGY SYSTEM (NETWORKED INFORMATION RESOURCES) relating to acceptable use and safety of the school district's technology systems including: the computer system, internet, email, voicemail and telephone system and agree to abide by the policy. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken (up to and including suspension or termination of employment), and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

*****SIGN AND RETURN THIS FORM TO YOUR BUILDING SECRETARY*****



Student/Parent Alternative To Internet Use Request Form

Parent/guardian understands their student is offered school district resources/accounts to access the Internet and it is the parent's/guardian's responsibility to notify the school district if, at the parent's option, they would like to request alternative activities not requiring Internet access.

I, _____ (parent or guardian name) hereby request alternative educational activities not requiring Internet access and the material to exercise this option for my student _____ (name of student).

I understand this notification form must be completed each school year.

Parent/Guardian Signature

Date

Forward this completed form to the student's supervising teacher

Date Adopted:	File Number:
Date Revised: 7/10/2017, 12/19,2022	Detroit Lakes Policy - 534

534 –SCHOOL MEALS POLICY

[Note: In 2021, the Minnesota Legislature amended Minnesota Statutes; section 124D.11, ro require that now states that Minnesota school districts that participate in the national school lunch program must adopt a school meals policy. In 2023, the Minnesota legislature amended the statute to create the free school meals program.]

[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]

[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid a la carte items or second meal charges.]

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. [OPTION 1: All a la carte items or second meal purchases are to be prepaid before meal service begins. [Insert description for how families may add money to students’ accounts (e.g., electronic payment options, pay at the school office, etc.).] A student who does not have sufficient funds will not be allowed to charge a la carte items or a second meal until additional money is deposited in the student’s account.]

_____ [OPTION 2: Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$[insert amount] or [insert number of meals] to this account]. When an account reaches this limit, a student shall not be allowed to charge second meals or a la carte items until the negative account balance is paid. [Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.).]

[OPTION 3: Insert a school district-specific process for payment of a la carte items or second meals.]

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

C. Each school that participates in the free school meals program must:

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

(2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

~~A: Breakfast and lunches are to be paid for in advance. It is the parent's or guardian's responsibility to keep funds in the family account. Payment can be made by check, cash, or by credit card through a designated company set up by the District.~~

~~Staff members must keep a positive balance in their food service account at all times~~

~~B. If the school district receives school lunch aid under Minnesota Statutes §section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.~~

~~C. A student with an outstanding meal charge debt will be allowed to purchase a meal.~~

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

DE. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

EF. When a student has a negative account balance, the student will not be allowed to charge any extras including snack item, Ala Carte, extra juice, extra milks.

FG. Members of the same family, employee(s) and student(s), will share a common family food service account.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

B. Families will be notified of an outstanding negative balance. Families will be notified by *(e.g., verbal, telephone, email, letters sent home)*].

C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not

limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing non-reimbursable meals or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to _____ resolve the matter of unpaid charges. Where appropriate, families may be _____ encouraged to apply for free or ~~and~~ reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of \$50.00 or more for the prior year will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes Sections 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to unpaid student meal balance.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
 - 1. all households at or before the start of each school year;
 - 2. students and families who transfer into the school district, at the time of enrollment; and
 - 3. all school district personnel who are responsible for enforcing this policy.

- B. The school district will post this policy on the school district’s website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meal policy. The school district will ensure that and third-party provider with whom the school district enter into either an original or modified contract after July 1, 2021, adheres to the school district’s school meal policy.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- 1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
- 2. **fax:**
(833) 256-1665 or (202) 690-7442; or
- 3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

Legal References: *Minn.Stat.* § 123B.37 (Prohibited Fees)

Minn. Stat. § 124D.111, (School Meals Policies; Lunch Aid; Food Service Accounting)

42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)

7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)

7 C.F.R. § 220.8 (School Breakfast Program Regulations)

USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)

USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)

USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None

Date Adopted: 5/17/2021	File Number: Detroit Lakes Policy - 535
Date Revised:	

535 – SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

The District supports the use of therapy dogs by staff or students with a disability, or for the social and emotional benefit of the school climate and culture. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

III. DEFINITIONS

A. Service Animal

A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service

animal.

C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship are not “work or tasks” for the purposes of this policy.

D. Trainer

A “trainer” is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. **ACCESS TO PROGRAMS AND ACTIVITIES; ~~PERMITTED~~PERMITTED INQUIRIES**

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person’s disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and
2. What work or tasks is the service animal trained to perform.

C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

D. An individual with a disability will be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

E. A “therapy dog” is a dog professionally trained by an accredited or certified authority for the social and emotional benefit of students. Therapy dogs are not considered trained service dogs as described by the ADA.

1. A therapy dog is a dog that has been individually trained and certified/registered to work with its Handler to provide emotional support, well-being, comfort, or companionship to school district students. Therapy dogs are not “service animals” as that term is used in the American with Disabilities Act. Therapy dogs are individually trained and certified/registered to provide appropriate interactions with students and others at school. The dog must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy dogs are owned by the school and reside with a staff member who has been trained, evaluated, and registered with his/her therapy dog to provide animal assisted activities, therapy, and interactions within the school. For purposes of this policy, the term “therapy dog” does not apply to an animal belonging to or servicing an individual student or staff member.

2. Handlers are school personnel who are responsible for caring for and supervising the therapy dog, which includes toileting, feeding, grooming, housing and veterinary care.

3. The District is responsible for initiating the contract and the financial responsibility for training of the dog. The District is the owner of the therapy dog. If the Handler were to leave their position, the dog would remain with the District.

4. Therapy dogs in the school setting shall be recommended by the school administration to the Superintendent, and approved by the School Board. Prior to recommendation and approval, owners shall provide:

- a. Certifications of proper inoculations verified by a veterinarian
 - b. Visible cleanliness of dog with no sign of fleas/ticks
 - c. A visually healthy, alert and not grossly over or underweight dog
 - d. Proof of Physical and Healthy stool sample analysis
 - e. Proof of heartworm test
- 5. These requirements must be met on an annual basis, prior to the start of any school year.
 - 6. The principal shall notify parents and staff on an annual basis regarding the presence of therapy dogs in the school.
 - 7. Approval of the use of a Therapy dog on District property is subject to periodic review, revision or revocation by Administration.
 - 8. Therapy dogs, on District property must wear proper identification and always be on a leash or other form of restraint mechanism while in transport. It is the responsibility of the staff member to be a certified handler, providing the proper handling of the therapy dog.

V. **REQUIREMENTS FOR ALL SERVICE ANIMALS**

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice controls, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and

supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individuals authorized representative is responsible for arranging for a service animal's care and supervision.

- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met;
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or

school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

- A. The owner of the service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross Reference: MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

DATE: September 6, 2023

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Becker County Health Early Childhood Screening Service Agreement**

We are updating our agreement with Becker County Community Health to account for increased costs related to the completion of Early Childhood Screenings for children between the ages of 3-5 years. The new agreement will increase the cost of a check-up from \$60.00 to \$70.00 for the 2023-24 school year. The rate for a check-up has not increased since the 2015-16 school year. These costs are budgeted annually and are funded through aid provided by the State of Minnesota.

Administration recommends approval.



Becker County Community Health Services

712 Minnesota Avenue – Box 1637
Detroit Lakes, MN 56502-1637

Phone: 218-847-5628 Fax: 218-847-6738



Healthy People. Healthy Communities

CONTRACT FOR SERVICE

Detroit Lakes School

And

Becker County Community Health

Engagement,

The Detroit Lakes School enters into agreement with Becker County Community Health

Whereas,

Becker County Community Health does the Child & Teen Check-Ups:

Specific Ages: 3 years through 5 years

Rate: \$70.00 per child that is not active on Medical Assistance.

Required paper work will be given to Detroit Lakes School as check- ups are completed.

Whereas,

Detroit Lakes School will send letters to the parents informing them their child/children’s Child & Teen Check-Up is do and the parent should contact Becker County Community Health to get it scheduled.

Term of Agreement,

The term of this agreement will remain in full force and effect. Parties to this agreement can request to withdraw with a written 60-day notice.

Signed:

_____ Chairman, Becker County Community Health

_____ Date

Signed:

_____ Chairman, Detroit Lakes School District

_____ Date

“AN EQUAL OPPORTUNITY EMPLOYER”



School Board Meeting Agenda Memorandum

DATE: September 11, 2023

TO: Board of Education
FROM: Kylie Johnson - HR Director
SUBJECT: Section 125 Cafeteria Plan- Plan Document

Through partnership with National Insurance Services (NIS) the District has received a revised Section 125 Cafeteria Plan from Medsurety to include pretax deduction of dental premiums. This revised Section 125 Cafeteria Plan will supersede existing plan documents.

These documents make up the District's Cafeteria Plan and are part of the IRS CODE that allows Detroit Lakes Public Schools (the employer) to allow employees to convert a taxable cash benefit (salary) into non-taxable benefits. Under a SECTION 125 program employees may choose to pay for qualified benefit premiums before any taxes are deducted from their employee paychecks.

Full Section 125 Cafeteria Documents - Basic Plan Document:

- The purpose of the Plan is to provide Participants with a choice between cash and certain "qualified benefits" as defined in Section 125 of the Code. The Plan is intended to qualify as a "cafeteria plan" under Section 125 of the Code so that the payments made by a Participant for the Optional Benefits he/she elects to receive under the Plan are eligible for exclusion from the Participant's gross income to the fullest extent possible under the Code.

Full Section 125 Cafeteria Documents – Summary Description Document:

- This summary describes the basic features of the Premium Only Plan for the employees, how it operates, and how employees can get the maximum advantage from it.

District Administration recommends approval of Section 125 Cafeteria Plan- Basic Plan Document & Summary Description.

cc: Kathy Owens, Matie Hanson

Date Adopted: 04/13/2009	File Number: Detroit Lakes Policy - 514
Date Revised: 12/13/2010, 07/14/2014, 8/11/2014; 12/21/2020, 09/26/22, <u>10/23/23</u>	

514 BULLYING PROHIBITION POLICY

[Note: School districts are required by statute to have a policy addressing bullying.]

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and/or a teachers' ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

A. ~~An act of bullying, by either an individual student or a group of students, is expressly prohibited; on school premises, on school district property, at school functions or activities, or on school transportation.~~

1. _____ on the school premises, at the school functions or activities, on the school transportation;

2. _____ by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or

3. _____ by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.

B. _____ A school-aged child who voluntarily participates in a public school activity, such as a co-curricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.

C. _____ This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with

or without the use of school district resources. This policy also applies to sexual exploitation.

D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religions, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and Sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

EB. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

EC. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

ED. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

EE. False accusations or reports of bullying against another student are prohibited.

EF. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses, restore to practice, or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

JG. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying ~~as defined in this policy~~ malicious and sadistic conduct.

B. "Cyberbullying means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. "Intimidating, threatening, abusive or harming conduct" means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

3. E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

F. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

G. "Prohibited conduct" means bullying, ~~or cyberbullying, as defined in this policy, malicious and sadistic conduct, sexual exploitation,~~ or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about ~~bullying prohibited conduct.~~

H. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.

I. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

A. Any student who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.

C. The building principal, the principal's designee, or the building supervisor (hereinafter "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's

obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

A. Within three school days receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of bullying or other prohibited conduct, consistent with applicable law.

C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of the investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, restore to practice, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II. F of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engage in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II. F. of this policy.

VII. TRAINING AND EDUCATION

A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to the school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minnesota Statutes section 122.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and immediately and effectively intervene to stop prohibited conduct;
2. The complex dynamics affecting a perpetrator, target, and witness to prohibited conduct;
3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
4. The incidence and nature of cyberbullying; and
5. Internet safety and cyberbullying.

C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;

5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. This policy ~~or a summary thereof~~ must be conspicuously posted throughout each school building, in the administrative offices of the school district, and in the office of each school.

C. This policy must be ~~distributed~~given to each school district or school employee and independent contractor at the time of hiring or contracting. ~~who regularly interacts with students at the time of initial employment with the school district.~~

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

F. Each school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.

~~FG-~~ The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes, sections 121A.031 and 121A.0312 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions of)
~~_____~~ Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)

Minn. Stat. § 121A.031 (School Student Bullying Policy)

[Minn. Stat. § 121A.0312 \(Malicious and Sadistic Conduct\)](#)

Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)

Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 121A.69 (Hazing Policy)

Minn. Stat. Ch. 124E (Charter Schools)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)

34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

MSBA/MASA Model Policy 423 (Employee-Student Relationships)

MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 507 (Corporal Punishment)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Date Adopted: 03/08/04	File Number: Detroit Lakes Policy - 532
Date Revised: 01/10/05, 09/14/2009, 09/26/22, <u>10/23/23</u>	

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

~~[Note: Minnesota Laws 2009, Chapter 96, made a number of changes to the laws and rules governing the use of “conditional procedures” with respect to special education students. Specifically, Chapter 96 repealed, EFFECTIVE AUGUST 1, 2011, Minnesota Rules 3525.0210, Statutes Sections 121A.66, 121A.67, Subd. 1, as well as Minnesota Rules 3525.0210, Subparts 5, 6, 9, 13, 17, 29, 30, 46, 47, and 3525.2900, Subp. 5. These laws and rules were replaced, effective August 1, 2011, with a restrictive procedures law which generally addresses law contains a significant staff training component, found at Minnesota Statutes section 125A.0942, Subds. 1,2, and 5. Staff who intend to use restrictive procedures must be trained in the areas specified in Subd. 5 to use these procedures.]~~

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, ~~a~~All students, including those with IEPs, are subject to the terms of the school district’s discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student’s behavior will be taken by staff when a student’s behavior violates the school district’s discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- B. “Peace officer” means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- C. “Police liaison officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. “Crisis team” means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase “remove the student from school grounds” is the act of securing ~~the person of~~ a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “Emergency” means a situation in which immediate intervention is ~~needed~~necessary to protect a ~~child~~student or other individual from physical injury, ~~emotional abuse due to verbal and nonverbal gestures, or to prevent severe property damage.~~
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student’s behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student with an IEP from school grounds, building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

2. In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

~~A4. Corporal Punishment prohibited by Minnesota Statutes, section 121A.58 Requiring the student to assume and maintain a specified physical position, activity, or posture that induces physical pain as an aversive procedure;~~

~~B2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain~~~~Presenting intense sounds, lights, or other sensory stimuli as an aversive stimulus;~~

~~C3. Totally or partially restricting a child's senses as punishment~~~~Using noxious smell, taste, substance, or spray as an aversive stimulus;~~

~~D4. Denying or restricting the student's access to equipment and devices such as walkers, wheelchairs, hearing aids and communication boards that facilitate the student's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible~~~~when the student is perceived to be destroying or damaging equipment or devices;~~

~~E5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes, Chapter 260E~~~~Using faradic skin shock;~~

~~F6. Physical holding (as defined in Minnesota Statutes, section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso~~~~Restricting, totally or partially, the student's auditory or visual sense, except that study carrels may be used as an academic intervention;~~

~~G7. Withholding regularly scheduled meals or water; and/or~~

~~H8. Denying a child~~~~the student~~ access to toilet facilities.

~~3. Any reasonable force used under Minnesota Statutes, section 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.~~

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIP.

F. Effect of Policy in an Emergency; Use of Conditional Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIP, or behavior intervention plan authorizes the use of one or more ~~restrictiveconditional~~ procedures, the crisis team may employ those ~~restrictiveconditional~~ procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes, section 125A.0942, subdivision 5, and otherwise comply with the requirements of section 125A.0942. ~~If the crisis team initiates use of conditional procedures in an emergency, the student's IEP team shall meet as soon as possible, but no later than five (5) school days after emergency procedures have commenced.~~

Legal References: Minn. Stat. § 13.01, *et seq.* (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(9) (Individuals with Disabilities Education Act (IDEA))
34 C.F.R. § 300.529 (Referral to and Action by Law Enforcement and Judicial Authorities)
Minn. Rule 3525.0200, Subp. 2c (Definition of "Emergency")
Minn. Rule 3525.2900, Subp. 5 (The IEP and Regulated Interventions)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Date Adopted:	File Number:
Date Revised: 12/11/2017,01/23/23, <u>10/23/23</u>	Detroit Lakes Policy - 601

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

[Note: Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Graduation Standards and the federal law and are aligned with creating the world’s best workforce.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to establish the “world’s best workforce” in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

A. “Academic standard” means a summary description of student learning in a required content area or elective content area.

~~A.B.~~ “Antiracist” means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.

C. “Benchmark” means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

~~B-D.~~ “Culturally sustaining” means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.

E. “Curriculum” means district or school adopted programs and written plans for providing students learning experiences that lead to expected knowledge and skills.

C.F. “Ethnic Studies” as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.

G. “Experimental learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

H. “Institutional racism” means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.

I. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.

~~D.~~

E.J. “Performance measures” are measures to determine school district and school site progress in striving to create the world’s best workforce and must include at least the following:

1. the size of the academic achievement gap; ~~and~~ rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
2. student performance on the Minnesota Comprehensive Assessments;
3. high school graduation rates; and
4. career and college readiness under Minnesota Statutes section 120B.30, Subdivision 1.

K. “World’s best workforce” means striving to: meet school readiness goals; ~~have all third-grade students achieve grade-level literacy~~; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

[Note: Definitions B, D, F, and H are added to Minnesota Statutes 120B.11—the World’s Best Workforce law—effective August 1, 2023. The definitions apply to revisions to the World’s Best Workforce law regarding strategic plans; these revisions are effective “for all strategic plans reviewed and updated after June 30, 2024.

Because school districts may choose to implement the new definitions and the strategic plan revisions before June 30, 2024, MSBA includes the new definitions and revisions in Articles III and IV. A school district could choose to wait to adopt the new definitions and revisions with the understanding that they will be effective for all strategic plans reviewed and updated after June 30, 2024.]

F.

~~G.L. “Experimental learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.~~

IV. LONG-TERM STRATEGIC PLAN

A. The school board, at a public meeting, ~~must~~shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:

1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all ~~nine~~ student categories identified ~~in~~under Minnesota Statutes, section 120B.35, subdivision 3, paragraph (b)(2)~~the federal 2001 No Child Left Behind Act and two student gender categories of male and female;~~

[Note: MSBA/MASA Model Policy 601, Section IV.B. and MSBA/MASA Model Policy 616 address this requirement.]

2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 ~~for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups~~, and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness and leading to the world’s best workforce;

[Note: MSBA/MASA Model Policy 618 addresses this requirement.]

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, Subdivision 3, students’ access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision. 8, or 122A.41, subdivision 5~~Minnesota Statutes section 120B.35, Subd. 3(b)(2), and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, 122A.41, Subd. 5;~~

[Note: MSBA/MASA Model Policy 616 address this requirement.]

4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income, children in families of People of Color, and children in American Indian families and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;

6. education effectiveness practices that

a. integrate high-quality instruction, rigorous curriculum, technology, and a curriculum that is rigorous, accurate, antiracist, and culturally sustaining;

b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;

c. provide a collaborative professional culture that develops and supports seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and

7. an annual budget for continuing to implement the school district plan; and:

8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.

B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.

~~B. School district site and school site goals shall include the following:~~

~~1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.* These skills include the following:~~

~~*[Note: The criteria for acceptable performance in basic skills areas may need to be modified for students with unique learning needs. These modifications will be reflected in the Individualized Education Program (IEP) or Rehabilitation Act Section 504 Accommodation plan.]*~~

- a. ~~reading, writing, speaking, listening, and viewing in the English language;~~
 - b. ~~mathematical and scientific concepts;~~
 - c. ~~locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);~~
 - d. ~~creative and critical thinking, decision making, and study skills;~~
 - e. ~~work readiness skills;~~
 - f. ~~global and cultural understanding.~~
2. ~~Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:~~
- a. ~~live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;~~
 - b. ~~bring many perspectives, including historical, to contemporary issues;~~
 - c. ~~develop an appreciation and respect for democratic institutions;~~
 - d. ~~communicate and relate effectively in languages and with cultures other than the student's own;~~
 - e. ~~practice stewardship of the land, natural resources, and environment;~~
 - f. ~~use a variety of tools and technology to gather and use information, enhance through visual and verbal images, music, literature, world languages, movement, and the performing arts.~~
3. ~~Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.;~~
4. ~~School practices and instruction will be directed toward developing within each student a positive self image and a sense of personal responsibility for:~~
- a. ~~establishing and achieving personal and career goals;~~
 - b. ~~adapting to change;~~
 - c. ~~leading a healthy and fulfilling life, both physically and mentally;~~
 - d. ~~living a life that will contribute to the well being of society;~~
 - e. ~~becoming a self directed learner;~~

- f. ~~exercising ethical behavior.~~
- 5. ~~Students will be given the opportunity to acquire human relations skills necessary to:~~
 - a. ~~appreciate, understand, and accept human diversity and interdependence;~~
 - b. ~~address human problems through team effort;~~
 - c. ~~resolve conflicts with and among others;~~
 - d. ~~function constructively within a family unit;~~
 - e. ~~promote a multicultural, gender fair, disability sensitive society.~~

~~*[Note: School district and site goals example courtesy of the Winona School District.]*~~

C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy XXX (Reading and the Read Act)

~~C. Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.~~

~~1. The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~

~~2. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~

~~a. _____~~

~~b. _____~~

~~c. _____~~

~~3. Reading assessments in English and in the predominant languages of districts, where~~

~~practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.~~

~~4. — The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph (1), the report must include:~~

~~(a) — A summary of the district's efforts to screen for dyslexia;~~

~~(b) — The number of students screened for that reporting year; and~~

~~(c) — The number of students demonstrating characteristics of dyslexia for that year.~~

~~5. — A student identified as having a reading difficulty must be provided alternate instruction under Minnesota Statutes section 125A.56, subdivision 1.~~

~~6. — At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:~~

~~a. — the student's reading proficiency as measured by a locally adopted assessment~~

~~b. — reading related services currently being provided to the student and the student's progress; and~~

~~c. — strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.~~

~~————— This provision may not be used to deny a student's right to a special —————
————— education evaluation. —————~~

~~7. — For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.~~

~~8. — The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as a measure by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program. —~~

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)
Minn. Stat. § 120B.12 (~~Read Act Goal and Interventions~~~~Reading Proficiently no Later than the End of Grade 3~~)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. §. 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)
20 U.S.C. § 5801, *et seq.* (National Education Goals)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEP’s, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

Date Adopted: 03/09/98	File Number: Detroit Lakes Policy - 602
Date Revised: 09/11/00; 05/15/06; 2/12/18; 10/21/19, 01/23/22, <u>10/23/23</u>	

602 - ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning for the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff and parents.

