



**DETROIT LAKES PUBLIC SCHOOLS**  
**AGENDA**  
**REGULAR SCHOOL BOARD MEETING**  
**Monday, April 22, 2024 - 5:30 PM**  
**M State Room C101 , 900 Hwy 34 E, Detroit Lakes, MN 56501**

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*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](http://www.dlschools.net)  
Superintendent: Mark Jenson    Director of Finance & Operations: Jason Kuehn    Education Director: Renee Kerzman

**BOARD MEMBERS:**

**Julie Smith-Yliniemi, Clerk**  
25961 Brolin Beach Rd  
Detroit Lakes, MN 56501  
218.204.0420

**Michael Walther**  
28030 County Hwy 34  
Callaway, MN 56521  
218.841.3709

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

**Mary Rotter, Vice Chair**  
23625 Pebble Beach LN  
Detroit Lakes, MN 56501  
651.335.0396

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

**Sanford Nelson**  
28633 North Buffalo Lake Rd  
Callaway, MN 56521  
218.847.8360

**Student Representative: Jadyn Wimmer- [25wimmejadv@detlakes.k12.mn.us](mailto:25wimmejadv@detlakes.k12.mn.us) Marian Martin [26martimari@detlakes.k12.mn.us](mailto: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 April 22, 2024 Regular School Board Meeting as presented.

**V. RECOGNITIONS**

Presenter: Steffl, Board Chair

A. May 3, 2024, is School Lunch Hero Day. We would like to thank all of our Food Service Staff, substitutes, and student workers for all of your hard work and dedication to staff and students.

B. Kate Glawe-Anderson

Presenter: Emily Sternberg

C. Josh Omang- Minnesota Indian Education Association Administrator of the Year Award

Presenter: Mark Jenson, Superintendent

**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. \$250 from Thrivent for Early Childhood Family Education Night.

B. \$2,000 from Tomlinson & Sons for The Unified Club

**VIII. PROGRAM PRESENTATIONS**

Presenter:

A. Detroit Lakes Public Education Foundation

B. PaY Committee

**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 April 1, 2024 Special 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. 533-Wellness/Nutrition Policy of the School District

2. 534- School Meals Policy

3. 707-Transportation of Public School Students

4. 709-Student Transportation Safety Policy

5. 902-Rental Policy-Building & Facilities

F. Approve the 2024 Final Pay Equity Report

G. Approve Motor Coach Transportation Services Extension with Anderson Coach of Frazee for the 2024-25 and 2025-26 school year.

H. Approve the addition of Jennifer Fode as a signer on all official accounts effective May 3, 2024.

I. Approve the Minnesota Flyers Gymnastics & Fitness Lease Agreement beginning July 1, 2024 and ending June 30, 2029.

J. Approve the Central Kitchen Lease Agreement with MSTATE beginning July 1, 2024 and ending June 30, 2026.

**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.

**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 and AFSCME.

Presenter: Steffl, Board Chair

B. Motion to Approve Bids for Long-Term Facilities Maintenance (LTFM) improvement projects at Rossman Elementary and Detroit Lakes High School.

Presenter: Jason Kuehn

**XII. ADMINISTRATIVE AND BOARD REPORTS**

A. **Superintendent Report**

Presenter: Mark Jenson, Superintendent

1. Monthly Enrollment Report

B. **Board Committee and Representative Reports**

1. Student Report

Presenter: Buboltz/Rogstad, Student Board Representative

2. Finance Committee

Presenter: Rotter, Board Treasurer

3. Facilities Committee

Presenter: Erickson- Vice Chair

4. Transportation Committee

Presenter: Steffl, Board Chair

5. BCCI

Presenter: Rotter, Board Treasurer

6. Chemical Health

Presenter: Okeson, Board Director

7. ECFE

Presenter: Walz, Board Director

**XIII. UPCOMING EVENTS AND ACTIVITIES**

Presenter: Steffl, Board Chair

A. Regular School Board Meeting- 05/20/24 5:30PM MState C101.

B. Finance Committee Meeting - Thursday, May 16th (12:00 PM at District Office)

**XIV. MEETING ADJOURNED**

Presenter: Steffl, Board Chair

# Laker PRIDE

	<p><b>Purpose</b> our intention, what drives us</p>	<p>Deliver educational excellence.</p>
	<p><b>Relationships</b> 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"> <li>• District ↔ parents and community members</li> <li>• District ↔ building</li> <li>• Building ↔ teacher</li> <li>• Building ↔ parents</li> <li>• Teacher ↔ parent</li> <li>• Teacher ↔ students</li> </ul>
	<p><b>Innovation</b> 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"> <li>• Renew and bring up to date all systems and practices</li> <li>• Utilize growth mindset to hone existing intentions/objectives and explore new ideas</li> <li>• Support diverse ways of thinking and doing</li> <li>• Embed equity continually in every facet of our work</li> </ul>
	<p><b>Development</b> 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"> <li>• Implement and sustain PBIS at all levels</li> <li>• Hone our support for social/emotional health</li> <li>• Further learning and implementation of equitable feedback, assessment, grading and reporting</li> <li>• Provide professional development that supports PRIDE</li> </ul>
	<p><b>Equity</b> 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"> <li>• Clarify and support understanding of equity vs. equality for all</li> <li>• Actively promote equity (institutional, personal, and instructional)</li> <li>• Remove systemic barriers</li> <li>• Accommodate different learning styles</li> <li>• Give students a voice</li> </ul>