[Note: The annual school calendar must include at least 425 hours of instruction for a kindergarten student without a disability, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12, not including summer school. The school calendar for all-day kindergarten must include at least 850 hours of instruction for the school year. If a voluntary prekindergarten program is offered by the school district, a prekindergarten student must receive at least 350 hours of instruction for the school year. A school board's annual calendar must include at least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule has been approved by the Commissioner of Education under Minnesota Statutes section 124D.126~~section 124D.126~~. A school board's annual school calendar may include plans for up to five days of instruction provided through online instruction due to inclement weather. The inclement weather plans must be developed according to Section V., below.]

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes section 122A.40, subdivisions 7 and 7a, or Minnesota Statutes section 122A.41, Subdivisions. 4 and 4a, the school district shall adopt as its school calendar a total of 240 days of student instruction and staff development, of which

the total number of days of student instruction and 240 days. The school board may schedule additional staff development days throughout the calendar year.]

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

[Note: The provisions of the prior law requiring the school board to adopt the calendar for the next school year by April 1 have been repealed. The school board should still attempt to establish the calendar as early as possible so proper planning can take place by all members of the school community.]

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

- B. A school district may designate up to five e-learning days in one school year.
- C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.
- D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.
- E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.
- F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to normal school start time that students will need to following the e-learning day plan for that day.

G. On an e-learning day, each student’s teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

G.H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)

- Minn. Stat. § 120A.40 (School Calendar)
- Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
- Minn. Stat. § 120A.414 (E-Learning Days)
- Minn. Stat. § 120A.415 (Extended School Calendar)
- Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
- Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
- Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
- Minn. Stat. § 123A.30 (Agreements for Secondary Education)
- Minn. Stat. § 123A.32 (Interdistrict Cooperation)
- Minn. Stat. § 123A.35 (Cooperation and Combination)
- Minn. Stat. § 124D.11, Subd. 9 (Revenue for Results-Oriented Charter School)
- Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
- Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)

Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Date Adopted: 03/09/98	File Number: Detroit Lakes Policy - 603
Date Revised: 09/11/00; 12/11/17, 01/23/23, <u>10/23/23</u>	

603 - CURRICULUM DEVELOPMENT

[Note: Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 618-620 provide procedures to further implement the requirements of Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. District Advisory Committee

A. The school board ~~must~~ establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

B. The ~~D~~istrict ~~A~~advisory ~~C~~committee, to the extent possible, ~~must~~ reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents ~~must~~ comprise at least two-thirds of ~~advisory~~ committee members.

C. The ~~D~~istrict ~~A~~advisory ~~C~~committee ~~must~~ pursue community support to accelerate

the academic and native literacy and achievement of English learners with varied need, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.

D. The school district may establish site teams as subcommittees of the District Advisory Committee

E. The District Advisory Committee ~~must~~ shall recommend to the school board:

a. Rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 120B.11, subdivision 1a, ~~section~~ 120B.022, subdivision 1a and 1b and ~~section~~ 120B.35

b. District assessments;

~~c.~~ Means to improve students' equitable access to effective and more diverse teachers; and

d. strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;

~~e.e.~~ strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and

~~d.f.~~ Program evaluations

F. *School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.*

V. School Site Team

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communications, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. Curriculum Development Process

[Note: In light of changes in Minnesota law regarding curriculum, MSBA encourages school districts to consider deleting Article VI, Section A or revising it to reflect local curriculum development processes. Literacy planning is now addressed in new model policy 621: Literacy and the READ Act.]

~~A. Within the ongoing process of curriculum development, the following needs shall be addressed:~~

~~1. Provide for articulation of courses of study from kindergarten through grade twelve.~~

~~2. Identify minimum objectives for each course and at each elementary grade level.~~

~~3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.~~

- ~~4. Provide a program for ongoing monitoring of student progress.~~
- ~~5. Provide for specific, particular and special needs of all members of the student community.~~
- ~~6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.~~
- ~~7. Integrate required and elective course standards in the scope and sequence of the district curriculum.~~
- ~~8. Meet all applicable requirements of the Minnesota Department of Education and federal law.~~

~~B. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See Minnesota Statutes section 120B.12, Subd. 2.~~

~~CA.~~ Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes section 120A.20, Subd~~ision~~ 1(c). A student's plan under this section shall continue while the student is enrolled.

~~BD.~~ The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.

~~CE.~~ The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § 120A.20 (Admission to Public School)

Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum) Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)

~~—————~~ Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)

Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)

Minn. Stat. § 124D.59 (Definitions)

Minn. Rules 3500.0550 (Inclusive Educational Program)

Min. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

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613 – GRADUATION REQUIREMENTS

[Note: The requirements set forth in this policy govern the graduation standards that Minnesota public schools must require for a high school diploma for all students.]

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

- A. ~~“Academic standard” means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages.~~
- B. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- C. “Section 504 Accommodation” means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. “Individualized Education Plan,” or “IEP,” means a written statement developed for a student eligible by law for special education and services.
- ~~D.E.~~ E. “Required standard” means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health.
- ~~E.F.~~ F. “English language learners” or “ELL” student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. DISTRICT ASSESSMENT COORDINATOR

The Director of Curriculum and Instruction or designee shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION REQUIREMENTS

Students’ state graduation requirements, based on a longitudinal, systematic approach to student

education and career planning, assessment, instructional support, and evaluation, include the following:

- A. Achievement and career and college readiness in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and
- B. Consistent with this paragraph and Minn. Stat. §120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
- C. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.
- D. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
- E. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school.
- F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. DETROIT LAKES PUBLIC SCHOOLS CREDIT REQUIREMENTS

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

- A. Eight (8) semester credits of language arts;
- B. Seven (7) semester credits of social studies encompassing at least United States history, geography, government and citizenship, world history, and economics;
- C. Six (6) semester credits of science to include courses that meet all required Minnesota Academic Standards for science, including at least:
 - 1. one credit of biology;
 - 2. one credit of chemistry or physics; and

3. one elective credit of science. The combination of credits must be sufficient to satisfy
 - i. all of the academic standards in either chemistry or physics and
 - ii. all other academic standards in science

- D. Six (6) semester credits of mathematics, including an algebra II credit or its equivalent, geometry, statistics and probability, or its equivalent, sufficient to satisfy all of the academic standards in mathematics. Students in the graduation class of 2015 and beyond must complete an algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;
- E. One (1) semester credit of Health in grades 9-12 encompassing district-adopted standards.
- F. Three (3) semester credits of physical education encompassing district-adopted standards.
- G. Two (2) semester credits of Arts that meet all required Minnesota Academic Standards for the Arts.
- H. One (1) semester credit that includes financial literacy.
- I. A minimum of fourteen (14) semester elective credits for students graduating in 2020. For students graduating after 2020, refer to the table below:

Graduation Requirements	Class of 2020 SR	Class of 2021 JR	Class of 2022 SO	Class of 2023 FR	Class of 2024 & beyond 8th Grade
English	8	8	8	8	8
Health	1	1	1	1	1
Mathematics	6	6	6	6	6
Physical Education	3	3	3	3	3
Science	6	6	6	6	6
Social Studies	7	7	7	7	7
Fine Arts	2	2	2	2	2
Financial Literacy *Local Requirement	1	1	1	1	1
Total required MDE+Local credits	34	34	34	34	34
Pathway Electives (2 per year)	0	2	8	8	8
General Elective Credits	14	12	8	10	12
Total credits required to graduate	48	48	50	52	54
Total possible credits	58	60	62	64	64

J. Credit equivalencies

1. A one-half credit of economics taught in a school's agricultural ale, food, and natural resources education or business education program or department may fulfill a one-half credit in social studies under Paragraph E., above, if the credit is sufficient to satisfy all of the academic standards in economics.
2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph C., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph C., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph C., above.
3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A. Or Paragraph D., above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph A., above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph C. or Paragraph E., above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

[Note: Starting in the 2026-27 school year, a high school must offer an ethnic studies course; in elementary and middle schools by the 2027-28 school year.]

5.

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:
1. School District Standards, Health (K-12);
 2. School District Standards, Career and Technical Education (K-12); and
 3. School District Standards, World Languages (K-12).

- B. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
 - 1. Minnesota Academic Standards, English Language Arts K-12;
 - 2. Minnesota Academic Standards, Mathematics K-12;
 - 3. Minnesota Academic Standards, Science K-12;
 - 4. Minnesota Academic Standards, Social Studies K-12; and
 - 5. Minnesota Academic Standards, Physical Education K-12.
- C. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.
- D. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.
- E. Meeting the requirements of an Individualized Education Plan (IEP) or a Section 504 Plan.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, Section 120B.07, upon meeting the following conditions:

- A. All course and credit requirements must be met.
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision.
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References:

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)

Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.021 (Required Academic Standards)

Minn. Stat. § 120B.023 (Benchmarks)

Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)

Minn. Stat. § 120B.07 (Early Graduation)

Minn. Stat. § 120B.11 (School District Process)

Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)

Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA\MASA Model Policy 104 (School District Mission Statement)

MSBA\MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA\MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA\MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA\MASA Model Policy 616 (School District System Accountability)

Date Adopted: 06/08/98	File Number: Detroit Lakes Policy - 616
Date Revised: 08/14/00; 03/14/05; 06/12/06; 12/11/17; 12/21/2020, 04/24/23, <u>10/23/23</u>	

616 - SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

[Note: Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. ~~MSBA/MASA~~ Model Policies 601, 603, and 616 address these statutory requirements. In addition, ~~MSBA/MASA~~ Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.

~~B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.~~

~~BC.~~ “World’s best workforce” means striving to: meet school readiness goals; ~~have all third grade students achieve grade-level literacy~~; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION; REPORTING

A. School District Goals

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district’s Advisory Committee

2. The District Advisory Committee created under Policy 603 (Curriculum Development) is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

3. The school district-wide improvement goals should address recommendations identified through the District Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluation under Minnesota Statutes section 122A.40, or 122A.41.

C. Implementation of Graduation Requirements.

1. The District Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student

learning opportunities, and other related issues. Recommendations of the District Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet state and local expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement ~~growth~~ that show growth~~show, growth~~ relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with the MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By March 1 of each year, the District Advisory Council will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The District Advisory Council, working in cooperation with other committees of the school district [*such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.*], will provide active community participation in:

a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;

b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;

c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,

d. Advising the school board about development of the annual budget.

3. The District Advisory Committee shall meet the following criteria:

a. The District Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.

b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments and program evaluation.

c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

~~4. The Advisory Committee shall, when possible, be comprised of at least two thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:~~

~~a. The Director of Curriculum (or similar educational leader)~~

~~b. Principal~~

~~c. School Board Member~~

~~d. Student Representative~~

~~e. One teacher from each building or instructional level~~

~~f. Two parents from each building or instructional level~~

~~g. Two residents without school aged children, non representative of local business or industry~~

~~h. Two residents representative of local business or industry~~

~~i. District Assessment Coordinator (if different from "a." above)~~

~~*[Note: This Advisory Committee composition is a model only.]*~~

5. Translation services should be provided to the extent appropriate and practicable.

6. The District Advisory Council shall meet the following timeline each year:

October: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.

October: Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

~~February~~December: Review evaluation results and prepare recommendations.

February: Present recommendations to the school board for its input and approval.

E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress ~~toward Literacy by Grade 3~~, the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and the student achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting.

1. Consistent with Minnesota Statutes section 120B.36, Sub~~division~~ 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means such as the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

3. The school district must annually report the district's class size ratios by each grade to the commissioner of education in the form and manner specified by the commissioner.

2.4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)

Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)

Minn. Stat. § 120B.36 (School Accountability)

Minn. Stat. § 122A.40 (Employment; Contracts; Termination)

Minn. Stat. § 122A.41, (Teacher Tenure Act; Cities of the First Class; Definitions)

Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)

Minn. Stat. § 123B.147 (Principals)

Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans and LEP Students)

MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)

MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

Date Adopted: 06/08/98	File Number: Detroit Lakes Policy - 618
Date Revised: 05/13/02; 03/14/05; 06/12/06, 04/24/23; <u>10/23/23</u>	

618 - ASSESSMENT OF STANDARD ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to be used to determine how well students have achieved the Graduation Standards.

II. GENERAL STATEMENT OF POLICY

The school district has established a procedure by which students shall complete the Graduation Standards. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The school district strives to continually enhance student achievement of the Graduation Standards.

III. DEFINITIONS

~~A. “Above-grade level” test items contain subject area content that is above the grade level of the student taking the assessment and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards above the grade level of the student taking the assessment. Notwithstanding the student’s grade level, administering above-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.~~

B.A. “Academic standard” means a summary description of student learning in a required content area or elective content area.

~~C.~~

~~D. “Below-grade level” test items contain subject area content that is below the grade level of the student taking the test and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards below the student’s current grade level. Notwithstanding the student’s grade level, administering below-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.~~

~~E.~~

F.B. “Benchmark” means the academic knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

G.C. “Career and college ready” for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and ~~college~~ college ready are able to

successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.

~~H. “Computer adaptive assessments” means fully adaptive assessments.~~

~~I.~~

~~J.D.~~ “Cultural competence,” for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.

~~K.~~

~~L.E.~~ “Elective standards” means a locally adopted expectation for student learning in career and technical education and world languages.

~~M.~~

~~N.F.~~ “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, or other cooperative work experience, youth apprenticeship, or employment.

~~O.~~

~~P. “Fully adaptive assessments” include on-grade level test items and items that may be above or below a student’s grade level. [Note: Fully adaptive mathematics and reading assessments must be used for grades 3 through 7 beginning in the 2015-2016 school year and later.]~~

~~Q.~~

~~R. “On-grade level” test items contain subject area content that is aligned to state academic standards for the grade level of the student taking the assessment.~~

~~S.~~

~~T.G.~~ “Required standard” means (1) a statewide adopted expectation for student learning in the content areas of ~~English~~-language arts, mathematics, science, social studies, physical education, and the arts, ~~and~~ (2) a locally adopted expectation for student learning in health ~~or the arts~~.

IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

A. The Superintendent or designee shall establish criteria by which student performance of locally adopted Graduation Standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.

B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which program Graduation Standards will be assessed.

C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the implementation of the Minnesota Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

The school district will offer and students must achieve all benchmarks for an academic standard. These benchmarks will be used by the school district and its staff in developing tests to measure student academic knowledge and skills.

[School districts are required to formally establish a periodic review cycle for academic standards and related benchmarks in health, world languages, and career and technical education.]

B.

B. Statewide Academic Standards Testing

1. The school district will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.

2. The school district will administer annually, in accordance with the process determined by Minnesota Department of Education, the state-constructed tests aligned with state standards to all students in grades three through eight and at the high school level as follows:

a. computer-adaptive reading and mathematics assessments in grades three through eight;

b. high school reading in grade 10, mathematics in grade 11 and a high school writing test, when it becomes available; and

c. science assessments in one grade in the grades three through five span, the grades six through eight span, and a life science assessment in the grades nine through twelve span (a passing score on high school science assessments is not a condition of receiving a diploma).

3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.

4. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.

5. For students in grade 8 in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. For

other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.

6. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments administered in high school, must be informed that admission to a public school is free and available to any resident under 21 years of age. The school district will determine how this notice is given.

C. Student Participation

1. The Minnesota Commissioner of Education must create and publish a form for parents and guardians that:

- a. explains the need for state academic standards;
- b. Identifies the state assessments that are aligned with state standards;
- c. Identifies the consequences, if any, the school or students may face if a student does not participate in state or locally required standardized assessments;
- d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, non credit course at a Minnesota state college or university in the corresponding subject area;
- e. summarizes the provisions in Minnesota Statutes section 120B.301(a) and (c); and
- f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.

2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

VI. RIGOROUS COURSE OF STUDY WAIVER

1. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the school board determines that the student:

- a. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or postsecondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;

- b. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program if the student were required to achieve the academic standard to be waived; and
 - c. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program.
2. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.
3. A student who satisfactorily completes a postsecondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VII. CAREER EXPLORATION ASSESSMENT

- A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Students in grade 11 or grade 12 must be provided with an opportunity to participate on a nationally normed college entrance exam. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed. When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.
- B. On an annual basis, the school district must use the career exploration elements in these assessments, beginning no later than grade 9, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.
- C. All students, except those eligible for alternative assessments, must be given the opportunity to participate on a nationally normed college entrance exam in grade 11 or 12. A student under this paragraph who demonstrates attainment of required state academic standards on these assessments, which include career and college readiness benchmarks, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study

within broad career areas and technical skill assessments that extend beyond course grades. To the extent state funding for college entrance exam fees is available, the school district will pay the cost, one time, for an interested student in grade eleven or twelve, who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district will waive the cost for a student who is unable to pay.

As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

D. In developing, supporting, and improving students' academic readiness or a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

Legal References:

Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)

Minn. Stat. § 120B.021 (Required Academic Standards)

Minn. Stat. § 120B.022 (Elective Standards)

Minn. Stat. § 120B.023 (Benchmarks)

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)

Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)

Minn. Stat. § 120B.31 (System Accountability and Statistical Adjustments)

Minn. Rules Part 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

20 U.S.C. § 6301, et.seq. (Every Student Succeeds Acts)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEP, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

Date Adopted: 06/08/98	File Number: Detroit Lakes Policy - 620
Date Revised: 06/26/23, <u>10/23/23</u>	

620 - CREDIT FOR LEARNING

I. PURPOSE

~~The purpose of this~~ This policy is to recognize student achievement ~~that~~which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. ~~The purpose of This~~ This policy ~~also is to~~ recognizes student achievement ~~that~~which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. ~~The purpose of this~~ This policy ~~also is to~~ addresses ~~the~~ transfer of student credit from out-of-state, private, or home schools and online learning programs and ~~to address~~ how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, other learning environments, and online courses and programs.

III. DEFINITIONS

A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).

B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.

C. “Course” means a course or program.

~~B. “Blended learning” is a form of digital learning that occurs when a student learns part~~

~~time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.~~

~~C. “Commissioner” means the Commissioner of MDE.~~

~~D. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.~~

DE. “Eligible institution” means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

EF. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.

~~G. “Online learning” is a form of digital learning delivered by an approved online learning provider.~~

~~H. “Online learning provider” is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.~~

F.—I. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.

2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank ~~if a student has earned at least *insert number* credits from the school district.~~

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.

a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.

b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank ~~if a student has earned at least *insert number* credits from the school district.~~

c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.

d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.

2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.

a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.

b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements,

credit shall be awarded, but the grade shall be “P” (pass).

c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district’s high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.

e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

C. A student must provide the school with a copy of the student’s grades in each course taken for secondary credit under this policy, including interim or non final grades earned during the academic term.

V. POST-SECONDARY ENROLLMENT CREDIT

A. A student who satisfactorily completes a post-secondary enrollment options course or program under Minnesota Statutes section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the ~~Minnesota Academic Standards content~~ standards corresponding to that specific rigorous course of study.

B. Secondary credits granted to a student through a post-secondary enrollment options course or program ~~tmustthat meets or exceeds a graduation standard or requirement shall~~ be counted toward the graduation ~~and credit~~ requirements and subject area requirements of the district of a student completing the Minnesota Academic Standards.

1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.

2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.

3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade

will be recorded on the student's transcript as a course credit applied toward graduation requirements.

4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.

6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.

C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11.

~~VI. CREDIT FROM ONLINE LEARNING COURSES~~

~~A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.~~

~~B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.~~

~~C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota~~

~~public school as set forth in Section IV.A. above.~~

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

[Note: School districts must identify in policy whether they offer courses with weighted grades. Therefore, school districts must include one of the following options in their policies.]

A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

[List the types of courses that will be awarded weighted grades and the multiplier, similar to the following examples.]

1. A grade awarded in an Advanced Placement course will be calculated as 1 GPA point higher than the posted grade when calculating weighted GPA.

A. The students regular GPA will include the unweighted posted grade.

3. A grade awarded in a College in the Schools/Concurrent Enrollment course will be calculated as 1 GPA point higher than the posted grade

A. The students regular GPA will include the unweighted posted grade.

4. Post-Secondary Enrollment Option Courses do not receive weighted grades.

B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.

B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.

C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.

D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, ~~online learning course~~, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.

E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.09~~45~~ (Online ~~Instruction Act~~ ~~Learning Option~~)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and
Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations,
Modifications, and Exemptions for IEPs, Section 504 Plans and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)
MSBA/MASA Model Policy 624 (Online Instruction Learning Options)

Date Adopted: 09/11/00	File Number: Detroit Lakes Policy - 708
Date Revised: 8/11/2003, <u>10/23/23</u>	

708 - TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic condition in like manner and form as provided in Minnesota Statutes, Sections 123B.88 when applicable. ~~(Minn. Stat. § 123B.86, Subd. 1.)~~

B. Upon the request of a parent or guardian, ~~T~~he school district must~~shall~~ provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district, whether or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (Minn. Stat. § 123B.86, Subd. 1; Minn. Stat. § 123B.86, Subd. 2(a).)

C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether ~~or not~~ there is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another

school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. ~~Minn. Stat. § 123B.86, Subd. 2(e).~~

D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.

~~ED.~~ When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students and any other matter relating thereto shall be within the sole discretion, control and management of the school district. A non public or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies. ~~Minn. Stat. § 123B.44, Subd. 1.~~

F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.

G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional

transportation services agreed to in the written plan for nonpublic pupil
transportation services included in the contract that are not required under
Minnesota Statutes, sections 123B.84 to 123B.87.

E. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district. (Minn. Stat. § 123B.86, subd. 3.)

IV. STUDENTS WITH DISABILITIES~~SPECIAL~~—~~EDUCATION/DISABLED~~ STUDENTS

A. If a resident student with a disability attends a nonpublic school located within the school district, ~~of the student's residence~~, the school district ~~must~~shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the district of attendance and where the special instruction and services are provided within the school district ~~of residence~~, the school district ~~of residence~~ shall provide necessary transportation for that student between the school district boundary ~~of the district of residence~~ and the educational facility. The school district ~~of residence~~ may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the district boundary. ~~School d~~Districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to the due process hearing system ~~Provided by law described under United States Code, Title 20, and the complaint system under Code of Federal Regulations, Title 34, Section 300.660.662.~~ (Minn. Stat. § 125A.18.)

B. ~~When the disabling~~ Disabled students whose handicapped conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport ~~disabled~~ students with a disability on the basis of the disablinghandicapping conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. ~~Minn. R. 3520.3300, subp. 1.~~

C. Each driver and aide assigned to a vehicle transporting students with a disability
must (1) be instructed in basic first aid and procedures for the students under
their care: (2) within one month after the effective date of assignment,

participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.

D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

EC. Any parent of a ~~disabled~~ student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A~~in Minn. Stat. § 125A.09, Subd. 6. Minn. R. 3520.3300, subp. 2.~~

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References: Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)

Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)
Minn. Stat. § Ch. 125A, (Children With A Disability)
Minn. Stat. §123B.88 (Independent School Districts, Transportation)
Minn. Stat. §123B.84 (Policy)
Minn. Stat. §123B.86 (Equal Treatment)
Minn. Stat. §123B.44 (Provision of pupil support services)
Minn. R. 3520.3300 (Transportation of Handicapped Students)

Cross References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

~~MSBA Service Manual, Chapter 10, Transportation~~

~~Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970).~~

~~Eldridge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. App. 1988).~~

~~Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992).~~

**LETTER OF AGREEMENT
ADDRESSING TEMPORARY INCREASE IN WEEKLY HOURS FOR EDUCATION
ASSISTANTS DURING THE 2023-2024 SCHOOL YEAR**

This Letter of Agreement is entered into by and between Independent School District No. 22, Detroit Lakes, Minnesota (hereinafter referred to as the "School District") and Detroit Lakes Education Support Paraprofessionals (DLESP) (hereinafter referred to as the "Association").

RECITALS:

WHEREAS, the School District and the Association are parties to a collective bargaining agreement (hereinafter referred to as the "CBA") for the time period from July 1, 2021 to June 30, 2023; and pending July 1, 2023 to June 30, 2025;

WHEREAS, Article IX of the CBA provides for language pertaining to employees' work weeks, work schedules and extended hours; and

WHEREAS, Article V, Section 8 of the CBA provides for language pertaining to Notice of Changes to Positions; and

WHEREAS, Article XII of the CBA provides for language pertaining to Reduction in Force; and

WHEREAS, on August 30, 2023, the School District received student enrollments raising Kindergarten class sizes; and

WHEREAS, the School District and the Association now desire to address the potential impact of resulting Kindergarten class sizes during the 2023-2024 school year by establishing clear parameters for the schedules of Education Assistants where an increase in annual hours is necessary due to enrollment.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Increase in weekly/annual hours:** Specified Education Assistants, as assigned by a Principal and approved by the Superintendent, may be offered an increase in weekly/annual hours so as to provide adequate staffing to ensure the needs and supervision of students. Such increases may include, but are not limited to, increased hours for Health Assistants or Education Assistants providing supervision at breakfast, lunch or playground duty, and in the classroom.
- 2. Compensation:** Approved increases in hours will be paid at the Education Assistant's regular rate of pay for their assignment.
- 3. Duration:** Increases in weekly/annual hours will not extend beyond the 2023-24 school year. The parties further agree that this Letter of Agreement expires on June 30, 2024 or sooner if all temporary increase in hours ceases.

4. **Claim to Hours:** Employees may not "claim" the increased hours for seniority, reduction in force or for any other purposes beyond the 2023-24 school year.
5. **Terms of this Letter of Agreement; Modification.** This Letter of Agreement shall commence on the date the parties fully execute it and shall remain in effect until June 30, 2024. This Letter of Agreement may be modified by mutual written agreement between the parties hereto.
6. **No Past Practice.** By entering into this Letter of Agreement, the parties acknowledge and agree that the actions taken by the School District in this Letter of Agreement shall not constitute, nor be interpreted as, a past practice.
7. **Grievances.** The parties agree that this Letter and its intent is not grievable.
8. **No Reopening of Negotiations.** This Letter of Agreement does not constitute a reopening of the CBA or negotiations.

**INDEPENDENT SCHOOL DISTRICT
NO. 22**

Dated: _____, 2023

By: _____
Board Chair

By: _____
Clerk

DLESP – Detroit Lakes

Dated: Sept. 12, 2023

By: Susan R. Weyers



School Board Meeting Agenda Memorandum

Kylie Johnson, HR Director
Detroit Lakes Public Schools
kyliejohnson@detlakes.k12.mn.us

DATE: September 18, 2023
TO: Board of Education
FROM: District Review Committee - Board Members: Mickey Okeson, Amy Erickson, Mark Jenson (Supt), Jason Kuehn (Director of Finance) & Kylie Johnson (HR Director)
SUBJECT: **2023-25 Unaffiliated Group Contract Provisions**

The district review committee for unaffiliated employee groups is recommending the approval of provisions for the 2023-25 contract period. Proposed unaffiliated contract provisions are as follows:

- ☐ Confidential Custodian - 6.10%: 2 year package
- ☐ Confidential Clerical and IT - 6.08%: 2 year package
- ☐ Specialized Professional - 6.02%: 2 year package
- ☐ Administrator B - 6.3%: 2 year package
- ☐ Administrator A - 6.03%: 2 year package
- ☐ Laker Kids (formerly Latchkey) - Increase starting wage to \$16/hr

The total 2- year package cost of salary and benefit enhancements is \$313,212.

The district review committee recommends approval of these package enhancements.

Rossman Elementary Goals 2023-24

2023-24 Goal #1: <i>To increase parent/guardian engagement and understanding of the PBIS purpose, model, language, and expectations.</i> HPS Competency Area 1: There is a clear and shared focus in our building; Area 9: Our building has high levels of community and parent engagement			
Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
R1	<ul style="list-style-type: none"> Communicate and share PBIS purpose, model, language, and expectations all all to improve parent/guardian connection and understanding <ul style="list-style-type: none"> Send information home in Wednesday folders Share information and family engagement activities in the “Rossman Report” 	Sept-May	Site Leadership and PBIS Team
I2	<ul style="list-style-type: none"> Create and distribute surveys to gauge parent/guardian engagement and understanding and measure impact of action plan 	September 2023 April 2024	PBIS Team and Rossman Staff
D3	<ul style="list-style-type: none"> Site Team and PBIS Team collaborate to develop systematic approach to communication and connection with families <ul style="list-style-type: none"> Resource: https://www.pbis.org/tools/all-tools#family 	September-May	Site Leadership and PBIS Teams
E4	<ul style="list-style-type: none"> Gather feedback through surveys and conversations to refine family connection strategies and further develop PBIS practices 	Mid-Year: January 2023 End-of-Year: May 2023	Rossman staff, students, and parents

Rossman Elementary Goals 2023-24

2023-24 Goal #2: <i>To improve the attendance of all students at Rossman.</i> HPS Area 8: Our school has a supportive learning environment; Area 9: Our building has high levels of community and parent engagement			
Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
R1	<ul style="list-style-type: none"> Communicate and share information about school attendance to further parent/guardian connection and understanding <ul style="list-style-type: none"> Send information home in Wednesday folders Share information and family engagement activities in the "Rossman Report" 	Sept-May	K-5 Teachers
I2	<ul style="list-style-type: none"> Create and distribute information through various media to engage families in understanding the research, data, and impact of school attendance <ul style="list-style-type: none"> Resources: https://www.attendanceworks.org/ 	September -May	K-5 Teachers
D3	<ul style="list-style-type: none"> Distribute research and information to further equip teachers to positively promote school attendance with students and family <ul style="list-style-type: none"> Resource: <ul style="list-style-type: none"> https://www.attendanceworks.org/take-action/educators/teachers/ https://www.attendanceworks.org/research/elementary-school/ Engage students in improving overall attendance <ul style="list-style-type: none"> Teach about importance of coming to school and celebrate good attendance Develop attendance success plans with student input 	September-May	K-5 Teachers SST Team School Counselor
E4	<ul style="list-style-type: none"> Implement systematic, equitable methods of communication and sharing of information regarding the importance of school attendance to families 	September 2022-May 2023	K-5 Teachers

Roosevelt Building Goals

2023-24

Roosevelt families and staff were sent an electronic survey in August 2023.

What successes were identified?

1. Positive perceptions of school community/climate: 87.3%
2. Clear and shared focus; effective school leadership: 95.5% (This was a building goal in 2022-23 - overall positive increase of 6.7%.)
3. Focused Professional Development: 90.9%
4. Curriculum and instruction is aligned to MN Standards: 95.5%

What Area(s) of Greatest Need were identified?*

1. Increase opportunities for collaboration and communication among staff: 77.2%
2. Increase levels of community and parent engagement: 70.7% (This was a building goal in 2022-23 - overall positive increase of 9.5%.)

*2023-24 Roosevelt Building Goals have been developed with these identified needs in mind.

2023-24

High Performing School Area: **High levels of collaboration and communication happen in our school.**

GOAL #1: During the 2023-34 school year, 80% of Roosevelt staff will increase collaboration and communicative efforts among one another through PLC* discussions, MTSS** meetings and during professional development opportunities.

Staff Feedback: 77.2% agree; 22.7% disagree

Guiding Principles	Objectives	Activities	People Engaged / Timeline
R1	During the 2023-24 school year, Roosevelt staff will continue to build an understanding of the Multi-Tiered Systems of Supports, focusing on shared vocabulary and Tier 1 / Tier 2 instruction.	<ul style="list-style-type: none">● MTSS Rvt Leadership Team Meetings● MTSS Grade Level Meetings● PLC discussions● Student Intervention Team meetings	Classroom Teachers, Interventionists and Administration
I2	During the 2023-24 school year, MTSS grade-level teams will analyze the assessment results of demographic subgroups to determine academic need areas.	<ul style="list-style-type: none">● MTSS District Meetings● MTSS Rvt Leadership Team Meetings● MTSS Grade Level Meetings	Classroom Teachers, Interventionists and Administration
D3	During the 2023-24 school year, Roosevelt PLC teams, along with the SIT***, will discuss individual student behavioral/social-emotional needs and determine appropriate interventions to support these students.	<ul style="list-style-type: none">● Weekly SIT meetings● Increased usage of Educlimber usage for individual needs of students (addition of electronic SIT forms)	Classroom Teachers, Interventionists and Administration
E4	During the 2023-24 school year, the MTSS team will analyze Roosevelt's academic performance, demographics and attendance data to determine potentially overlooked need-areas and review current interventions in place.	<ul style="list-style-type: none">● Building-level MTSS meetings● PLC discussions● Student Intervention Team meetings● Bi-weekly attendance meetings● Attendance Meetings: Ed Neglect (layers of support)	Classroom Teachers, Interventionists and Administration

2023-24

High Performing School Area: **Our building has high levels of community and parent engagement.**

GOAL #2: During the school year of 2023-24, staff will assist in brainstorming new ideas, along with plans for community and parent engagement opportunities to increase our perception of partnership events from 70.7% to 80% by May 2024.

Staff Feedback: 70.7 agree; 29.3% disagree

Guiding Principles	Objectives	Activities	People Engaged / Timeline
R1	During the 2023-24 school year, Roosevelt staff will provide several opportunities to increase community and family engagement.	<ul style="list-style-type: none">• Back-to-School Open House• Attendance at Fall Conferences• Kindergarten Gingerbread Houses• Winter Open House• 5th Grade Wax Museum• Divisions I, II and III Spelling Bees• Kindergarten Roundup (x2)• Parent/Teacher Conferences• Science Fair• Music Performances (x6)• 5th Grade Graduation• Chalk Art - 5th Grade• Seesaw• Classroom volunteers• Field trips• Informational Evenings - topics identified by families	Teachers, Paraprofessionals, Administration and Families / Watch Newsletters and Calendar for specific dates
I2	During the 2023-24 school year, Roosevelt staff will use electronic newsletters to communicate collaboration opportunities and document building events.	<ul style="list-style-type: none">• Seesaw• Roosevelt Revelations	Classroom Teachers, Specialists and Administration
D3	During the 2023-24 school year, staff will provide students with weekly and monthly cultural learning opportunities.	<ul style="list-style-type: none">• Cultural activity opportunities guided/provided by Title 6 staff• SAIL**** - art/cultural activities• Morning Meeting- Grandfather teachings	Title 6 Staff, SAIL staff and Classroom Teachers
E4	During the 2023-24 school year, grade levels will send home information to families regarding academics, current happenings and upcoming engagement opportunities.	<ul style="list-style-type: none">• Grade Level Newsletters (paper copies upon request)• School Newsletter, <i>Roosevelt Revelations</i>	Staff and Families / Weekly

		<p>(paper copies upon request)</p> <ul style="list-style-type: none">• Information home in Monday folders	
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* PLC = Professional Learning Committee

** MTSS = Multi-tiered Systems of Support

*** SIT = Student Intervention Team

**** SAIL = Success and Achievement in Learning

Charting An **Intentional** Course To Our Future:

OUR TRADITIONS

Our Hopes

Our Dreams

Our Future

Our Legacy

DETROIT LAKES

LAKERS

Strategic Planning 2021-26





A NOTE FROM THE SUPERINTENDENT

Greetings,

It is a privilege and honor to work with all of you in setting our course for the next 5 years. I would like to start off by inviting you on an adventure; to leave your personal mark of excellence on the Detroit Lakes Public School district. We need all of us to create greatness.

Our Motto “Sails Up,” is a great place to start in creating our strategic plan. When a sailboat’s sails are up the wind helps the boat reach its destination. Similarly, our actions generate momentum toward a destination. A good sailor knows that they cannot allow the wind to act alone for the wind will randomly select the destination without guidance. A good sailor uses tools and a map to chart a planned destination. We know as a district if we do not intentionally plan our work we will also see an unintentional destination for staff, students, and our community. Strategic Planning is an intentional roadmap that will guide us to positively grow and improve personally and together to ensure we can help our students enter adulthood as healthy, happy, and productive members of our local and global communities.

Today I am asking you to have a growth mindset let’s focus on growing and learning personally that we can ensure the growing and learning of our Detroit Lakes EC-12 students.

Let’s take this journey together,
Mark Jenson





Get Motivated For Strategic Planning 2020-25



Creating The Future: Vision, Mission, and Guiding Principles



Sails Up!

Vision	Mission
Detroit Lakes Public Schools: Charting a course for excellence.	The mission of the Detroit Lakes Public Schools is to fill all of our sails with Laker PRIDE.
Guiding Principles: Laker PRIDE Purpose Relationships Innovation Development Equity	

Building Strategic Planning



THE POWER FOR CREATING A
BETTER FUTURE IS
CONTAINED IN THE
PRESENT MOMENT: YOU
CREATE A GOOD FUTURE BY
CREATING A GOOD PRESENT.

- Eckhart Tolle



Building Data Inquiry

1 Work Session..... 2 hours

Inquiry Stage: Reflect on who we are, what our current situation is, and where we need to go to meet our Vision, Mission, & Guiding Principles as a building.

Who	What	When
<p>Building Leadership Team</p> <ul style="list-style-type: none"> ● Building Principal ● Teachers (<i>1 from each grade level and/or department</i>) ● <i>1 Academic Coach</i> 	<p>Build, Monitor, and be Accountable to: A 5 Year Building Strategic Plan</p> <ul style="list-style-type: none"> ● Reflect, as a building, on the 9 areas of a high performing school ● Create 5 Year Plan using your staff and family/student feedback. ● Create Yearly Accountability Benchmarks 	<p>Building Leadership Teams MUST meet 3 times a year to review, monitor, and adjust the Building Strategic Plan to ensure the building will meet yearly benchmarks. (recommended: monthly meetings)</p> <p>Principals will submit a progress summary after each meeting to the Superintendent in the following months:</p> <ul style="list-style-type: none"> - September 2021 - January 2022 - June 2022

District Expectation:

All buildings will strive to reach high levels of competency in all 9 areas of high performing schools.

We first need to have a common understanding of what the 9 areas look like, feel like, and sound like.

As an Administrative team we will add indicator bullets under each area: **Due: July 31st**

There is a clear and shared focus in our building

We have high standards and expectations for ALL students

High levels of collaboration and communication happen in our school

Our building has effective school leadership

Our curriculum and Instruction is aligned to MN Standards

Frequent Monitoring of Teaching and Learning happens in our Building

We have focused professional learning in our building

Our school has a supportive learning environment

Our building has high levels of community and parent engagement



inquiry Stage : Reflect on who we are, what our current situation is, and where we need to go as a building.

Inquiry 1: How will our building live our mission and guiding principles every day? Do our daily actions show progress towards our collective vision?

Before you begin, reflect on the nine commonalities found in successful schools. What are some ways you can ensure these elements are found in your building strategic plan embedded into goals aligned to the district Vision, Mission, and Guiding Principles. It is important to know exactly where you are in order to map out a plan that you can achieve.

District Expectations: All buildings will strive to reach high levels of competency in all 9 areas of high performing schools within 5 years.

Task 1: Reflect on where your building is through comparing and contrasting it against the district Vision, Mission, Guiding Principles and Nine Commonalities found in Successful Schools.

- Leadership Team creates a back to school session that allows the building to share their thoughts and ideas with the leadership team.
- Leadership Team creates a family survey to be filled out at back to school nights by families attending and can also be sent out by email to families that could not attend.

Adapted from: Shannon, G.S. & Bylsma, P.(2007).The Nine Characteristics of High Performing Schools: A Research-based resource for schools and districts to assist with improving student learning. (2nd Ed.).Olympia,

There is a clear and shared focus in our building
We have high standards and expectations for ALL students
High levels of collaboration and communication happen in our school
Our building has effective school leadership
Our curriculum and Instruction is aligned to MN Standards
Frequent Monitoring of Teaching and Learning happens in our Building
We have focused professional learning in our building
Our school has a supportive learning environment
Our building has high levels of community and parent engagement



Building Strategic Plan

Write a summary to clearly show where your building is in each of the 9 areas, district vision, mission, and guiding principles. Include what is in place and indicate areas that will need attention to reach the expectations set by the Administrative team (approved by school board)

Write 9 goals, using the 9 area **indicator bullets** to create a 5 year plan that will lead your building to to reach high levels of competency in all 9 areas of high performing schools and align to our district vision and mission

When you are writing your building long term goals reflect and make sure that our Vision, Mission, Guiding Principles, and the 9 Characteristics of High Performing Schools are braided into your goals.

Strategic Plan for 2021 - 2022 Building: **Due: September 15th, 2021**

"A GOAL
WITHOUT A
PLAN IS JUST
A WISH"



2021-22 Goals

Goal Area - (9 Areas of H.E.S.) Prioritized by DLMS Site Council	Chosen indicator bullet(s) that will be addressed:
Detroit Lakes Middle School has high levels of community and parent engagement.	<ul style="list-style-type: none">● Building → Parents<ul style="list-style-type: none">○ Parents know what their kids are learning.● Teacher → Parents<ul style="list-style-type: none">○ Teachers/teams will deliver information on curriculum and activities regularly.● Building → Community<ul style="list-style-type: none">○ Always trying to grow community partnerships
Detroit Lakes Middle School has high standards and expectations for ALL students.	<ul style="list-style-type: none">● Implement and sustain PBIS at all levels<ul style="list-style-type: none">○ Reach and teach each student through Top 20 concepts.● Actively promote equity<ul style="list-style-type: none">○ All students are regular ed students first, they are OUR kids.● Remove systemic barriers<ul style="list-style-type: none">○ Consistent procedures and expectations building wide.

2022-23 Goals



Goal Area - (9 Areas of H.E.S.) Prioritized by DLMS Site Council	Chosen indicator bullet(s) that will be addressed:
<p style="text-align: center;">Detroit Lakes Middle School has frequent monitoring of teaching and learning.</p>	<ul style="list-style-type: none">● Teacher → Teacher<ul style="list-style-type: none">○ PLCs identify and use data from assessments to influence instruction○ PLCs focus on their impact on students○ PLCs will implement collective efficacy in order to grow ● Principal → Teacher<ul style="list-style-type: none">○ Principal visits classrooms twice a trimester to ensure all students are having the same experiences.○ Principal will review teacher gradebooks twice a trimester.○ Principal will review PLC notes at least biweekly.○ Principal will visit with PLCs after each set of classroom visits.

2022-23 Goals



Goal Area - (9 Areas of H.E.S.) Prioritized by DLMS Site Council	Chosen indicator bullet(s) that will be addressed:
<p style="text-align: center;">Detroit Lakes Middle School has high levels of collaboration and communication.</p>	<ul style="list-style-type: none">● Teacher → Teacher<ul style="list-style-type: none">○ PLCs identify and use data from assessments to influence instruction○ PLCs focus on their impact on students○ PLCs will implement collective efficacy in order to grow● Principal → Teacher<ul style="list-style-type: none">○ Principal visits classrooms twice a trimester to ensure all students are having the same experiences.○ Principal will review teacher gradebooks twice a trimester.○ Principal will review PLC notes at least biweekly.○ Principal will visit with PLCs after each set of classroom visits.● Principal → Building Staff<ul style="list-style-type: none">○ Weekly bulletins sent via email○ Floating meetings○ Full staff meetings on early out and/or inservice days

2023-24 Goals



GOAL #1

Goal Area - (9 Areas of H.E.S.)
Prioritized by DLMS Site Council

Chosen indicator bullet(s) that will be addressed:

There is a clear and shared focus evident at Detroit Lakes Middle School.