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.



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

**Special School Board Meeting**  
**Monday, April 1, 2024, 5:30 PM**  
**M State C101 ~ 900 Hwy 34 E, Detroit Lakes, MN, 56501**

**Present:** John Steffl, Amy Erickson, Mary Rotter, Ethan Walz, Michelle Okeson,

**Absent:** April Thomas

The meeting was called to order at 5:30 PM by Board Chair Steffl.

The Pledge of Allegiance was recited.

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

Program presentation was given by Brandon Schlenner

A motion was made by Rotter, seconded by Walz, to approve the following consent agenda items. Walz Abstained from this motion Motion carried unanimously.

- A. Approve the Minutes of the February 26, 2024 School Board Meeting.
- B. Approve K-12 Computer Checks #705926-705995 and #706042-706113, for a total of \$340,562.90. Approve Hand Payable Checks #705563-705589, #705683-705758, #705839-705911, Voided Checks #703981, #704186, #704214, #704390, #704400-704402, #704419, #704766, Wire Transfers #8265-8272, #8277, #8379-8381, #8406-8413, #8420-8423, #8462-8471, #8569-8578, #8593-8605, #8638-8640, #8651-8670, in the amount of \$2,026,625.33. Approve Net Payroll Transfers on 2/29/2024 and 03/15/2024 in the amount of \$2,007,887.46 for a total of \$4,375,075.69..(EXHIBIT)
- C. Approve the Personnel Agenda Items.
- D. Approve theRisk Management Brokerage Services between Detroit Lakes Publics Schools and Bremer Insurance.
- E. Approve the Spring Coaches

Discussion was held on:

- A. First Reading of Policies:
  - a. 533-Wellness/Nutrition Policy of the School District
  - b. 534- School Meals Policy
  - c. 707-Transportation of Public School Students
  - d. 709-Student Transportation Safety Policy
  - e. 902-Rental Policy-Building & Facilities

A motion was made by Erickson , seconded by Okeson to approve the Out-of-State Travel Request for Rachelle Isaacson for the 17th Annual Project SEARCH Conference. (EXHIBIT) Motion carried unanimously.

A motion was made by Walz, seconded by Erickson to approve the Detroit Lakes Special Education Administrators Association Master Agreement. (EXHIBIT) Motion carried unanimously.

A motion was made by Okeson, seconded by Erickson to approve 2023-2024 Revised Budget. Motion carried unanimously. (EXHIBIT)

A motion was made by Erickson, seconded by Walz to approve the American Indian Parent Advisory Committee Resolution of Concurrence (EXHIBIT) Motion carried unanimously.

A motion was made by Walz, Seconded by Rotter to approve the Memorandum of Understanding between Detroit Lakes Public Schools and Leslie Anderson.. (EXHIBIT) Motion carried unanimously.

A Roll Call Vote was taken to approve the Resolutions Relating to the Termination and Non-Renewal of the Teaching Contracts of Rebecca Frosig and Shelley Skarie upon the conclusion of the 2023-2024 School Year. With Okeson, Steffl, Erickson, Walz, & Rotter all voting in favor.

Student representatives Rogstad & Buboltz gave an update.

Superintendent Jenson reported on happenings in the School District

Board Treasurer Rotter gave an update on the Finance Committee.

Board Vice Chair Erickson gave an update on the Facilities Committee.

Board Chair Steffl gave an update on the Transportation and Arena Commission and announced upcoming meetings and events .

A motion by Erickson, to adjourn the meeting at 6:07 PM, seconded by Walz. Motion carried unanimously.

Respectfully submitted,

April Thomas, Clerk

## PERSONNEL AGENDA

**April 1, 2024**

**1) Resignations:**

Jan Axton– Rossman Special Education Para, effective March 15, 2024.

Paula Beidenbach– Rossman Special Education Para, effective February 15, 2024.

Joshua Bettcher– Assistant Girls Basketball Coach, effective March 18, 2024.

Tracy Dallmann– PAES Lab Supervisor, effective April 30, 2024.

Ashley Disse– Lincoln ECFE Assistant, effective March 29, 2024.

Jessica Ellestad– Middle School Para, effective March 27, 2024.

Nicholas Grant– Rossman Custodian, effective March 22, 2024.

Dave Hutchinson– JV Girls Basketball, effective March 18, 2024.

Isabella Kahle– Rossman Special Education Para, effective March 12, 2024.

Mary Kvebak– 9th Grade Girls Basketball, effective end of 23-24 season.

Elise McCollum– Rossman First Grade Teacher, effective end of 23-24 School year.

Julie Mendoza– Rossman Special Education Para, effective February 27, 2024.

Alexis Van Maldeghem– Laker Dance Coach, effective March 12, 2024.

Mark Whiting– JV Football Coach, effective March 13, 2024.

**2) Retirements:**

**3) Appointments:**

John Cervantes– Middle School Softball Coach, at the rate of 4.5% of Step 1 or a

contract amount of \$1,967.04 per season, effective April 1, 2024.

Alexis Engum– Middle School Math Teacher, at the rate of MA, Step 4 or a contract amount of \$54,655 per year, effective August 19, 2024.

James Fredrickson– 9th Grade Girls Track Coach, at the rate of \$3,009.18 per season, effective March 7, 2024.

Melissa Greene– Lincoln Child Educator, at the rate of \$37.33 per hour, working 128 hours, effective May 28, 2024 through June 28, 2024.

David Harman– Middle School Baseball Coach, at the rate of 4.5% of step 1 or a contract amount of \$1,967.04 per season, effective April 1, 2024.

Jeremy Martinez– Middle School Baseball Coach, at the rate of 4.5% of Step 1 or a contract amount of \$1,967.04 per season, effective April 1, 2024.

Edgar Negron– Middle School Track Coach, at the rate of 4.5% of Step 1 or a contract amount of \$1,967.04 per season, effective February 26, 2024.

Martha Nustad– ECFE/SR Instructional Assistant, at the rate of \$16.50 per hour, working 92 hours, effective June 4, 2024 through June 27, 2024.

Mikel Renteria– 9th Grade Girls Track Coach, at the rate of \$2,622.72 per season, effective March 7, 2024.

Arthur Specht– JV Baseball Coach, at the rate of \$3,114.23 per season, effective March 12, 2024.

Zachary Werner– High School Custodian, at the rate of \$19.10 per hour plus \$1.00 per hour differential, working 2080 hours per year, effective May 1, 2024.

**4) Amended Assignment:**

DeAnna Baukol– Roosevelt Title I Interventionist is amending her assignment from Roosevelt Title I Interventionist to Rossman ADSIS Academic Interventionist, effective July 1, 2024.

Deb Haverkamp– Roosevelt Title One/Noon Duty is amending her assignment from 5.75 hours per day to 5 hours per day, effective February 27, 2024.

Josina Oppgaard– Rossman Special Education Paraprofessional is amending her assignment from 29.75 hours per week to 37.5 hours per week, effective February 9, 2024.

April Sunram– Rossman Third Grade Teacher is amending her assignment from Third Grade Teacher to ADSIS Academic Interventionist, effective July 1, 2024.

**5) Termination:**

**6) Leave of Absence:**

Brenda Bergum– Rossman Education Assistant is requesting a leave of absence from March 13, 2024 through April 24, 2024.

Teri Holehouse– Rossman First Grade teacher is requesting a three year leave of absence from 2024-25 through 2026-27 school years.

David Meyer– High School Physical Education Teacher is requesting a five year Leave of Absence from 2024-25 through 2028-29 school years.

Charles Moore– High School Special Education Teacher is requesting a leave of absence from April 15, 2024 through May 17, 2024.

Kacey Wood– Rossman 4th Grade Teacher is requesting a five year leave of absence from 2024-25 through 2028-29.