- Amongst Students
 - Top 20 Expectations
 - Academic Expectations
- Amongst Teachers
 - Collective Efficacy
 - Accountability
 - Active PLC Participation
 - Building Level Expectations/House Rules
 - Staff Meetings
 - Common Grading Verbiage
- Building → Community
 - Continued Communications
- Principal → Teacher
 - Individual Staff Conversations
- Building Wide
 - PBIS Team (Counselors/KBiggar)
 - Monthly Student Recognition/Rewards

GOAL #2

Detroit Lakes Middle School has effective school leadership.

- Regular Staff Meeting
- Regular Site Council Meeting
 - Building Representation
- School Wide Communication
 - Timely Updates on Students
 - Behavior/Incident Follow-up
- Atmosphere of Psychological Safety
- PLC Leaders
 - Attend Trainings
 - Host regular PLC meetings
 - Data driven decision making
 - Principal Involvement



'24-'25

Goal Area - (9 Areas of H.E.S.) Prioritized by DLMS Site Council	Chosen indicator bullet(s) that will be addressed:
Detroit Lakes Middle School has a supportive learning environment.	<ul style="list-style-type: none">• Support diverse ways of thinking and doing<ul style="list-style-type: none">○ Culture of building, how our teams function, supportive of students
There is professional learning of staff at Detroit Lakes Middle School.	<ul style="list-style-type: none">• Provide professional development that supports PRIDE<ul style="list-style-type: none">○ Customized by building, building will identify needs.
Detroit Lakes Middle School curriculum and instruction is aligned MN Standards.	<ul style="list-style-type: none">• Renew and bring up to date all systems and practices<ul style="list-style-type: none">○ Following district documents that were created and adhering to that. Learning Targets & outcomes are posted and set to meet.

2023-24 Goal: There is a clear and shared focus evident at Detroit Lakes Middle School

- Amongst Students
 - Top 20 Expectations
 - Academic Expectations
- Amongst Teachers
 - Collective Efficacy
 - Accountability
 - Active PLC Participation
 - Building Level Expectations/House Rules
 - Staff Meetings
 - Common Grading Verbiage
- Building → Community
 - Continued Communications
- Principal → Teacher
 - Individual Staff Conversations
- Building Wide
 - PBIS Team (Counselors/Biggar)
 - Monthly Student Recognition/Rewards
 - Atmosphere of Psychological Safety

Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
Relationships	<ul style="list-style-type: none"> • Principal meets with teachers when concerns arise • Regular meetings with staff, teams, PLC's • Regular conversations amongst staff and leaders • Team/Grade Level Incentives, reward days 	Sept 2023 - May 2024	Teacher Principal Students Community
	Resources:		
Innovation	<ul style="list-style-type: none"> • Monthly Student Recognition • PBIS Team (Counselors/KBiggar) • House Rules 	Sept 2023 - May 2024	Teacher Principal Students Community
	Resources:		
Development	<ul style="list-style-type: none"> • PBIS Team(Counselors/KBiggar) • Monthly Student Recognition • House Rules 	Sept 2023 - May 2024	Teacher Principal Students Community
	Resources:		
Equity	<ul style="list-style-type: none"> • All students receiving Top 20 Lessons during primetime/homeroom, Team Academic Expectations 	Sept 2023 - May 2024	Teacher Principal Students Community

Indicator bullets that will be addressed:

There is a clear and shared focus evident at Detroit Lakes Middle School.

- Amongst Students
 - Top 20 Expectations
 - Academic Expectations
- Amongst Teachers
 - Collective Efficacy
 - Accountability
 - Active PLC Participation
 - Building Level Expectations/House Rules
 - Staff Meetings
 - Common Grading Verbiage
- Building → Community
 - Continued Communications
- Principal → Teacher
 - Individual Staff Conversations
- Building Wide
 - PBIS Team
 - Monthly Student Recognition
 - Atmosphere of Psychological Safety

Guiding Principles	Administrator Teacher Leader Assigned (Accountability)	Monitoring Process	Measure of success and completion indicators	Plan Adjustments Actions
R1	Principals Teachers PLC's	<ul style="list-style-type: none"> ● Principal monitor PLC notes ● Staff/Teacher Surveys ● House Rules 	<ul style="list-style-type: none"> ● Safe environment ● Positive culture ● Staff/teacher/Student surveys 	Involve district leadership if needed Site Council Updates
I2	PBIS Team	<ul style="list-style-type: none"> ● Monthly Student Recognition Assemblies 	<ul style="list-style-type: none"> ● Safe environment ● Positive culture ● Staff/teacher/Student surveys 	Site Council Updates
D3	PBIS Team	<ul style="list-style-type: none"> ● Monthly Student Recognition Assemblies 	<ul style="list-style-type: none"> ● Safe environment ● Positive culture ● Staff/teacher/Student surveys 	Site Council Updates
E4	Principal Teachers	<ul style="list-style-type: none"> ● Top 20 Lessons ● Staff meetings when concerns arise 	<ul style="list-style-type: none"> ● Safe environment ● Positive culture ● Staff/teacher/Student 	Top 20 Team Involve district leadership if needed

2022-23 Goal: Detroit Lakes Middle School has effective school leadership.

- Regular Staff Meeting
- Regular Site Council Meeting
 - Building Representation
- School Wide Communication
 - Timely Updates on Students
 - Behavior/Incident Follow-up
- Atmosphere of Psychological Safety
- PLC Leaders
 - Attend Trainings
 - Host regular PLC meetings
 - Data driven decision making
 - Principal Involvement

Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
Relationships	<ul style="list-style-type: none"> ● Regular Staff Meetings (Monthly?) ● Improved Communication ● Psychological Safety/Culture Improvement 	Sept 2023 - May 2024	Teacher Principal Students
	Resources:		
Innovation	<ul style="list-style-type: none"> ● Site Council Structure/Decision Making ● Behavior/Communication Follow-up emails 	Sept 2023 - May 2024	Teacher Principal Students
	Resources:		
Development	<ul style="list-style-type: none"> ● Site Council Structure/Decision Making ● Behavior/Communication Follow-up emails ● PLC Leaders, trainings, hosting regular meetings 	Sept 2023 - May 2024	Teacher Principal Students
	Resources: PLC trainings		
Equity	<ul style="list-style-type: none"> ● All staff are treated with respect and professionalism 	Sept 2023 - May 2024	Teacher Principal Students
	Resources:		

Monitoring & Measure

Indicator bullets that will be addressed:

Detroit Lakes Middle School has effective school leadership.

- Regular Staff Meeting
- Regular Site Council Meeting
 - Building Representation
- School Wide Communication
 - Timely Updates on Students
 - Behavior/Incident Follow-up
- Atmosphere of Psychological Safety
- PLC Leaders
 - Attend Trainings
 - Host regular PLC meetings
 - Data driven decision making
 - Principal Involvement

Guiding Principles	Administrator Teacher Leader Assigned (Accountability)	Monitoring Process	Measure of success and completion indicators	Plan Adjustments Actions
R1	<ul style="list-style-type: none"> ● Principal ● Teachers ● Site Council 	<ul style="list-style-type: none"> ● Communication Logs ● Meeting Minutes 	<ul style="list-style-type: none"> ● Safe environment ● Positive culture ● Staff/teacher surveys 	Involve district leadership if needed Site Council Updates
I2	<ul style="list-style-type: none"> ● Principal ● Teachers ● Site Council 	<ul style="list-style-type: none"> ● Communication Logs ● Meeting Minutes 	<ul style="list-style-type: none"> ● Safe environment ● Positive culture ● Staff/teacher surveys 	Involve district leadership if needed Site Council Updates
D3	<ul style="list-style-type: none"> ● Principal ● Teachers ● Site Council ● PLC Leaders 	<ul style="list-style-type: none"> ● Communication Logs ● Meeting Minutes ● PLC Monitoring 	<ul style="list-style-type: none"> ● Safe environment ● Positive culture ● Staff/teacher surveys 	Involve district leadership if needed Involve Pam if needed Site Council Updates
E4	<ul style="list-style-type: none"> ● Principal ● Teachers ● Site Council 	<ul style="list-style-type: none"> ● Staff/Teacher Surveys 	<ul style="list-style-type: none"> ● Safe environment ● Positive culture ● Staff/teacher surveys 	Involve district leadership if needed Site Council Updates



Progress Reports

Due Date: Submit Progress Report to the Board	Progress Report Elements	Person Responsible for Reporting	Completion Check Box:
September	Plan and Execution (Implementation) Plan	Building Principals	<input type="checkbox"/>
September	Plan and Execution (Implementation) Plan	District Directors and Coordinators	<input type="checkbox"/>
January	Monitoring and Adjusting	Building Principals	<input type="checkbox"/>
January	Monitoring and Adjusting	District Directors and Coordinators	<input type="checkbox"/>
June	Accountability	Building Principals	<input type="checkbox"/>
June	Accountability	District Directors and Coordinators	<input type="checkbox"/>

DLMS Strategic Planning Practices to continue from 21-22

Continue:

Communicating with parents positively, as well as with concerns, (S'more, Remind, email, text . . .)

Implementing Top 20, Laker Pride tickets, celebrating positive student experiences



DLMS Strategic Planning Goals for '22-'23

Detroit Lakes Middle School has frequent monitoring of teaching and learning.

Detroit Lakes Middle School has high levels of collaboration and communication.



DLMS Strategic Planning Goals for '23-'24

There is a clear and shared focus evident at Detroit Lakes Middle School.

Detroit Lakes Middle School has effective school leadership.



indicator bullets that will be addressed:

2023 - 2024 Goal #1 : DLHS has a supportive learning environment for all learners.

Guiding Principles	Administrator Teacher Leader Assigned (Accountability)	Monitoring Process
<p>R1</p>	<ul style="list-style-type: none"> ● Implement a school wide “Dots and Have Nots” plan to ensure every kid has a connection to our school. ● Build relationships through I-Time Lessons ● Launch A Mentoring/Tutoring Program for students who need a connection. ● 1 page-contact cards about every staff member (even digitally) 	<ul style="list-style-type: none"> ● BARR Sheet (Column for connections to school) ● Spreadsheet with all students
	<p>Resources: Student survey data from 2022-2023 school year</p>	
<p>I2</p>	<ul style="list-style-type: none"> ● Surveyed Students on what things could connect them to our school. ● Promote activity/athletic involvement at Open House and Registration Night ● AIT Check Out System 	<ul style="list-style-type: none"> ● Student Survey ● AIT Check Out Data and Progress Monitoring
	<p>Resources: Student Street Data</p>	
<p>D3</p>	<ul style="list-style-type: none"> ● Implement a system to handle Major and Minor behaviors to support instructors with classroom management. ● Implement BARR I-Time Lessons Vol. 1-3 with fidelity 	<ul style="list-style-type: none"> ● Major v. Minor Behaviors Flowchart ● PBIS Big 5 Data
	<p>Resources: I Time Lesson Curriculum Vol. 1-3</p>	
<p>E4</p>	<ul style="list-style-type: none"> ● Implement the DLHS strategy team-Student Leadership Team representative of all groups at DLHS. ● Have a Laker Cupboard outreach event periodically to support students in need. 	<ul style="list-style-type: none"> ● Meeting notes from student leadership team ● Tabs on the Master BARR Sheet
	<p>Resources: BARR Coordinator, BARR I Time Curriculum</p>	

indicator bullets that will be addressed:

2023 - 2024 Goal #2 : DLHS has high levels of community and parent engagement!

Guiding Principles	Administrator Teacher Leader Assigned (Accountability)	Monitoring Process
R1	<ul style="list-style-type: none"> Continue BARR Parent Advisory Council Host A Family Night to improve parent connectedness to school. 	<ul style="list-style-type: none"> BARR parent group meetings at least 4x per year Notes and Surveys from this group
	Resources:	
I2	<ul style="list-style-type: none"> Continue and expand use of communication tools developed last year to engage a diverse group of parents more effectively. 	<ul style="list-style-type: none"> BARR communication emails, Attendance communication emails, Laker Prides,
	Resources: Ally Knutson	
D3	<ul style="list-style-type: none"> Use new communication features in Skyward to engage parents at a higher level. <ul style="list-style-type: none"> Attendance notifications School messenger 	<ul style="list-style-type: none"> Attendance Submission in Skyward
	Resources: Qmlativ	
E4	<ul style="list-style-type: none"> Hold a parent meeting at a site other than DLHS. Find ways to engage parents who do not have reliable access to Skyward or texting. <ul style="list-style-type: none"> Tours Parent Night 	<ul style="list-style-type: none"> Parent survey data on connections to school and staff
	Resources: Summer BARR Training Ideas	

Area Learning Center Building Goals

2023-24 Goal #1: High Levels of Collaboration and Communication			
Our focus for this year is to create a strong unified team where we can identify problems and work together to form solutions. This includes our staff as well as students, families and people of the communitiy.			
Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
R1	<ul style="list-style-type: none"> Weekly Staff Meetings (PLC) Midterm/Quarter Reports Family Nights 	23-24 School Year	ALC Staff AIE Staff Families Community Members
I2	<ul style="list-style-type: none"> Newsletter - Updated Monthly Classroom Observations and follow ups 	23-24 School Year	ALC Staff
D3	<ul style="list-style-type: none"> Friday Mornings working with students on transitions and career skills Friday Afternoons volunteering/working 	23-24 School Year	ALC Staff Community Members
E4	<ul style="list-style-type: none"> Classroom Observations and follow ups 	23-24 School Year	ALC Staff

2023-24 Goal #2: High Levels of Family and Community Involvement

Our focus for this year is to bring in family and community members to help educate our students on diverse cultures as well as what is available to them in the community.

Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
R1	<ul style="list-style-type: none"> • Bring Families and community members into our school • Open House • Family Nights • Friday Work/Volunteer Opportunities 	23-24 School Year	ALC Staff AIE Staff Families Community Members
I2	<ul style="list-style-type: none"> • How we can connect to all of our families better • Monthly Newsletter • Emails - Phone Calls 	23-24 School Year	ALC Staff Community Members
D3	<ul style="list-style-type: none"> • Implement cultural teachings to make students feel more welcome • Friday Work/Volunteer Opportunities • Family Nights 	23-24 School Year	ALC Staff Building Level Team AIE Staff Families Community Members
E4	<ul style="list-style-type: none"> • Staffings with Families • Email/Phone Calls to parents/guardians 	23-24 School Year	ALC Staff Families

DATE: September 18, 2023

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Revision to 2022-24 Pupil Transportation Contract with Schultz Garage and Bus Company**

Each year the District reviews transportation routes and makes recommended adjustments. Due to changes that increased route lengths, the District worked with Schultz Garage and Bus Company to revise contracted rates for impacted routes.

Additionally, the District worked with Schultz Garage and Bus Company to fill a District route that was being driven by a short-term substitute driver. Schultz will distribute the route across five of their current routes, with the revised rates reflected in the contract.

District Administration and Transportation Committee recommend approval for the revisions to the contract.

SCHOOL BUS TRANSPORTATION CONTRACT

**Independent School District #22
and
Schultz Garage & Bus Co, Inc.**

2022-2024

THIS AGREEMENT made and entered this 1st day of July, 2022 by and between Independent School District No. 22 of Becker County, Minnesota, hereinafter referred to as "School District", and Schultz Garage & Bus Co, Inc. of Detroit Lakes, Minnesota, hereinafter referred to as "Contractor".

For the consideration herein expressed, Contractor agrees with the School District:

A. CONTRACT DURATION and CONDITIONS

1. To transport public and non-public school pupils, as designated by the School Board, over school bus routes numbered 21-32 or as specified by the School Board, for one round trip per school day to and from the public school and to transport students to and from extra-curricular activities or events between schools/sites as specified or requested by the School District.

It is mutually agreed that the term of this contract shall be for a period of two school years, commencing on the 1st day of July, 2022, and ending on the 30th day of June, 2024, for which transportation service the School District agrees to pay and the Contractor agrees to receive the sum of \$ See rate schedule under Section M per route or extra-curricular activity, payable monthly.

Transportation equipment that will be used is listed on the Vehicle Roster and includes the bus number, year model, chassis make, body make, capacity, and bus mileage.

2. A tentative school calendar for each school year detailing vacation days and actual school days is attached.
3. Should the schools be closed for any cause whatsoever, the Board of Education shall not be liable for payment for service under the contract during the period of such closing.
4. Pursuant to Minnesota Statute 123B.52, contracts shall be for a two-year term (2022-2024) with the District's option for renewal for an additional two-year term (2022-2024) and shall include the following conditions:
 - This is the contract between the School District and Bus Contractor for 2022-24.
 - In order to establish justification and to make decisions as to the validity of Contractor requests for increased charges to the District for services, the District reserves the right to have a qualified third party evaluate the Contractor's operating cost records and issue an opinion relative to the justification for cost increases.

- Special requirements of either party to the contract not covered in specifications may be negotiated at the option of the District.
 - Other reasons for reviewal shall include, but are not limited to, the District's continued need for the contracted service.
 - It shall be understood that in no way will provisions of contract supersede or exclude any provisions, conditions or specifications included in the District's Invitation to Bidders. The District reserves the right to accept or reject any contract or term of conditions thereof.
 - Contracts pursuant to this bid shall take effect the first school day in September, 2022.
5. Contract not Assignable - The Contractor shall not assign or sublet said contract or any part of said contract without the written consent of the School District and, in the event of violation of such provision of contract, the same is forthwith subject to cancellation by the Board of Education.

B. INSURANCE

6. Public Liability Insurance

A) The Contractor shall maintain during the life of this contract, Automobile Public Liability Insurance in the amount of at least \$1,500,000/per person/per incident bodily injury/liability. Property damage liability insurance shall be \$250,000 with personal injury protection (no fault), \$20,000 medical and \$20,000 work loss. The Contractor shall also furnish a \$1,500,000 umbrella. The Contractor shall file with the Business Manager of the School District a certificate issued by the insurance company certifying to the insurance coverage and limits of such insurance coverage by no later than August 15th, prior to the start of each school year, and within 30 days after the anniversary date of the insurance policy.

B) The District, for the period of July 1, 2022, through June 30, 2024, shall cost share in the insurance premium increase to the extent of reimbursing the bus contractor for 50% of the premium increase on the \$1,500,000 umbrella when and if the insurance premium increase exceeds \$3,000 over the previous year's premium.

7. The Contractor shall come under the Minnesota Employee's Liability Laws as provided by law and shall maintain such insurance as will protect him and the School District from claims under the Workers' Compensation Act, and from any other claims or damages for personal injury, including death, which may arise from operations under the contract; whether such operations be by himself or anyone directly or indirectly employed. Certificate of such insurance shall be filed with the Clerk of the School District.
8. Bus drivers are to report all accidents involving buses used for transportation of District pupils immediately to the bus company, whose duty it will be to inform the Transportation Supervisor via telephone within one-half hour of any accident, regardless of extent, which involves any bus with pupils aboard or not.
9. A written report of all accidents shall be sent to the Transportation Supervisor so that it is received at the

District within 48 hours of the accident.

C. INDEMNIFICATION

10. Contractor shall hold District, its governing board, officers and employees harmless and does hereby indemnify District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents and successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

D. BUS DRIVERS

11. The contractor will require all bus drivers to attend at least one county or regional school bus driver's instruction workshop per year and each driver will be subject to all State and Federal requirements for licensure, drug, alcohol testing and all other requirements. Further, all vehicles used for the transportation of pupils shall be ready and available for inspection as determined by the Minnesota State Highway Patrol. Compensation therefore to be not in addition to what is prescribed in Section K.
12. Student Ridership and Evacuation Drills - Continuing programs will be implemented within the District as a joint responsibility between the Contractor and the District to make the students aware of the rules and regulations of school bus ridership. Evacuation drills and training classes will be held during the year at locations and time identified by the District.
13. Employment Provision - All personnel necessary to perform Contractor's obligations under this Agreement shall be employees of the Contractor and no employee of the Contractor shall be deemed to be an employee of the School District. Contractor shall be responsible for hiring and discharging personnel to perform its obligations under this Agreement, provided, however, that the School District shall have the right to require Contractor to remove from service under this Agreement any employee who, in the School District's sole discretion, is deemed unsuitable for the performance of the transportation services under this Agreement.

Equal Employment Opportunity: Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.

E. ASSIGNMENT OF ROUTES

14. The School District reserves the right to change or alter the routes of travel by giving at least ten days written notice to Contractor. Contractor is given right to cancel this contract on that ground, but shall give immediate notice in writing or intention to terminate, to take effect at the end of the contract school year.
15. All pupils will be picked up on county and township roads and driveways providing the road is in operating condition for bus transportation and proper and adequate turn-arounds and within reasonable distances from homes and roadways or as otherwise specified by District policy or as directed by the Transportation Supervisor.
16. The Contractor is strictly prohibited from allowing transportation on school buses to passengers other than students attending the public schools, those attending non-public schools, or those authorized by state rules and regulations, board policy and approved by the Transportation Supervisor. The Transportation Supervisor will determine eligibility requirements as stipulated by Board Policy for riding on a school bus.
17. It is further stipulated that the School District reserves the right to make such changes in said assignments or bus runs and bus routes that shall be most advantageous to the transportation service. This may mean consolidating two or three runs into one if this results in a savings to the District.
18. Routes and mileage will be directed by the Transportation Supervisor or designee. All scheduling, routing and coordination with the schools will be handled by the Transportation Supervisor. It is, however, understood and agreed that each route and students shall be subject to such changes or corrections as the Transportation Supervisor may direct. The Transportation Supervisor will provide time schedule and route information which will be subject to changes that best suit the transportation service.
19. All buses shall include video surveillance equipment. Any bus added to the fleet will require at least three interior cameras pursuant to District policy.
20. The School District may run a mock disaster drill each year and the contractor and District will collaborate in conducting the drills in the most efficient manner to determine the time and sequence of the events.

F. PURCHASE OF MOTOR FUEL

21. When the price of the fuel, including all taxes, is less than the stated escalator clause, the contractor will order and pay the vendor for the fuel.
22. When the price of the fuel, including all taxes, is more than the stated escalator clause, the contractor, with approval from the District, will order and pay the vendor for the fuel. The cost of the fuel in excess of the stated escalator clause will be billed to the District. The District will pay the contractor within 10 calendar days of the receipt of the bill. A copy of the fuel invoice will be attached to the fuel bill.
23. Only fuel used for the transportation of students is subject to the escalator clause.

24.	<u>Fuel Escalation Clause</u>	<u>2022-23</u>	<u>2023-24</u>
	School District pays to Contractor		
	the cost of diesel fuel that exceeds:	\$4.10/gal.	\$4.10/gal.
	gasoline that exceeds:	\$4.10/gal.	\$4.10/gal.
	propane that exceeds:	\$3.00/gal.	\$3.00/gal.

G. VEHICLE REPLACEMENT SCHEDULE

25. In general, any Type C equipment will be subject to the following replacement schedule:
- Gas conventional buses -- 8 years or 120,000 miles
 - Diesel conventional buses -- 10 years or 150,000 miles (or 12 yrs., 200,000 miles for buses manufactured 1990 or later)
 - Diesel transit buses -- 10 years or 200,000 miles
 - Gas transit buses -- 10 years or 150,000 miles

No buses older than 12 years will be used on a regular route and no buses older than 15 years will be used as a spare.

- a) The School Board reserves the right to make exceptions to this rule on an individual bus basis regarding the suitability of the equipment (i.e. miles, age of vehicle, condition, etc.) when in the judgment of the District the vehicle would appear to meet the District's criteria for safety and service.

All vehicles will pass the annual fall inspection by the Transportation Supervisor and are subject to inspection by the Minnesota State Highway Patrol.

- b) Failure to maintain these standards is cause for the District, at their discretion, to terminate a school bus route with the Contractor and take over that route.
- c) Transportation Supervisor/Contractor shall jointly determine which vehicles are most appropriate to replace.

26. In general, diesel equipped and transit style buses will be considered for a longer depreciable life than gas or propane fueled buses.

27. Type C school buses will be replaced on the same schedule as the Type A school buses.

28. District #22 reserves the right to require the Contractor to replace any bus during the school year should the school be given reason to suspect the capability or condition of the bus. Contractors shall be required to furnish evidence of correct bus mileage such as former assignments, inspection records, etc.
Used buses must be in good mechanical condition including engine, transmission, drive assembly, steering assembly, brakes, etc.

29. Used buses must be available for Highway Patrol inspection by August 16, 2022, and at least

annually thereafter.

H. OPERATION, MAINTENANCE and STORAGE of BUSES

30. Contractors will furnish drivers and pay all operating expenses incidental to the operation of the equipment. Contractors operating more than one bus will be responsible for the supervision of their drivers.

31. Contractors operating six (6) to eleven (11) buses shall be required to furnish one (1) spare bus of not less than 60 passenger capacity.

Contractors operating eleven (11) to twenty (20) buses shall be required to furnish two (2) spare buses of not less than 60 passenger capacity.

32. Contractors will be required to inaugurate a system of road failure relief, including instructions to personnel with sufficient personnel and equipment to restore service.

33. All fleets of more than three (3) buses must operate from a single dispatching center, chosen by the Contractor, and such dispatching center shall be available by telephone at all times during the actual operation of the buses. All buses assigned to a regular route will be radio equipped on an emergency narrow band frequency. Contractor will be required to submit reports to the Business Manager regarding the operation of buses. These reports will include Mileage Claim, Time and Mileage Check, Road Failure of Vehicles, Accident Reports and any other necessary information in connection with the transportation of pupils that may be required.

34. School Bus identification must be covered when buses are used for passenger transportation other than pupil contract operation or field trip assignments within the District.

35. Contractor will provide heated facilities for storage of equipment above freezing. Good heating equipment will be functioning properly in all buses. Contractor note any buses which are not stored in a protected environment.

36. Buses must be swept daily and be kept neat and clean both inside and outside. Buses must be serviced regularly to factory recommendations.

37. All buses shall be numbered pursuant to state and school district requirements.

I. VANDALISM

38. The prices quoted in this transportation contract are based upon the premise that all intentional damage done to the Contractor's equipment by students will be paid for by the students responsible. Drivers will be required to make a physical check of each vehicle before and after each run. If verification cannot be obtained as to who damaged the equipment, the School District will share equally in the repair or replacement of the vandalism.

J. STUDENT DISCIPLINE

39. The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus without authorization. All discipline problems shall be reported in writing following completion of the route and submitted on the District's Google reporting form. Procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

K. RECORDS, REPORTS, DRIVER QUALIFICATIONS

40. The Contractor will maintain records and reports as requested by the School District such as accident reports, load counts, route mileage charts, fuel consumption, bus maintenance, route sheets, driver qualifications, etc.

The Contractor shall submit all reports required by the Minnesota Department of Education (MDE), the State of Minnesota and all other reports or requests for information by the School District.

41. Specific reports which must be submitted to the District are as follows:

- All Minnesota State Highway Patrol School Bus Inspection Reports
- Driver qualification information including driver's license number, social security number, date of birth, drug and alcohol testing information, criminal background check information must be provided to the District prior to driving a bus. The District must also be notified any time changes occur to a driver's qualifications to drive a bus.
- Bus cards
- Monthly bills showing monthly route and extra-curricular charges
- Route mileage and mileage report for each activity
- Route changes
- Driver evaluations
- Other reports required by the state or federal government or District

The contractor hereby agrees to provide the district with duly licensed and qualified bus drivers at all times. It is the contractor's responsibility to provide the district with drivers who meet all the requirements for driver licensure and other standards, such as drug/alcohol testing, criminal background checks, and vehicle driving records. The district shall have access to any and all driver records upon demand.

L. FAILURE TO DELIVER & PENALTIES

42. If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

M. CONTRACT RATES

43. **Rates:**
 Contractor Area: the geographical sector of the School District, generally north/northeast of Detroit Lakes, as served presently by regular routes #’s 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 bus routes (12 bus routes). In the event the district redefines the current designated transportation area served by the contractor, the district and contractor would meet and discuss the renegotiation of the rates for the routes that were changed due to redefining the transportation area.

Route #	2022-23 Rates Per Month	2023-24 Rates Per Month
21	\$7825	\$9420
22	\$7170	\$7530
23	\$7360	\$9202
24	\$7710	\$8095
25	\$7715	\$8100
26	\$7050	\$8605
27	\$8220	\$8631
28	\$8120	\$9730
29	\$8195	\$8605
30	\$8055	\$8460
31	\$7405	\$7775
32	\$7850	\$9627
Extra-Curricular Trip Rates	2022-23	2023-24
Extra-Curricular (outside city limits)	\$2.85/mile + \$22/hr	\$2.95/mile + \$23/hr

For purposes of this contract, the definition of "city" are those students whose residence is within the city limits of Detroit Lakes as outlined on the GIS City limits and School District boundaries outlined on the District website. <https://gis-server.co.becker.mn.us/link/jsfe/index.aspx> (city limits)

Special Needs transportation services - vehicles must be equipped with shoulder/seat belts.

	<u>2022-23</u>	<u>2023-24</u>
Regular School Term	<u>N/A</u> per mo./stu.	<u>N/A</u> per mo./stu.

Between school or site transportation service, for example, from High School to Middle School, to Snappy Park, or to DL Mountain.

	<u>2022-23</u>	<u>2023-24</u>
a) One-Way	<u>\$75 per event</u> <u>or Extra Curricular rate</u> <u>(whichever is higher)</u>	<u>\$75 per event + Extra Curricular Rate</u>

Special Needs During School Year Between Bldg./Special Trips.

	<u>2022-23</u>	<u>2023-24</u>
a)Round Trip	<u>N/A per day</u>	<u>N/A per day</u>
b)One Way	<u>N/A per day</u>	<u>N/A per day</u>

Special Needs Extended School in the summer (about 6 weeks).

	<u>2022-23</u>	<u>2023-24</u>
a)Round Trip	<u>N/A per day</u>	<u>N/A per day</u>
b)One Way	<u>N/A per day</u>	<u>N/A per day</u>

For the purpose of interpretation of Special Education Summer School transportation, the student rate per day shall be used rather than a calendar month located at Roosevelt and the High School. Special Ed is not an exclusive service and the District will determine contractor services.

44. The Contractor will provide complete student bus cards and a listing for each year, by September 30, for each bus route number, listing the order and time of pickup for rural students, and including the city (regular, hazardous and non-public) students transported to school. The Contractor will furnish other statistical information as needed by the MDE for transportation aids, etc.

All billings must be submitted within thirty (30) days or payment will not be made by the District to the Contractor. For example, the last date a Contractor can bill the District for transportation services for October transportation shall be December 1st.

45. Route Start-Up Cost. In the event the Contractor is required by the District to add an additional route during the year to reduce average riding time, a one time payment of \$10,000 shall be made in the preceding year/month in which the route is added. Similarly, if a route is dropped, the Contractor shall reimburse the School District in the amount of \$10,000 spread equally in payments of \$1,250 over the eight month period of October through May.

N. PAYMENT SCHEDULE

46. Payments - The School District shall pay the Contractor on or about the 5th working day of the month if invoices are submitted by the end of the 1st working day of the month. If the invoices are not submitted by the deadline, the invoices will be included in the regular claims submitted to the Board meeting on the 3rd Monday of the month, mailed the following day.

On or about:

Sept. 5 - \$10,000 for Schultz
Balance payable after approval of final billing

- 47. The District reserves the right to withhold payment if the contract is not being completed to the satisfaction of the District.

IN WITNESS WHEREOF we have hereunto set our hands and seals this

_____ day of _____, 2023.

Chairman

Clerk

Treasurer

Executed pursuant to resolution of School Board

Contractor

DATE: September 18, 2023

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Revision to 2022-24 Pupil Transportation Contract with Olander Bus Service**

Each year the District reviews transportation routes and makes recommended adjustments. Due to changes for Special Education transportation needs, the District worked with Olander Bus Service to revise monthly contracted rates for Special Education transportation.

District Administration and Transportation Committee recommend approval for the revised contract.

SCHOOL BUS TRANSPORTATION CONTRACT

**Independent School District #22
and
Olander Bus Service, Inc.**

2022-2024

THIS AGREEMENT made and entered this 1st day of July, 2022 by and between Independent School District No. 22 of Becker County, Minnesota, hereinafter referred to as "School District", and Olander Bus Service, Inc. of Detroit Lakes, Minnesota, hereinafter referred to as "Contractor".

For the consideration herein expressed, Contractor agrees with the School District:

A. CONTRACT DURATION and CONDITIONS

1. To transport public and non-public school pupils, as designated by the School Board, over school bus routes numbered routes numbered 1,2,3,4,5,6,7,9,14,15,17, 53, 55 or as specified by the School Board, for one round trip per school day to and from the public school and to transport students to and from extra-curricular activities or events between schools/sites as specified or requested by the School District.

It is mutually agreed that the term of this contract shall be for a period of two school years, commencing on the 1st day of July, 2022, and ending on the 30th day of June, 2024, for which transportation service the School District agrees to pay and the Contractor agrees to receive the sum of \$ See rate schedule under Section M per route or extra-curricular activity, payable monthly.

Transportation equipment that will be used is listed on the Vehicle Roster and includes the bus number, year model, chassis make, body make, capacity, and bus mileage.

2. A tentative school calendar for each school year detailing vacation days and actual school days is attached.
3. Should the schools be closed for any cause whatsoever, the Board of Education shall not be liable for payment for service under the contract during the period of such closing.
4. Pursuant to Minnesota Statute 123B.52, contracts shall be for a two-year term (2022-24) and shall include the following conditions:
 - This is the contract between the School District and Bus Contractor for 2022-24.
 - In order to establish justification and to make decisions as to the validity of Contractor requests for increased charges to the District for services, the District reserves the right to have a qualified third party evaluate the Contractor's operating cost records and issue an opinion relative to the justification for cost increases.

- Special requirements of either party to the contract not covered in specifications may be negotiated at the option of the District.
- Other reasons for reviewal shall include, but are not limited to, the District's continued need for the contracted service.
- It shall be understood that in no way will provisions of contract supersede or exclude any provisions, conditions or specifications included in the District's Invitation to Bidders. The District reserves the right to accept or reject any contract or term of conditions thereof.
- Contracts pursuant to this bid shall take effect the first school day in September, 2022.

5. Contract not Assignable - The Contractor shall not assign or sublet said contract or any part of said contract without the written consent of the School District and, in the event of violation of such provision of contract, the same is forthwith subject to cancellation by the Board of Education.

B. INSURANCE

6. Public Liability Insurance

A) The Contractor shall maintain during the life of this contract, Automobile Public Liability Insurance in the amount of at least \$1,000,000/per person/per incident bodily injury/liability. Property damage liability insurance shall be \$250,000 with personal injury protection (no fault), \$20,000 medical and \$20,000 work loss. The Contractor shall also furnish a \$2,000,000 umbrella. The Contractor shall file with the Business Manager of the School District a certificate issued by the insurance company certifying to the insurance coverage and limits of such insurance coverage by no later than August 15th, prior to the start of each school year, and within 30 days after the anniversary date of the insurance policy.

B) The District, for the period of July 1, 2022, through June 30, 2024, shall cost share in the insurance premium increase to the extent of reimbursing the bus contractor for 50% of the premium increase on the \$2,000,000 umbrella when and if the insurance premium increase exceeds \$3,000 over the previous year's premium.

- 7. The Contractor shall come under the Minnesota Employee's Liability Laws as provided by law and shall maintain such insurance as will protect the Contractor and the School District from claims under the Workers' Compensation Act, and from any other claims or damages for personal injury, including death, which may arise from operations under the contract; whether such operations be by the Contractor or anyone directly or indirectly employed. Certificate of such insurance shall be filed with the Clerk of the School District.
- 8. Bus drivers are to report all accidents involving buses used for transportation of District pupils immediately to the bus company, whose duty it will be to inform the Transportation Supervisor via telephone within one-half hour of any accident, regardless of extent, which involves any bus with pupils aboard or not.

9. A written report of all accidents shall be sent to the Transportation Supervisor so that it is received at the District within 48 hours of the accident.

C. INDEMNIFICATION

10. Contractor shall hold District, its governing board, officers and employees harmless and does hereby indemnify District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents and successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

D. BUS DRIVERS

11. The contractor will require all bus drivers to attend at least one county or regional school bus driver's instruction workshop per year and each driver will be subject to all State and Federal requirements for licensure, drug, alcohol testing and all other requirements. Further, all vehicles used for the transportation of pupils shall be ready and available for inspection as determined by the Minnesota State Highway Patrol. Compensation therefore to be not in addition to what is prescribed in Section K.
12. Student Ridership and Evacuation Drills - Continuing programs will be implemented within the District as a joint responsibility between the Contractor and the District to make the students aware of the rules and regulations of school bus ridership. Evacuation drills and training classes will be held during the year at locations and time identified by the District.
13. Employment Provision - All personnel necessary to perform Contractor's obligations under this Agreement shall be employees of the Contractor and no employee of the Contractor shall be deemed to be an employee of the School District. Contractor shall be responsible for hiring and discharging personnel to perform its obligations under this Agreement, provided, however, that the School District shall have the right to require Contractor to remove from service under this Agreement any employee who, in the School District's sole discretion, is deemed unsuitable for the performance of the transportation services under this Agreement.

Equal Employment Opportunity: Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities

regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.

E. ASSIGNMENT OF ROUTES

14. The School District reserves the right to change or alter the routes of travel by giving at least ten days written notice to Contractor. Contractor is given right to cancel this contract on that ground, but shall give immediate notice in writing or intention to terminate, to take effect at the end of the contract school year.
15. All pupils will be picked up on county and township roads and driveways providing the road is in operating condition for bus transportation and proper and adequate turn-arounds and within reasonable distances from homes and roadways or as otherwise specified by District policy or as directed by the Transportation Supervisor.
16. The Contractor is strictly prohibited from allowing transportation on school buses to passengers other than students attending the public schools, those attending non-public schools, or those authorized by state rules and regulations, board policy and approved by the Transportation Supervisor. The Transportation Supervisor will determine eligibility requirements as stipulated by Board Policy for riding on a school bus.
17. It is further stipulated that the School District reserves the right to make such changes in said assignments or bus runs and bus routes that shall be most advantageous to the transportation service. This may mean consolidating two or three runs into one if this results in a savings to the District.
18. Routes and mileage will be directed by the Transportation Supervisor or designee. All scheduling, routing and coordination with the schools will be handled by the Transportation Supervisor. It is, however, understood and agreed that each route and students shall be subject to such changes or corrections as the Transportation Supervisor may direct. The Transportation Supervisor will provide time schedule and route information which will be subject to changes that best suit the transportation service.
19. All buses shall include video surveillance equipment. Any bus added to the fleet will require at least three interior cameras pursuant to District policy.
20. The School District may run a mock disaster drill each year and the contractor and District will collaborate in conducting the drills in the most efficient manner to determine the time and sequence of the events.

F. PURCHASE OF MOTOR FUEL

21. When the price of the fuel, including all taxes, is less than the stated escalator clause, the contractor will order and pay the vendor for the fuel.
22. When the price of the fuel, including all taxes, is more than the stated escalator clause, the

contractor, with approval from the District, will order and pay the vendor for the fuel. The cost of the fuel in excess of the stated escalator clause will be billed to the District. The District will pay the contractor within 10 calendar days of the receipt of the bill. A copy of the fuel invoice will be attached to the fuel bill.

23. Only fuel used for the transportation of students is subject to the escalator clause.

<u>24. Fuel Escalation Clause</u>	<u>2022-23</u>	<u>2023-24</u>
School District pays to Contractor		
the cost of diesel fuel that exceeds:	\$4.10/gal.	\$4.10/gal.
gasoline that exceeds:	\$4.10/gal.	\$4.10/gal.
propane that exceeds:	\$3.00/gal.	\$3.00/gal.

G. VEHICLE REPLACEMENT SCHEDULE

25. In general, any Type C equipment will be subject to the following replacement schedule:
- Gas conventional buses -- 8 years or 120,000 miles
 - Diesel conventional buses -- 10 years or 150,000 miles (or 12 yrs., 200,000 miles for buses manufactured 1990 or later)
 - Diesel transit buses -- 10 years or 200,000 miles
 - Gas transit buses -- 10 years or 150,000 miles

No buses older than 12 years will be used on a regular route and no buses older than 15 years will be used as a spare.

- a) The School Board reserves the right to make exceptions to this rule on an individual bus basis regarding the suitability of the equipment (i.e. miles, age of vehicle, condition, etc.) when in the judgment of the District the vehicle would appear to meet the District's criteria for safety and service.

All vehicles will pass the annual fall inspection by the Transportation Supervisor and are subject to inspection by the Minnesota State Highway Patrol.

- b) Failure to maintain these standards is cause for the District, at their discretion, to terminate a school bus route with the Contractor and take over that route.
- c) Transportation Supervisor/Contractor shall jointly determine which vehicles are most appropriate to replace.

26. In general, diesel equipped and transit style buses will be considered for a longer depreciable life than gas or propane fueled buses.

27. Type C school buses will be replaced on the same schedule as the Type A school buses.

28. District #22 reserves the right to require the Contractor to replace any bus during the school year should the school be given reason to suspect the capability or condition of the bus. Contractors shall be required to furnish evidence of correct bus mileage such as former assignments, inspection records, etc.

Used buses must be in good mechanical condition including engine, transmission, drive assembly,

steering assembly, brakes, etc.

29. Used buses must be available for Highway Patrol inspection by August 16, 2024, and at least annually thereafter.

H. OPERATION, MAINTENANCE and STORAGE of BUSES

30. Contractors will furnish drivers and pay all operating expenses incidental to the operation of the equipment. Contractors operating more than one bus will be responsible for the supervision of their drivers.
31. Contractors operating six (6) to eleven (11) buses shall be required to furnish one (1) spare bus of not less than 60 passenger capacity.

Contractors operating eleven (11) to twenty (20) buses shall be required to furnish two (2) spare buses of not less than 60 passenger capacity.

32. Contractors will be required to inaugurate a system of road failure relief, including instructions to personnel with sufficient personnel and equipment to restore service.
33. All fleets of more than three (3) buses must operate from a single dispatching center, chosen by the Contractor, and such dispatching center shall be available by telephone at all times during the actual operation of the buses. All buses assigned to a regular route will be radio equipped on an emergency narrow band frequency. Contractor will be required to submit reports to the Business Manager regarding the operation of buses. These reports will include Mileage Claim, Time and Mileage Check, Road Failure of Vehicles, Accident Reports and any other necessary information in connection with the transportation of pupils that may be required.
34. School Bus identification must be covered when buses are used for passenger transportation other than pupil contract operation or field trip assignments within the District.
35. Contractor will provide heated facilities for storage of equipment above freezing. Good heating equipment will be functioning properly in all buses. Contractor note any buses which are not stored in a protected environment.
36. Buses must be swept daily and be kept neat and clean both inside and outside. Buses must be serviced regularly to factory recommendations.
37. All buses shall be numbered pursuant to state and school district requirements.

I. VANDALISM

38. The prices quoted in this transportation contract are based upon the premise that all intentional damage done to the Contractor's equipment by students will be paid for by the students responsible. Drivers will be required to make a physical check of each vehicle before and after each run. If verification cannot be obtained as to who damaged the equipment, the School District will share equally in the repair or replacement of the vandalism.

J. STUDENT DISCIPLINE

39. The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus without authorization. All discipline problems shall be reported in writing following completion of the route and submitted on the District's Google reporting form. Procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

K. RECORDS, REPORTS, DRIVER QUALIFICATIONS

40. The Contractor will maintain records and reports as requested by the School District such as accident reports, load counts, route mileage charts, fuel consumption, bus maintenance, route sheets, driver qualifications, etc.

The Contractor shall submit all reports required by the Minnesota Department of Education (MDE), the State of Minnesota and all other reports or requests for information by the School District.

41. Specific reports which must be submitted to the District are as follows:

- All Minnesota State Highway Patrol School Bus Inspection Reports
- Driver qualification information including driver's license number, social security number, date of birth, drug and alcohol testing information, criminal background check information must be provided to the District prior to driving a bus. The District must also be notified any time changes occur to a driver's qualifications to drive a bus.
- Bus cards
- Monthly bills showing monthly route and extra-curricular charges
- Route mileage and mileage report for each activity
- Route changes
- Driver evaluations
- Other reports required by the state or federal government or District

The contractor hereby agrees to provide the district with duly licensed and qualified bus drivers at all times. It is the contractor's responsibility to provide the district with drivers who meet all the requirements for driver licensure and other standards, such as drug/alcohol testing, criminal background checks, and vehicle driving records. The district shall have access to any and all driver records upon demand.

L. FAILURE TO DELIVER & PENALTIES

42. If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

M. CONTRACT RATES

43. **Rates:**

Contractor Area: the geographical sector of the School District, generally north/northeast of Detroit Lakes, as served presently by regular routes #s 1, 2, 3, 4, 5, 6, 7, 9, 14, 15, 17, 53, 55 bus routes (13 bus routes) and the special needs transportation routing as served by routes #10,11,12,16, 19, and 20. In the event the district redefines the current designated transportation area served by the contractor, the district and contractor would meet and discuss the renegotiation of the rates for the routes that were changed due to redefining the transportation area.

Route #	2022-23 Rates Per Month	2023-24 Rates Per Month
1	\$9405	\$9875
2	\$7350	\$7720
3	\$6485	\$6810
4	\$7745	\$8135
5	\$6500	\$6825
6	\$6165	\$6475
7	\$8340	\$8760
9	\$7520	\$7900
14	\$8165	\$8575
15	\$9850	\$10345
17	\$8340	\$8590
53	\$5895	\$6075
55	\$3750	\$3865
Extra-Curricular Trip Rates	2022-23	2023-24
Extra-Curricular (outside city limits)	\$2.85/mile + \$33/hr or \$85.00/hr	\$2.90/mile + \$35/hr or \$95.00/hr

For purposes of this contract, the definition of "city" are those students whose residence is within the city limits of Detroit Lakes as outlined on the GIS City limits and School District boundaries outlined on the District website. <https://gis-server.co.becker.mn.us/link/jsfe/index.aspx> (city limits)

Special Needs transportation services - vehicles must be equipped with shoulder/seat belts.

	<u>2022-23</u>	<u>2023-24</u>
Regular School Term	<u>\$10,750 per month</u> (6.5 Routes)	<u>\$11,850 per month</u> 6.5 Routes

Between school or site transportation service, for example, from High School to Middle School, to Snappy Park, or to DL Mountain.

	<u>2022-23</u>	<u>2023-24</u>
a) One-Way	<u>\$36.50</u> per day	<u>\$37.60</u> per day

Special Needs During School Year Between Bldg./Special Trips.

	<u>2022-23</u>	<u>2023-24</u>
a) Round Trip	\$85.00/hr	\$90.00/hr
b) One Way	\$42.50 one way	\$45.00 one way

Special Needs Extended School in the summer (about 6 weeks).

	<u>2022-23</u>	<u>2023-24</u>
	<u>\$117.50</u> per day	<u>\$125.00</u> per day

*Single tier routes assumed

*Assuming all Intra-Day SPED contracted service with the exception of the District run suburban routes already established from 2019-20

For the purpose of interpretation of Special Education Summer School transportation, the student rate per day.

Extra-Curricular trips will only be paid when driven and will not be paid in the event of school closure (snow days, COVID, etc.), event cancellation or any non-school days. All special education trips excluding WE BC and Central Market are considered extra-curricular.

Special Ed is not an exclusive service and the District will determine contractor services.

44. The Contractor will provide complete student bus cards and a listing for each year, by September 30, for each bus route number, listing the order and time of pickup for rural students, and including the city (regular, hazardous and non-public) students transported to school. The Contractor will furnish other statistical information as needed by the MDE for transportation aids, etc.

All billings must be submitted within thirty (30) days or payment will not be made by the District to the Contractor. For example, the last date a Contractor can bill the District for transportation services for October transportation shall be December 1st.

45. Route Start-Up Cost. In the event the Contractor is required by the District to add an additional route during the year to reduce average riding time, a one time payment of \$10,000 shall be made in the preceding year/month in which the route is added. Similarly, if a route is dropped, the Contractor

shall reimburse the School District in the amount of \$10,000 spread equally in payments of \$1,250 over the eight month period of October through May.

N. PAYMENT SCHEDULE

Payments - The School District shall pay the Contractor on or about the 5th working day of the month if invoices are submitted by the end of the 1st working day of the month. If the invoices are not submitted by the deadline, the invoices will be included in the regular claims submitted to the Board meeting on either the 2nd or 4th Monday of the month, mailed the following day.

By September 5th annually, a \$15,000 advance payment will be made with the balance payable after approval of final billing.

- 47. The District reserves the right to withhold payment if the contract is not being completed to the satisfaction of the District.

IN WITNESS WHEREOF we have hereunto set our hands and seals this

_____ day of _____, 2023.

Chairman

Clerk

Treasurer

Executed pursuant to resolution of School Board

Contractor

DATE: September 18, 2023

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Certification of Proposed 2023 Tax Levy Payable in 2024
for the 2024-25 School Year**

The school board is required to certify to the county auditor of Otter Tail and Becker County the school district's preliminary 2023 Payable 2024 Property Tax Levy by September 30, 2023. The district will certify the maximum levy, as certifying the preliminary levy in this manner allows for adjustments prior to the final levy certification in December. Attached are pages 30 and 31 of the Levy Limitation and Certification document from the Minnesota Department of Education (MDE) which show detailed levy amounts broken down by category.

Preliminary figures indicate that the school district portion of the property tax levy increased by 5.05% from a year ago to \$9,496,418.97. Last year's levy amount was \$9,039,571.75. The figures presented are preliminary and may change in the coming months.

During the regularly scheduled board meeting on Monday, December 18th at 6:00 PM, the school board will discuss the payable 2024 levy and the current year budget (Fiscal Year 2024). At this meeting there will be an opportunity for the public to speak. The final levy certification will be approved at the same meeting.

Administration and Finance Committee recommends to approve the maximum for 2023 Payable 2024 Proposed Property Tax Levy.

I. COMPUTATION OF 2023 PAYABLE 2024 LEVY LIMITATION BY FUND (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	INITIAL LEVY LIMITATION	LIMITATION ADJUSTMENTS	ABATEMENT ADJUSTMENTS	OFFSET ADJUSTMENTS	TAC/MAX EFF ADJUSTMENT	MAXIMUM LEVY LIMITATION
GEN-RMV VOTER-EXEMP			N/A			
GEN-RMV OTHER-EXEMP	2,553,972.78	100,571.95-	N/A			2,453,400.83
GEN-NTC VOTER-EXEMP			N/A			
GEN-NTC OTHER-GENED	N/A	N/A	N/A			N/A
GEN-NTC OTHER-EXEMP	2,196,432.03	126,462.74-	218.18-	N/A	N/A	2,069,751.11
TOTAL GENERAL	4,750,404.81	227,034.69-	218.18-			4,523,151.94
COM SERV-EXEMP	246,969.96	4,284.24-	14.62-			242,671.10
DEBT-VOTER-NONEXEMP	4,101,333.00	146,288.31-	.94-			3,955,043.75
DEBT-OTHER-NONEXEMP	805,255.87	29,703.69-				775,552.18
TOTAL DEBT SERV	4,906,588.87	175,992.00-	.94-			4,730,595.93
OPEB-VOTER-NONEXEMP						
OPEB-OTHER-NONEXEMP						
TOTAL OPEB/PENSION						
TOTAL	9,903,963.64	407,310.93-	233.74-			9,496,418.97

II. COMPARISON OF 2022 PAYABLE 2023 LEVY LIMITATION WITH 2023 PAYABLE 2024 LEVY LIMITATION (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	2022 PAY 2023 LIMITATION	2023 PAY 2024 LIMITATION	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	4,084,516.28	4,523,151.94	438,635.66	10.74
COMMUNITY SERVICE	230,761.51	242,671.10	11,909.59	5.16
GENERAL DEBT SERVICE	4,724,293.96	4,730,595.93	6,301.97	.13
OPEB DEBT SERVICE				
TOTAL	9,039,571.75	9,496,418.97	456,847.22	5.05

III. COMPARISON OF 2022 PAYABLE 2023 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS WITH 2023 PAYABLE 2024 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS:

FUND	2022 PAY 2023 CERTIFIED LEVY + ADJUSTMENTS	2023 PAY 2024 CERTIFIED LEVY + ADJUSTMENTS	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	4,084,516.28			
COMMUNITY SERVICE	230,761.51			
GENERAL DEBT SERVICE	4,724,293.96			
OPEB DEBT SERVICE				
TOTAL AFTER ADJUSTMENTS	9,039,571.75			

LINE #	LIMITATION COMPONENTS	2022 PAY 2023 LIMITATION	2022 PAY 2023 CERTIFIED LEVY	2023 PAY 2024 LIMITATION	2023 PAY 2024 PROPOSED LEVY	2023 PAY 2024 CERTIFIED LEVY NOTES
SUBTOTALS BY LEVY CATEGORY						
(5001)	GENERAL-RMV VOTER					
(5002)	GENERAL-RMV OTHER	2,192,706.10	2,192,706.10	2,453,400.83		
(5003)	GENERAL-NTC VOTER					
(5004)	GENERAL-NTC OTHER	1,891,810.18	1,891,810.18	2,069,751.11		
(5009)	COMMUNITY SERV-NTC OTHER	230,761.51	230,761.51	242,671.10		
(5013)	GENL DEBT-NTC VOTER	3,936,600.62	3,936,600.62	3,955,043.75		*1
(5014)	GENL DEBT-NTC OTHER	787,693.34	787,693.34	775,552.18		*1
(5020)	OPEB DEBT-NTC VOTER					
(5021)	OPEB DEBT-NTC OTHER					
SUBTOTALS BY FUND						
(5005)	GENERAL FUND	4,084,516.28	4,084,516.28	4,523,151.94		
(5009)	COMMUNITY SERVICES FUND	230,761.51	230,761.51	242,671.10		
(5015)	GENERAL DEBT SERVICE FUND	4,724,293.96	4,724,293.96	4,730,595.93		
(5022)	OPEB/PENSION DEBT SERVICE FUND					
SUBTOTALS BY TAX BASE						
	REFERENDUM MARKET VALUE	2,192,706.10	2,192,706.10	2,453,400.83		
	NET TAX CAPACITY	6,846,865.65	6,846,865.65	7,043,018.14		
SUBTOTALS BY TRUTH IN TAXATION CATEGORY						
	VOTER APPROVED	3,936,600.62	3,936,600.62	3,955,043.75		
	OTHER	5,102,971.13	5,102,971.13	5,541,375.22		
TOTAL LEVY						
	TOTAL LEVY	9,039,571.75	9,039,571.75	9,496,418.97		

ALLOWABLE INCREASE

ALLOWABLE INCREASE AMOUNT

MAXIMUM ALLOWABLE CERTIFIED LEVY

FOOTNOTES:

*1 SCHOOL BUILDING BOND AGRICULTURAL CREDIT WILL BE CALCULATED USING THE GENERAL DEBT SERVICE LEVY CATEGORIES

NOTE TO SCHOOL DISTRICTS: MUST CERTIFY PROPOSED AND FINAL LEVIES VIA THE WEB-BASED LEVY CERTIFICATION SYSTEM AVAILABLE ON THE MDE WEBSITE, [HTTP://EDUCATION.STATE.MN.US](http://EDUCATION.STATE.MN.US).

Detroit Lakes Public School District No. 22

September 15, 2023

Property Tax Levy and Rate Summary, Taxes Payable in 2023 and 2024

	Actual Taxes Payable in 2023	Preliminary Estimate of Taxes Payable in 2024	Estimated Change in Annual Taxes	Estimated % Change
RMV-Based Levies	\$2,192,706	\$2,453,401	\$260,695	11.89%
General Debt Service	\$4,724,294	\$4,730,596	\$6,302	0.13%
Other NTC-Based Levies	\$2,122,572	\$2,349,732	\$227,161	10.70%
Total Adjusted Levies	\$9,039,572	\$9,533,729	\$494,157	5.47%

Type of Property	Estimated Market Value	Estimated Annual School District Property Taxes			
Residential Homestead	\$100,000	\$224	\$214	-\$10	-4.5%
	150,000	370	352	-18	-4.9%
	200,000	516	490	-26	-5.0%
	250,000	662	628	-34	-5.1%
	300,000	807	767	-40	-5.0%
	350,000	953	905	-48	-5.0%
	400,000	1,099	1,043	-56	-5.1%
	500,000	1,377	1,306	-71	-5.2%
	750,000	2,180	2,065	-115	-5.3%
1,000,000	2,982	2,824	-158	-5.3%	
Commercial/Industrial	\$100,000	\$367	\$346	-\$21	-5.7%
	250,000	1,008	948	-60	-6.0%
	500,000	2,153	2,023	-130	-6.0%
	1,000,000	4,444	4,173	-271	-6.1%
Agricultural Homestead (dollars per acre) **	\$4,000	\$1.89	\$1.80	-\$0.09	-4.8%
	5,000	2.36	2.25	-0.11	-4.7%
	6,000	2.83	2.69	-0.14	-4.9%
Agricultural Non-Homestead (dollars per acre) **	\$4,000	\$3.78	\$3.59	-\$0.19	-5.0%
	5,000	4.72	4.49	-0.23	-4.9%
	6,000	5.67	5.39	-0.28	-4.9%
Seasonal Recreational Residential	100,000	\$183	\$169	-\$14	-7.7%
	200,000	365	337	-28	-7.7%
	300,000	548	506	-42	-7.7%
	400,000	731	675	-56	-7.7%
	500,000	914	844	-70	-7.7%
	750,000	1,485	1,371	-114	-7.7%
	1,000,000	2,056	1,898	-158	-7.7%

Key Assumptions:

1. Preliminary Pay 24 RMV and NTC values are assumed to grow by 12% as compared to taxes payable 2023.
 2. Assumes no change in the value of individual parcels of property from 2023 to 2024 taxes. If the value of a parcel increased, the change in taxes will be larger than shown above.
 3. Taxes payable in 2024 are based on latest estimates of proposed levy, as of the date above.
- ** For agricultural property, estimates above are based on the average value per acre of agricultural land and buildings. The estimated tax impact includes a 70% reduction on the portion attributable to school debt taxes due to the School Building Bond Agricultural Credit. The house, garage, and one acre of land (HGA) would pay taxes at the same rate as residential homestead property. For property owners with greater than \$2.15 million of agricultural homestead land and buildings, a portion of the property will be taxed according to the higher non-homestead rate.

DATE: September 18, 2023

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Additional Staffing Request - Rossman Elementary**

Rossman Elementary

Special Education Assistant - 0.75 FTE

The addition of a 0.75 Special Education Assistant is being requested to support building needs in Special Education. The position will be for the remainder of the 2023-24 school year only.

Administration and Finance Committee recommends approval.



**ADDITIONAL STAFFING PROPOSAL FORM
BUDGET YEAR: 2023-2024**

Instructions:

1. Must be complete for all positions requested after the approval of the annual staffing plan.
2. Make a copy for each position requested.
3. Administrative approval required.
4. Approved proposals will be presented to the School Board for review.

Name of the Building: Rossman Elementary

Topic of Proposal: Special Education Education Assistant - PT 29.75 hours/wk

Submitted By: Emily Sternberg

Date: 9/6/2023

Date to be Implemented: ASAP

Person responsible to Recommend to Superintendent: Karen Nudell - Special Education Director

Recommendation by person responsible: Special Education Administration recommends this position due to unplanned student Individualized Education Plans of incoming Kindergarten students.

Complete a description of your program proposal. All six(6) areas must be addressed and support the proposal. The proposal should be as comprehensive as possible and must support the district philosophy.

1. Describe the proposal for funding:

Additional para support needed for new Kindergarten students.



**ADDITIONAL STAFFING PROPOSAL FORM
BUDGET YEAR: 2023-2024**

2. Explain in detail the rationale or purpose of the proposal. (Please relate, if possible, the rationale to the previously identified high priority needs):

Safety concerns for students (eloping, disruption, behavioral redirection)

3. State the negative implications if the proposal is not approved:

Student safety concerns, disruptions to the general education learning environment.

4. List alternative actions if this proposal is not approved. It is assumed that any alternative listed is less desirable than the proposal.

Students Least Restrictive Environment/LRE and learning gap may be impacted due to inability to access the general education setting with typical peers.

5. Estimate the cost implications of this proposal on the following chart:

PROPOSAL BUDGET - PART TIME 29.75 hours/wk

PERSONNEL	NUMBER REQUESTED	ESTIMATED COST	REIMBURSEMENT	NET COST
Salary/Wages	0.75 FTE	\$16,000.00		
Benefits:	FICA/PERA	\$2,600.00		
Subtotal:		\$18,600.00		



**ADDITIONAL STAFFING PROPOSAL FORM
BUDGET YEAR: 2023-2024**

OTHER COSTS	NA	ESTIMATED COST	REIMBURSEMENT	NET COST
Supplies:	X			

Capital Outlay:	X			
Other Expenses:	X			
Subtotal:	X			

NET COST		\$18,600.00		
Code:	State Special Education (FIN 740)			

6. Comments on budgetary items:

a. Equipment, remodeling, site improvement, etc:	NA
b. Review by Business Office before Superintendents approval:	
c. Space implications (short/long range):	NA
d. Equity implications:	Students ability to access regular ed setting without support
e. Technology implications:	NA
f. Suggested timelines for implementations:	ASAP
g. Who has been involved in this decision? Other comments:	Karen Nudell, Christin Mohr, Ali Braukmann

Approve: Disapprove: Hold: Date: _____

Form must be routed to Human Resources and the Director of Finance and Operations for review.

CITY OF DETROIT LAKES AND SCHOOL DISTRICT #22
SCHOOL LIAISON OFFICER SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of January, 2007 by and between the City of Detroit Lakes and Independent School District #22, hereinafter respectively referred to as "the City" and "District #22", both parties being governmental entities and political subdivisions of the State of Minnesota,

WITNESSETH:

Whereas the City and District #22 presently have in place an agreement executed in 2001 ("2001 Agreement") by which the parties will provide for a Police Liaison Officer to be stationed at District #22;

Whereas, the Parties have reviewed the 2001 Agreement and have determined that it incorrectly describes the relationship between the parties as a Joint Powers Agreement;

Whereas, the Parties do wish to replace the 2001 Agreement with the Agreement provided below to describe their agreement by which District #22 agrees to purchase Police Liaison Officer services from the City and the City agrees to provide such services to District #22;

Whereas, the City Council of the City has the power to provide for the protection of life and property within the City;

Whereas, the Board of Education of District #22 has the management, jurisdiction and control of the Detroit Lakes Public Schools situated within the City of Detroit Lakes; and

Whereas, the Board of Education of District #22 has the implied power to provide for the protection of life and property at the Schools and upon School property and conveyances; and

Whereas, it has been determined that it is in the public interest to have police services furnished to District #22 in addition to the services that would be provided in the absence of this Agreement;

NOW THEREFORE, the City and District #22 do hereby agree and contract as follows:

1. School Liaison Officer. The services of one full-time duly certified police officer of the Detroit Lakes Police Department, shall be assigned by the City to District #22, for 8 hours of each day, beginning the first day of the regular school year through the last day of the regular school year, excepting the days when students are not in attendance and when the officer is excused from duty due to approved absences by the Chief of Police.
2. Assignment. The City shall assign a licensed police officer, employed by the City with all necessary police equipment, including an automobile when needed in the judgment of the Chief

of Police to enable the proper performance of the duties assigned under this Agreement. The Police Liaison Officer shall, while on duty at District #22, be stationed on the campus of District #22 and shall devote the majority of the Police Liaison Officer's time to performing duties assigned hereunder; except that in an emergency the Police Chief shall have the authority to reassign the officer off and away from the campus for a temporary period of time. The officer shall be free to move about the community in carrying out assigned duties.

3. Duties. It shall be the primary function of the Police Liaison Officer, while on duty at District #22, to take reasonable steps and employ lawful and accepted police measures for the protection of life and property at District #22. Specific functions shall include providing emergency first aid, building security assistance to school patrol advisors, other security functions as may be necessary, security assistance on behalf of District #22 in connection with parking and traffic control, and when circumstances permit, the furnishing of general information to guests and visitors.

4. Supervision. The Police Liaison Officer shall, while on duty at District #22, remain at all times under the direct control and supervision of the Chief of Police of the City and shall in no sense be considered an employee of District #22. The Chief of Police shall, in supervising the Police Liaison Officer, confer with the administration of District #22 as to the manner in which the Police Liaison Officer should perform the functions assigned hereunder in any given circumstance. The Chief of Police will confer with District #22 Administration on the selection of the Police Liaison Officer assigned by the City to the School. The Police Liaison Officer shall communicate regularly with building principals to identify concerns and exchange information.

5. Police Liaison Officer Employment Contract. The Police Liaison Officer is not and shall not be construed to be, an employee of District #22. The City shall be solely responsible for compensation and benefits for the Police Liaison Officer according to the City's policies and labor union agreement. The City shall be responsible for any and all claims of the Police Liaison Officer that may arise under the unemployment compensation or workers' compensation and all employment related claims including, but not limited to, claims of discrimination or harassment of any nature and the City shall defend, indemnify and hold District #22 harmless from such claims. The Police Liaison Officer shall neither require nor be entitled to any compensation or employment rights or benefits of any kind from District #22.

6. Cost Sharing. Cost sharing under this Agreement shall be on a 50%-50% formula basis with the City paying 50% of the cost and District #22 paying 50% of the cost. Costs shall be determined by establishment of an annual budget approved both by the City and District #22. The budget shall be determined by May 1st each year. All funds so budgeted and appropriated shall be deposited in a special fund established by and maintained by the City and all expenses shall be paid out of that fund. The annual budget shall be for the period beginning January 1st through December 31st each year, except that the first budget shall cover the period beginning January 1, 2007 through December 31, 2007 in the amount previously agreed upon by the parties under the terms of the 2001 Agreement. The City shall invoice District #22 semi-annually in advance on January 1st and July 1st each year for the School's share of the approved budget. If the City or District #22 should cancel this Agreement in accordance with its Section 8, any funds owed shall be payable and any funds remaining shall be returned to the City and District #22

based upon the cost sharing formula. A financial report showing all Revenues, Expenses and Fund Balance, for the pervious calendar year shall be prepared by the City and provided to District #22, annually by March 31st.

7. Liability Allocation.

- a. The City shall be solely liable for injury, loss, claims, actions, damages, liability, costs and expenses including defense costs, arising solely from the activities, actions, events or omissions of the Police Liaison Officer.
- b. The City shall secure appropriate property and liability insurance to provide coverage for any such claims.

8. Term. This Agreement shall commence on the date on which this Agreement has been executed by both parties and shall automatically renew annually January 1st thereafter by mutual agreement of the City and District #22. In the event either party wishes to cancel this Agreement, they shall notify the other party in writing 180 days in advance of their intent to cancel.

9. Not Joint Powers. The Parties agree that this is not a joint powers agreement. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture or joint enterprise between the parties relative to the services provided by the City under this Agreement which is solely an agreement for the purchase of services.

10. Binding Effect. All rights and liabilities herein given to, or imposed upon, the respective Parties hereto shall extend to and bind the respective successors and assigns of the said Parties.

11. Assignment. This Agreement, and the rights and responsibilities of the Parties to it, may not be assigned or subcontracted without the express written consent of all of the Parties.

12. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth.

13. Modifications. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by all of them.

14. Recitals. The recitals set forth above are part of this Agreement.

15. General Provisions. The Parties agree that the City and District #22 may establish monitoring and evaluation procedures regarding the services under this Agreement which are not in violation of the Minnesota Government Data Practices Act, Chapter 13 and which ensure effective delivery of quality services.

16. Severability. The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

17. Paragraph Headings. The headings to the paragraphs to this Agreement are solely for convenience and may have no substantive effect on the Agreement nor are they intended to aid in the interpretation of the Agreement.

IN WITNESS OF THEIR AGREEMENT, the Parties have executed this Agreement by authority of their respective governing boards, effective the _____ day of _____, _____.

In Witness whereof, this Agreement has been executed by the duly authorized officers of the respective parties this _____ day of _____ 2007.

City of Detroit Lakes

By _____
Its Mayor

By _____
Its City Administrator

Independent School District #22.

By _____
Its Board Chairperson

By _____
Its Clerk

Detroit Lakes Public Schools

MARK T. ADAMS
Superintendent
TED HEISSERER
Business Manager
LOWELL NIKLAUS
Education Director

P.O. BOX 766
702 LAKE AVENUE
DETROIT LAKES, MINNESOTA 56502-0766
PHONE 218-847-9271
FAX 218-847-9273

DR. THOMAS SEAWORTH, Board Chair
LUANN PORTER, Vice-Chair
TOM KLYVE, Treasurer
DEANNA SINCLAIR, Clerk
TERRIE BOYD, Director
DAVID LANGWORTHY, Director

April 11, 2007

Louis Guzek
Finance Officer
City of Detroit Lakes
1025 Roosevelt Avenue
Detroit Lakes, MN 56501

Dear Louis Guzek:

Our School Board, at their regularly scheduled Board Meeting on April 9, 2007, approved the School Liaison Officer Services Agreement. Enclosed are two original documents. Please have them signed and return one to us.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted Heisserer". The signature is written in a cursive style with a large initial "T" and "H".

Ted Heisserer
Business Manager

I N V O I C E

CITY OF DETROIT LAKES
PO Box 647
Detroit Lakes, MN 56502-0647

TO: School District #22
Attn: Ryan Tangen
702 Lake Avenue
Detroit Lakes, MN 56501

May 17, 2021

FOR: *School Liaison Program - 01/01/21 - 06/30/21* \$30,217.50

Total Amount Due \$30,217.50

104-34101



State of the District **ANNUAL REPORT** 2022-23

01 Strategic Plan

02 Finance

03 Community

04 Facilities

05 Students

06 Achievement

07 Staff

08 Technology

09 Buildings



STRATEGIC PLAN



VISION

Detroit Lakes Public Schools: charting a course for excellence.

MISSION

The mission of the Detroit Lakes Public Schools is to fill all of our sails with Laker PRIDE.

Guiding Principles: Laker PRIDE

Purpose Relationships Innovation Development Equity

PURPOSE

Deliver educational Excellence.



Relationships

the ways we connect and behave toward each other

Care and communicate positively and respectfully within and across our schools and community.



Innovation

the creation, development, and implementation of a new idea or concept to enhance educational opportunities

Embrace creativity and critical thinking.

- Renew and bring up to date all systems and practices
- Utilize growth mindset to hone existing intentions/objectives and explore new ideas
- Support diverse ways of thinking and doing
- Embed equity continually in every facet of our work



Development

a process that creates growth, progress, positive change or the addition of physical, economic, environmental, social and demographic components

Foster the academic, social, emotional, and cultural needs of all learners.

- Implement and sustain PBIS at all levels
- Hone our support for social/emotional health
- Further learning and implementation of equitable feedback, assessment, grading, and reporting
- Provide professional development that supports PRIDE



Equity

the quality of being fair (not equal) and impartial

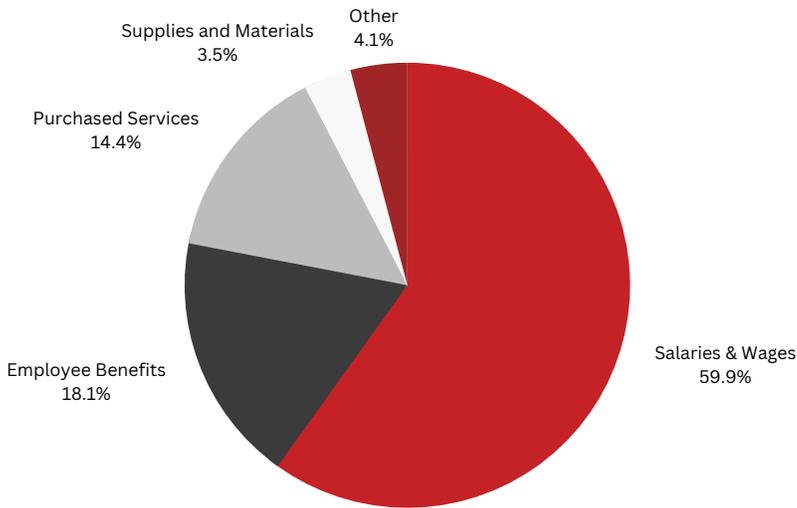
Ensure that our values, policies, and practices are equitable for our students, staff, and community.

- Clarify and support understanding of equity vs. equality for all
- Actively promote equity (institutional, personal, and instructional)
- Remove systemic barriers
- Accommodate different learning styles
- Give students a voice

FINANCE



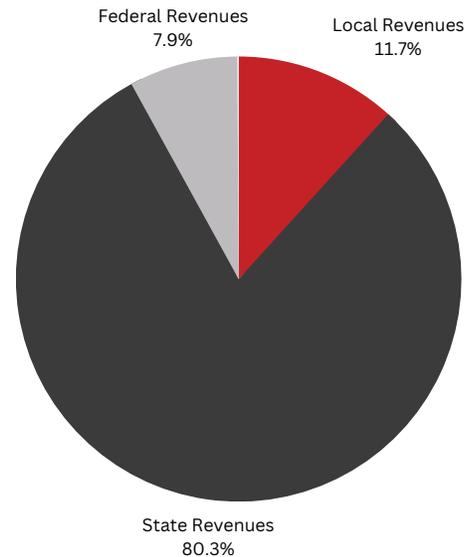
2023-24 GENERAL FUND EXPENDITURES BY OBJECT



Salaries & Wages	\$25,191,313	62.00%
Employee Benefits	\$7,623,362	18.00%
Purchased Services	\$6,050,701	11.00%
Supplies & Materials	\$1,461,281	4.00%
Other	\$1,733,250	5.00%
<hr/>		
Total Expenditures	\$42,059,907	

2023-24 GENERAL FUND REVENUE BY OBJECT

Local Revenues	\$4,930,942	11.7%
State Revenues	\$33,770,807	80.3%
Federal Revenues	\$3,323,859	7.9%
Other Revenues	\$40,100	0.1%
<hr/>		
Total Revenues	\$42,065,708	



2023-24 General Fund Revenues - \$42,065,708
 2023-24 General Fund Expenditures - \$42,059,907

2023-24 BUDGET BOOK

COMMUNITY EDUCATION



EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE)



29 Session/Classes



345 Students

LITTLE LAKER PRESCHOOL



6 Classes



84 Students

ENRICHMENT FOR YOUTH & ADULT



14 Classes



177 Students

DRIVERS EDUCATION



7 Classes



193 Students

ADULT BASIC EDUCATION



86 Classes

15 Sites and Online



497 Enrollees
192 Participants

Participant = 12+ hours of attendance



This program was formerly known as LatchKey. The sites are located at Rossman and Roosevelt.

2022 SUMMER:	82 Students
22-23 SCHOOL YEAR:	111 Students
2023 SUMMER:	88 Students

FACILITIES



ROOSEVELT ELEMENTARY

CONSTRUCTED: 1990
SQUARE FEET: 112,690
REMODELED: 2021



ROSSMAN ELEMENTARY

CONSTRUCTED: 1951
SQUARE FEET: 91,765
REMODELED: 2020



DETROIT LAKES MIDDLE SCHOOL

CONSTRUCTED: 1977
SQUARE FEET: 156,246
REMODELED: 2021



DETROIT LAKES HIGH SCHOOL

CONSTRUCTED: 1957
SQUARE FEET: 249,803
REMODELED: 2022



AREA LEARNING CENTER

CONSTRUCTED: 2014
SQUARE FEET: 14,263



LAKER TRANSITIONS

CONSTRUCTED: 2021
SQUARE FEET: 9,417



DISTRICT OFFICE

CONSTRUCTED: 1934
SQUARE FEET: 8,696



LINCOLN EDUCATION CENTER

CONSTRUCTED: 1961
SQUARE FEET: 13,234

STUDENTS



TOTAL STUDENTS

2,775

DLHS GRADUATION RATE

91.3%

STATE GRADUATION RATE: 83.6%



ENGLISH LEARNERS

0.8%



SPECIAL EDUCATION

21.3%



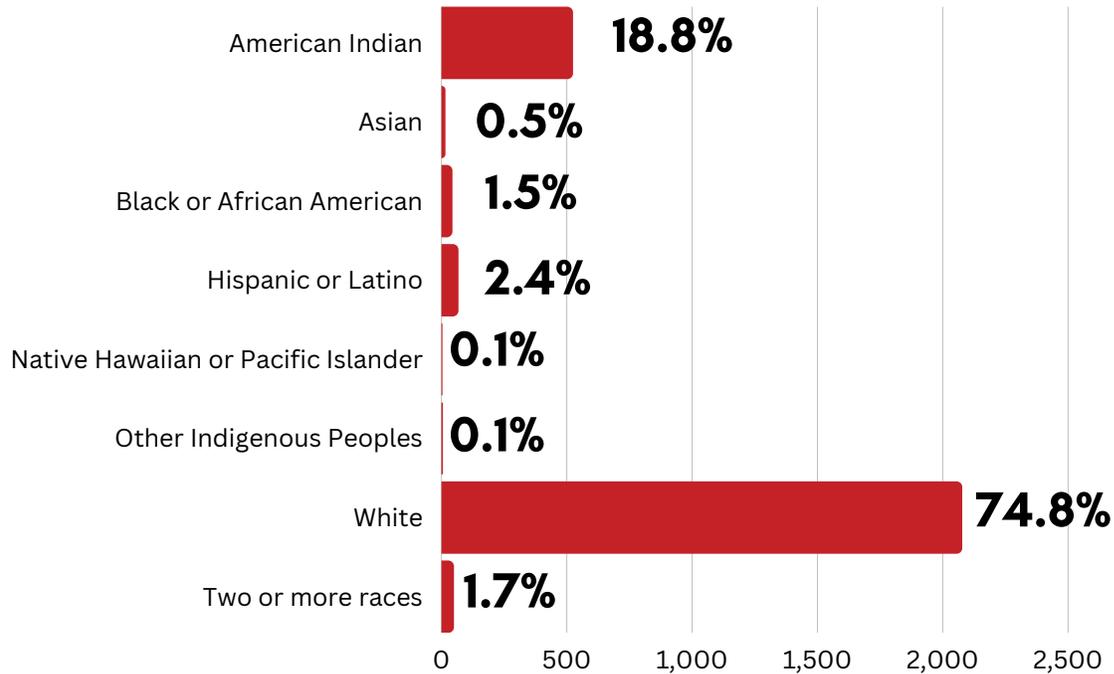
HOMELESS

2.5%



FREE/REDUCED MEAL PRICES

45.0%

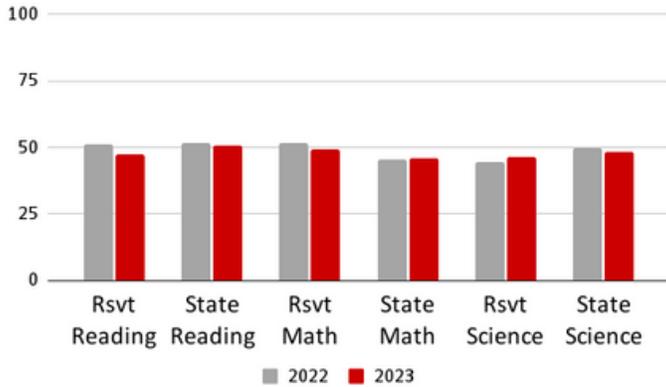


ACHIEVEMENT



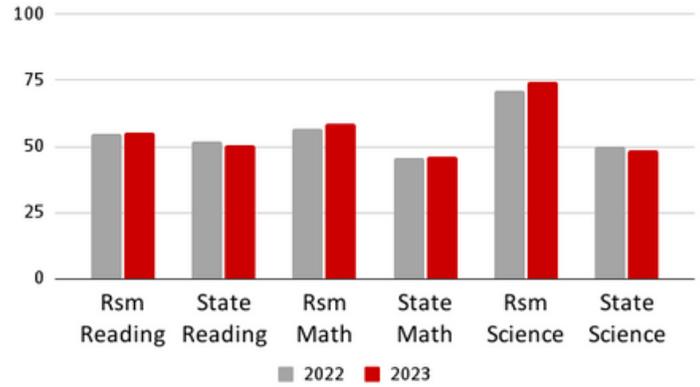
ROOSEVELT ELEMENTARY

Roosevelt Elem MCA Proficiency



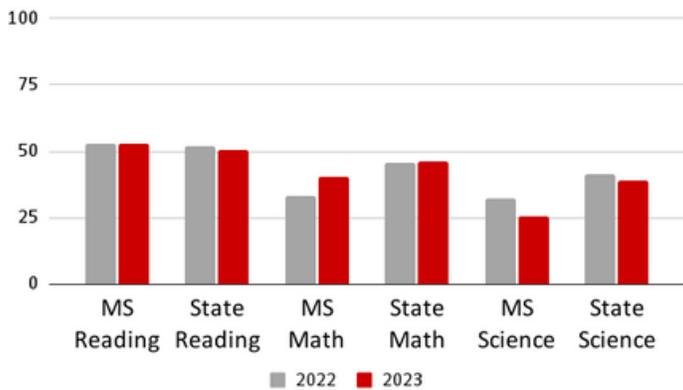
ROSSMAN ELEMENTARY

Rossman Elem MCA Proficiency



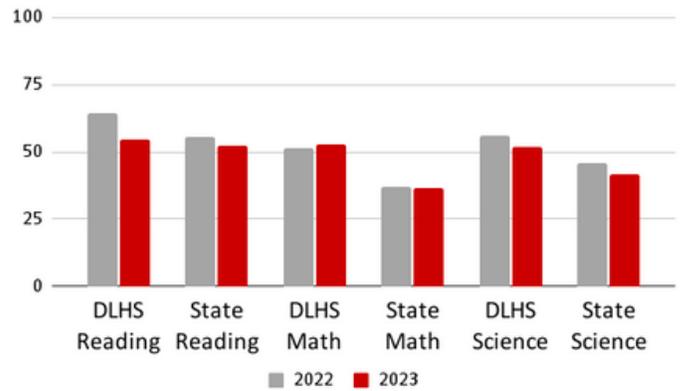
DETROIT LAKES MIDDLE SCHOOL

Middle School MCA Proficiency



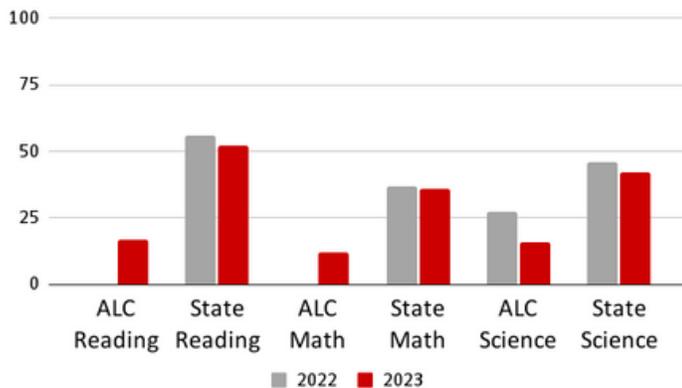
DETROIT LAKES HIGH SCHOOL

DLHS MCA Proficiency



AREA LEARNING CENTER

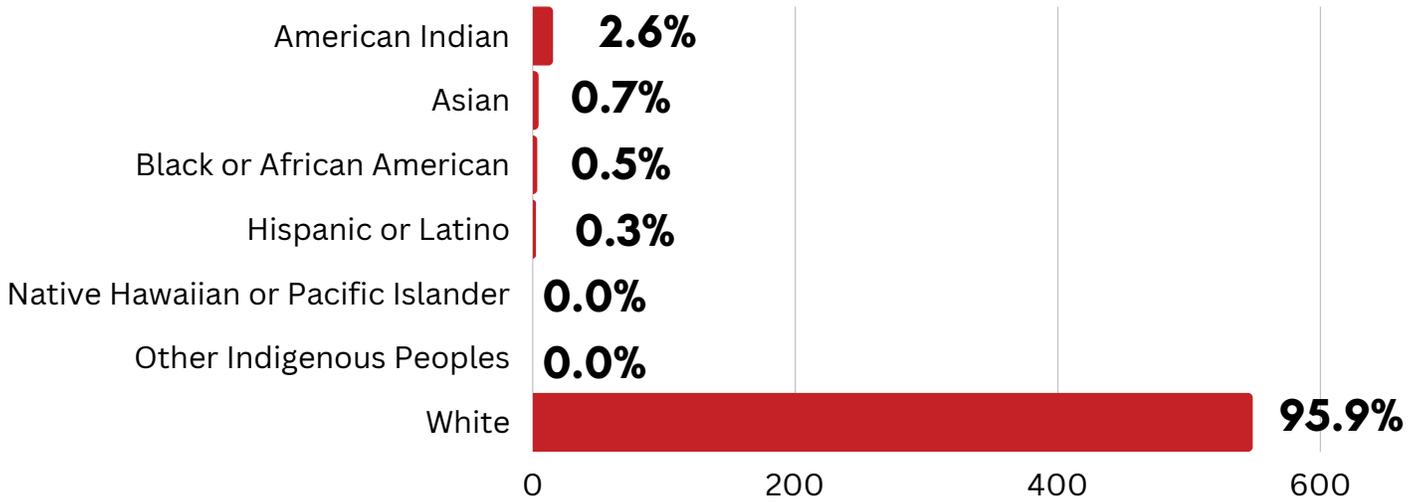
Area Learning Center MCA Proficiency



STAFF



STAFF: 571



ROOSEVELT ELEMENTARY

CERTIFIED TEACHERS: 55

FULL-TIME COUNSELORS: 1

ROSSMAN ELEMENTARY

CERTIFIED TEACHERS: 50

FULL-TIME COUNSELORS: 1

DETROIT LAKES MIDDLE SCHOOL

CERTIFIED TEACHERS: 44

FULL-TIME COUNSELORS: 2

DETROIT LAKES HIGH SCHOOL

CERTIFIED TEACHERS: 61

FULL-TIME COUNSELORS: 3

AREA LEARNING CENTER

CERTIFIED TEACHERS: 7

FULL-TIME COUNSELORS: 1

LAKER TRANSITIONS

CERTIFIED TEACHERS: 13

LINCLN EDUCATION CENTER

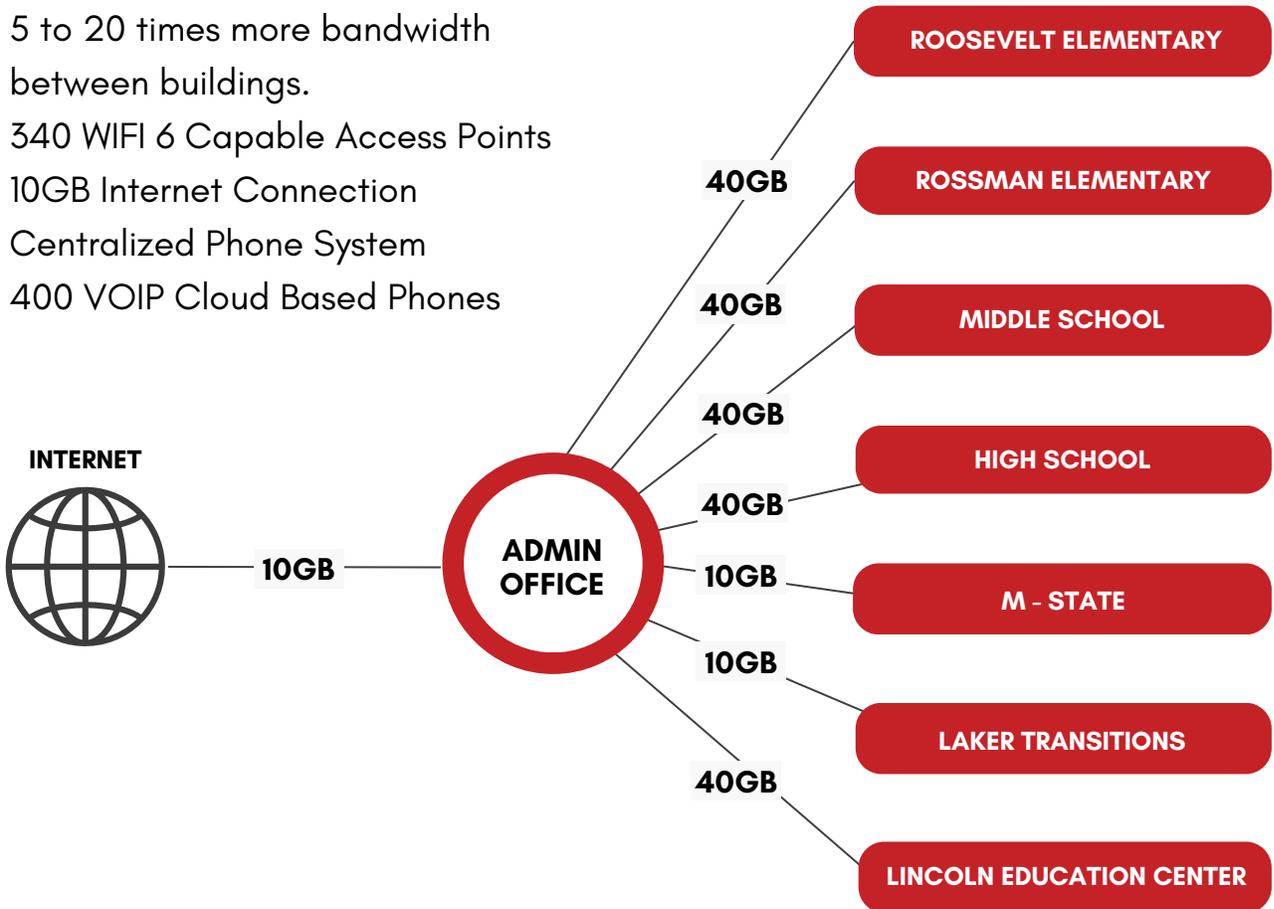
ECFE TEACHERS: 5

TECHNOLOGY



NETWORK INFRASTRUCTURE UPDATE 2022-23

- 5 to 20 times more bandwidth between buildings.
- 340 WIFI 6 Capable Access Points
- 10GB Internet Connection
- Centralized Phone System
- 400 VOIP Cloud Based Phones



DIGITAL CLASSROOM DISPLAYS

183 Under 2 Years Old
Replacing 10+ Year Old Displays

STAFF & STUDENT DEVICES

Over 3,000 Wireless Devices



ROOSEVELT ELEMENTARY

Roosevelt Elementary School serves approximately 590 students in Kindergarten through 5th grade. The building has undergone several additions and remodels through the years. The largest was completed in 2021, with updated areas including a gymnasium, office, health office, several classrooms, and cafeteria.

Roosevelt's school day begins at 8:15 am with morning announcements and is followed by morning meetings in each classroom. Academic instruction continues throughout the day and concludes at 3:25 pm.

Roosevelt provides students with a caring and supportive learning environment that enables them to achieve success in academic knowledge and social/emotional growth. Core instruction includes reading and mathematics, along with science, social studies, health, physical education, music, and art. Instruction is combined with differentiated intervention programming. Interventions include STEAM-based opportunities, math and reading support, special education programming, and after-school extensions.

Roosevelt Elementary staff understand that fostering a positive school and classroom climate by building trusting relationships with students is essential. Universal practices include a trauma-informed approach when providing behavioral assistance. PBIS framework (Positive Behavior Interventions and Supports) has been fully implemented. This framework aligns with the school building goals, academic instruction, student management, and professional development.



ADMINISTRATION: Trisha Mariotti, Principal
tmariotti@detlakes.k12.mn.us

STUDENTS

GRADES K-5: 579 students



1.9%

ENGLISH LEARNERS



22.5%

SPECIAL EDUCATION



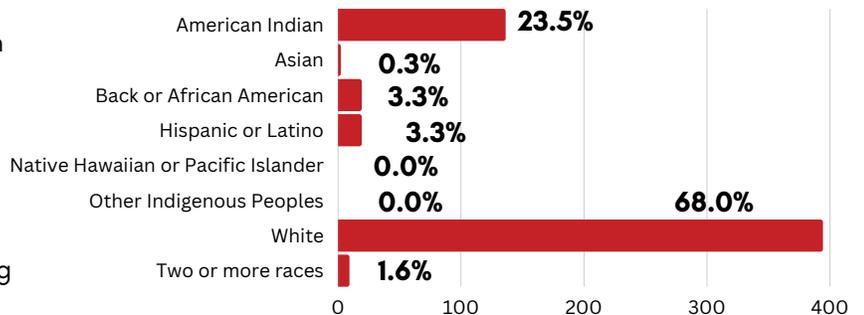
2.9%

HOMELESS



54.6%

FREE/REDUCED MEAL PRICES



510 11th Ave
 Detroit Lakes, MN 56501



(218) 847-1106



rv.dlschools.net

ROSSMAN ELEMENTARY

Rossman Elementary is located conveniently two blocks from the lake on Rossman Avenue. The building was originally constructed in the 1950's and underwent a major renovation in 2019. Improvements included a new front office, several new classrooms, a new Kindergarten wing, new cafeteria, commons, media center, music, art space, and a beautiful new gymnasium.

Rossman Elementary serves students K-5 and provides balanced academic programming to meet the unique needs of every learner. Core academics instruction includes reading, math, science, social studies, physical education, music, art, and STEAM. Intervention services and programming support the varied student needs academically, socially/emotionally, and behaviorally.

The Rossman school community cultivates positive relationships, mutual respect, and responsibility and ownership of actions and behaviors within a safe and caring learning environment. The Positive Behavior Interventions and Supports (PBIS) framework used at Rossman Elementary focuses on three expectations: Kind, Safe, Ready. The teaching, modeling, and promoting of PBIS expectations directly connects to our building goals, academic instruction, student management practices, and professional development focus.

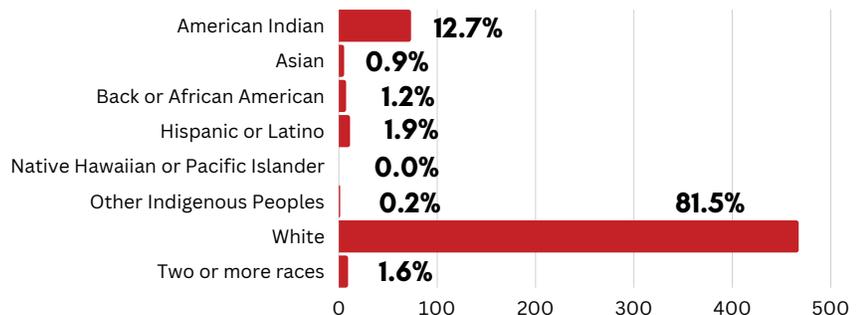
Student progress reports are shared with parents at the end of each trimester. Growth and performance are monitored through various measures to ensure each student is making progress and working toward grade-level standards.



ADMINISTRATION: Emily Sternberg, Principal
esternberg@detlakes.k12.mn.us

STUDENTS

GRADES K-5: 573 students



DETROIT LAKES MIDDLE SCHOOL

Detroit Lakes Middle School is a 154,000 square foot building built in 1979 and houses approximately 610 students in grades 6-8. A major remodel was completed at the end of the 2020-2021 school year, with almost every area being rejuvenated.

The Middle School day begins at 8:20 with a 24 minute Primetime(advisor/advisee) period. The day ends at 3:30.

Students are assigned to one of three learning teams at the 6th grade level. At the 7th & 8th grade level, there is one 7th grade team, one 8th grade team, and one 7th/8th grade combination team.

Language arts, mathematics, science, and social studies are taught as year-long courses at all three grade levels. Art, Healthy Living, or Technology Applications teachers rotate between the grade level teams on a trimester (12-week) rotation. All students have physical education every day. Students can choose to be in band and choir and, if not in either of these, will have reading exploration as 6th graders or industrial technology as 7th and 8th graders.

The Middle School uses trimester (12 week) grading periods with progress reports going home at midterm of each trimester for 7th and 8th grade students. The Middle School also utilizes standards-based grading based on a four-point mastery scale with "4" being Exemplary, "3" being Meets Standard, "2" being Partially Meets Standard, and "1" being "Does Not Meet Standard." A value of "0" stands for No Evidence of mastery.



ADMINISTRATION: Mike Suckert, Principal
msuckert@detlakes.k12.mn.us

STUDENTS

GRADES 6-8: 610 students



0.0%
ENGLISH LEARNERS



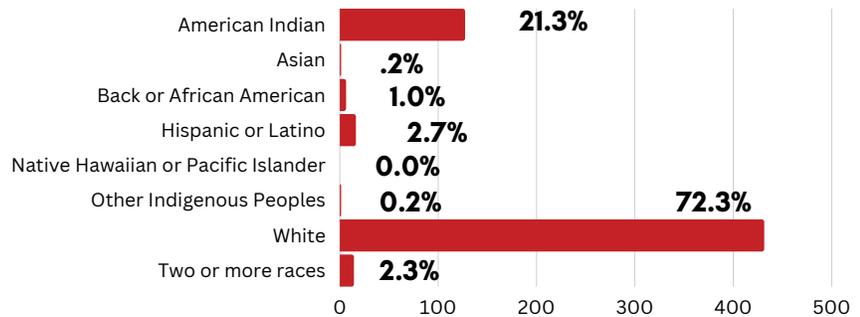
16.3%
SPECIAL EDUCATION



3.4%
HOMELESS



45.0%
FREE/REDUCED MEAL PRICES



500 11th Ave
 Detroit Lakes, MN 56501



(218) 847-9228



ms.dlschools.net

DETROIT LAKES HIGH SCHOOL

Detroit Lakes High School (DLHS) is a 263,220 square foot building built in 1957 that houses approximately 865 students in grades 9-12. A major remodel was completed between the 2020-22 school years. New additions completed include a Freshman Wing, new Field House, Family and Consumer Science and Art rooms, and a Commons area. Renovations were completed in the CTE wing, main academic area, and weightroom.

DLHS employs an eight period modified block schedule. Students attend eight, 46 minute periods three days during the week and four odd/even block periods that are 84 minutes each on Wednesday and Thursday. The academic calendar is divided into semesters, ensuring a comprehensive and structured learning experience.

DLHS offers rigorous college preparatory academic coursework in mathematics, language arts, social studies, and science, in addition to a multitude of opportunities in physical education, art, music, CTE, and pathway courses that are tied directly to over 90 business and community partners. Students also embark on a journey of work-based learning from their freshman year through senior year. This encompasses a wide spectrum of experiences, including career fairs, job shadowing, mock interviews, guest lectures, industry-focused field trips, and immersive internships. DLHS also offers advanced coursework opportunities in multiple academic areas including Concurrent Enrollment (CE), Advanced Placement (AP), and Post Secondary Enrollment Options (PSEO). Over 60% of our students participate in athletics, activities, and fine arts programs each year.



ADMINISTRATION: Josh Omang, Principal
jomang@detlakes.k12.mn.us

STUDENTS

GRADES 9-12: 865 students **GRAD RATE:** 91.3%



0.3%

ENGLISH LEARNERS



15.4%

SPECIAL EDUCATION



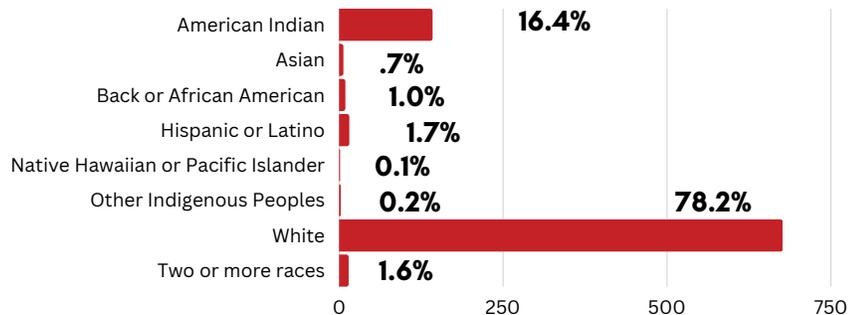
2.1%

HOMELESS



36.9%

FREE/REDUCED MEAL PRICES



1301 Roosevelt Ave
 Detroit Lakes, MN 56501



(218) 847-4491



hs.dlschools.net

DETROIT LAKES HIGH SCHOOL

ACADEMIES OF DETROIT LAKES HIGH SCHOOL

At the heart of our educational model is a unique academy structure centered around five distinct pathways: Business/Entrepreneurship, Information Technology, Production, Health Science, and Human Service. These pathways empower students to delve into areas of interest, fostering a sense of purpose and equipping them with valuable skills for success in the 21st century.



Each academy course has three components: 1. Industry aligned content, 2. Work-based learning activities, and 3. Guest speakers or teachers. More than 90 business and community partners provide authentic learning experiences for students at DLHS. In addition, many of these partners serve on academy advisory boards ensuring that curriculum meets industry standards and helping to develop experiential learning opportunities within our pathways. As noted in the graphic above, each grade level participates in different work-based learning activities throughout the academy experience.



HUMAN SERVICES



HEALTH SCIENCES



PRODUCTION



INFORMATION TECHNOLOGY



BUSINESS & ENTREPRENEURSHIP

Human Services: The Human Service Pathway at DLHS offers a unique opportunity for students interested in Early Childhood Development, Education, and Culinary arts. Students work on real-life culinary projects, are able to earn a CDA certification and gain college credit for Introduction to Teaching through MSUM.

Health Sciences: 60 Students received their OSHA 10 Health Certification this year. Additionally, students completed certifications in Anatomy and Physiology and Clinical/Lab Procedures in our Health Science pathway courses this year.

Production: The Production Pathway at DLHS offers students a unique opportunity to gain hands-on experience and skills in engineering design, manufacturing, building trades, and agriculture. Students are exposed to the Siemens Engineering curriculum, have access to the latest technology, and create impressive projects in wood, vinyl decals, and laser engraving.

Business and Information Technology: The Business and IT pathway at DLHS offers students a comprehensive education in business and technology fields, preparing them for various career opportunities. Students apply skills learned in this pathway to compete in Business Professionals of America and create real-world projects using text, symbols, and digital imagery. Students have various internship options available to them in this pathway, providing valuable exposure to real-world business and IT environments.

AREA LEARNING CENTER

Detroit Lakes Area Learning Center (DLALC) first opened its doors September 4th, 2001. In 2015, the ALC acquired approximately 7,360 square feet of space from M State to use for the many programs that the ALC offers.

The DLALC approach to students and families is singular, strategic, and with one fundamental purpose: Identify what is getting in the way of a student being successful academically or socially and create interventions based on the findings to support growth. The DLALC was created to support multiple needs that include chemical and mental health issues, pregnant and parenting teen needs, credit recovery, regional after-school programming (K-12), and regional summer school (K-12). Detroit Lakes is home to one of six Recovery Schools in the state of Minnesota. It serves students who have successfully completed in or out-patient treatment and have a sincere desire for a clean and sober lifestyle. The Teen Age Parent Program (TAPP) serves students who are pregnant and/or parenting.

The DLALC begins the day at 8:15 with a 30 minute advisor period and ends at 3:30. We have two additional periods after school that run from 3:30 until 5 that accommodates our credit recovery program. Classes are broken up into quarters throughout the year to make sure we are accommodating the needs of our students. DLALC serves approximately 60 students face to face and several through our E-Laker online school, but attendance fluctuates throughout the year.



ADMINISTRATION: Brandon Schlenner, Principal
bschlenner@detlakes.k12.mn.us

STUDENTS

GRADES 9-12: 62 students **GRAD RATE:** 40.0%



0.0%

ENGLISH LEARNERS



16.1%

SPECIAL EDUCATION



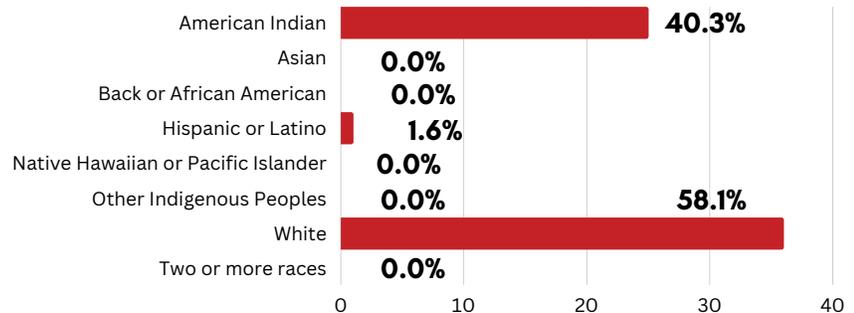
N/A

HOMELESS



72.6%

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LAKER TRANSITIONS

Laker Transitions is a program designed to assist adult-aged students with disabilities learn employment and independent living skills, along with facilitating post-secondary education and training opportunities. Students will learn about and be able to access community agencies that will support transition goals. Students learn skills encouraging them to be involved members in the community while accessing their greatest level of independence in employment, daily living, post-secondary education and training, community participation, and recreation/leisure.

Project SEARCH

Project SEARCH is a nine-month post high school transition program that provides training and education leading to employment for individuals with disabilities. It is a collaboration between interns, families and guardians, Essentia Health, Detroit Lakes School District, Becker County, and Vocational Rehabilitation Services. Interns are immersed in the workplace and participate in three internships to explore career options while learning transferable job skills. The ultimate goal upon completion of the Project SEARCH program is competitive, integrated employment.



ADMINISTRATION: Karen Nudell, Director of Special Education
knudell@detlakes.k12.mn.us

FACILITATOR: Wendy Fritz, Transition Facilitator
wfritz@detlakes.k12.mn.us

PAES LAB: PRACTICAL ASSESSMENT EXPLORATION SYSTEM

The PAES Lab is a hands-on assessment of employment potential. Participants clock in and go to work exploring nearly 300 jobs in five career areas (Computer/Technology, Construction/Industrial, Processing/Production, Consumer/Service, Business/Marketing) that are based upon typical skills found at community-based job sites. Participants find out what job skills they are good at and what job skills they like to do.

STUDENTS

ADULT AGED 18-21: 12 students

PAES LAB: 40-50 students

 1104 West River Road
Detroit Lakes, MN 56501

 (218) 844-4760

 dlschools.net/schools/laker-transitions

**INDEPENDENT SCHOOL DISTRICT #22
FINANCE COMMITTEE MEETING AGENDA
Finance Committee Meeting - September 21, 2023**

Members Present:

April Thomas Mary Rotter Ethan Walz Mark Jenson Jason Kuehn

A Finance Committee Meeting was held on Thursday, September 21st in the District Office Conference Room. The agenda was as follows:

1. Fund Balances Review

Director of Finance Kuehn reviewed the fund balances through the month of August and receipts for the month of August. District expenditures and revenues through August were reviewed in comparison to the budget.

2. Review of Disbursements

Two sets of disbursement were reviewed by the Finance Committee. The committee recommends approval of the hand payables for August. The committee also recommends approval of the check summaries for September 11 and September 25th.

3. Certification of 2023 Tax Levy Payable in 2024 for the 2024-25 School Year

Director of Finance Kuehn reviewed the proposed tax levy for 2023 payable in 2024. Preliminary figures indicate that the school district portion of the property tax levy increased by 5.47% from a year ago to \$9,533,729.11. Last year's levy amount was \$9,039,571.75. The Finance Committee recommends to approve the maximum for 2023 Payable 2024 Proposed Property Tax Levy.

4. Staffing Request (Rossman Special Education Assistant)

The committee reviewed a staffing request brought forward by Rossman Elementary and recommended by District Administration. The Finance Committee recommends approval.

Next Meeting: Tuesday, October 17th at 12:00 PM (Laker Transitions Conference Room)

INDEPENDENT SCHOOL DISTRICT #22
TRANSPORTATION COMMITTEE MEETING
August 31, 2023

A Transportation Committee Meeting was held on Thursday, August 31, 2023 at Laker Transitions. In attendance were Mark Jenson (Superintendent), John Steffl (School Board Chair), Mary Rotter (School Board Director), Colin Gedrose (Operations Supervisor) and Jason Kuehn (Director of Finance and Operations).

1. Contractor Request - Schultz Bus Garage

The committee reviewed a request from Schultz Bus Garage to revise the current Pupil Transportation Agreement between ISD #22 and Schultz Bus Garage due to changes in the lengths of two bus routes. Kuehn will work with Schultz Garage to adjust the contract rates for the routes and prepare a revised agreement for the September School Board meeting.

2. 2024-2026 Pupil Transportation Contract

The current Pupil Transportation Contract expires following the 2023-24 school year. The committee discussed potential timelines for putting out a Request for Proposals for transportation services.

INDEPENDENT SCHOOL DISTRICT #22
FACILITIES COMMITTEE MEETING
September 12, 2023

A Facilities Committee Meeting was held at 8:30 AM on Tuesday, September 12, 2023 at the District Office. In attendance were Colin Gedrose, Mark Jenson, John Steffl, Amy Erickson, Mickey Okeson, and Jason Kuehn.

1. ICS Facilities Assessment

Lori Christensen from ICS presented a summary of the Facilities Assessment that was completed by their staff. The assessment highlighted deferred maintenance needs for each site within the school district and recommended timelines for the projects.

2. District Update

Operations Supervisor Gedrose updated the committee on summer projects completed and in progress. This included a progress update for the DLHS Greenhouse project, as well as unplanned projects at Rossman Elementary and DLMS.

3. FY 2025 Long-Term Facilities Maintenance Planning

The committee had a discussion on next steps for Fiscal Year 2025 Long-Term Facilities Maintenance Planning based on the information presented by ICS. Gedrose and Kuehn will prioritize a project list and timeline for the committee to review in October.

4. Long-Range Facilities Planning

Kuehn updated the community of information gathered for long-range facilities planning. Information in the update included updated information from discussions with MSTATE about available space, as well as a market analysis completed for various district properties. Kuehn and Superintendent Jenson will provide recommendations to the School Board on next steps for facilities planning.