## 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	8975	706137	Check	1	1002		3X GEAR LLC	Yes	No	No	USD	04/08/2024	730.00
			8976	706138	Check	1	1005		ADVANCED BUSINESS METHODS	Yes	No	No	USD	04/08/2024	754.65
			8977	706139	Check	1	1035		ALLIANCE PEST PROTECTION	Yes	No	No	USD	04/08/2024	215.00
			8978	706140	Check	1	1056		APPLE COMPUTER, INC.	Yes	No	No	USD	04/08/2024	2,299.00
			8979	706141	Check	1	1072		ASL INTERPRETING SERVICES, INC	Yes	No	No	USD	04/08/2024	478.00
			8980	706142	Check	1	1073		ASSOCIATION OF RECOVERY SCHO	Yes	No	No	USD	04/08/2024	300.00
			8981	706143	Check	1	1076		AUTO VALUE DETROIT LAKES	Yes	No	No	USD	04/08/2024	21.99
			8982	706144	Check	1	1096		BELLAND, MELYSSA	Yes	No	No	USD	04/08/2024	96.08
			9046	706145	Check	1	2647		BELLEFEUILLE, DANEEN	Yes	No	No	USD	04/08/2024	35.00
			8983	706146	Check	1	1143		BRENCO CORP.	Yes	No	No	USD	04/08/2024	579.74
			8984	706147	Check	1	1185		CDW-G	Yes	No	No	USD	04/08/2024	1,343.26
			8985	706148	Check	1	1192		CENTRAL MARKET	Yes	No	No	USD	04/08/2024	154.15
			9051	706149	Check	1	3155	REMIT	CENTRAL MCGOWAN	Yes	No	No	USD	04/08/2024	1,497.35
			9041	706150	Check	1	2360		CHARACTER CHALLENGE COURSE	Yes	No	No	USD	04/08/2024	2,475.00
			8986	706151	Check	1	1202		CITY OF DETROIT LAKES	Yes	No	No	USD	04/08/2024	67,441.00
			8987	706152	Check	1	1214		CONNECT INTERIORS	Yes	No	No	USD	04/08/2024	4,665.60
			8988	706153	Check	1	1217		CONTINENTAL CLAY COMPANY	Yes	No	No	USD	04/08/2024	1,675.30
			9054	706154	Check	1	3359		CORE	Yes	No	No	USD	04/08/2024	4,095.00
			8989	706155	Check	1	1244		DACOTAH PAPER COMPANY	Yes	No	No	USD	04/08/2024	2,470.52
			9056	706156	Check	1	3400	REMIT	DAVIS EQUIPMENT CORPORATION	Yes	No	No	USD	04/08/2024	111.93
			9040	706157	Check	1	2322		DELL MARKETING L.P.	Yes	No	No	USD	04/08/2024	266.24
			8990	706158	Check	1	1269		DETROIT LAKES CHIROPRACTIC	Yes	No	No	USD	04/08/2024	110.00
			8991	706159	Check	1	1291		DL REGIONAL CHAMBER OF COMME	Yes	No	No	USD	04/08/2024	100.00
			8992	706160	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	USD	04/08/2024	6,931.34
			9047	706161	Check	1	2718	REMIT	ECKROTH MUSIC	Yes	No	No	USD	04/08/2024	748.96
			9039	706162	Check	1	2317		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	04/08/2024	240.69
			9057	706163	Check	1	3401		FAIRBANKS, ALVINA	Yes	No	No	USD	04/08/2024	100.00
			8993	706164	Check	1	1381		FODE, STEVEN	Yes	No	No	USD	04/08/2024	151.45
			9044	706165	Check	1	2532	REMIT	GATEKEEPER SYSTEMS, INC.	Yes	No	No	USD	04/08/2024	382.74
			8994	706166	Check	1	1406		GEHRTZ CONSTRUCTION SERVICES	Yes	No	No	USD	04/08/2024	5,294.36
			8995	706167	Check	1	1409		GERRELL'S SPORT CENTER	Yes	No	No	USD	04/08/2024	1,612.00
			8996	706168	Check	1	1421		GOPHER SPORT	Yes	No	No	USD	04/08/2024	260.10
			9045	706169	Check	1	2547		GRIMCO INC.	Yes	No	No	USD	04/08/2024	61.00
			9052	706170	Check	1	3226		H2I GROUP	Yes	No	No	USD	04/08/2024	2,290.00
			8997	706171	Check	1	1467		HEINEMANN	Yes	No	No	USD	04/08/2024	94.80
			8998	706172	Check	1	1484		HIGHSCOPE	Yes	No	No	USD	04/08/2024	813.99
			8999	706173	Check	1	1487		HILLYARD / HUTCHINSON	Yes	No	No	USD	04/08/2024	7,288.66
			9000	706174	Check	1	1511		HOUGH INC.	Yes	No	No	USD	04/08/2024	1,532.75
			9043	706175	Check	1	2409	REMIT	HUT AMERICAN GROUP LLC	Yes	No	No	USD	04/08/2024	93.21
			9001	706176	Check	1	1561		INTEGRITY STEEL SUPPLY, LLC	Yes	No	No	USD	04/08/2024	335.00
			9002	706177	Check	1	1563		INTERQUEST DETECTION CANINES	Yes	No	No	USD	04/08/2024	1,020.00

## 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	9003	706178	Check	1	1569		J.W. PEPPER & SON, INC.	Yes	No	No	USD	04/08/2024	665.59
			9004	706179	Check	1	1601		JOHNSON CONTROLS	Yes	No	No	USD	04/08/2024	710.65
			9005	706180	Check	1	1602		JOHNSON'S LOCK & KEY	Yes	No	No	USD	04/08/2024	972.20
			9006	706181	Check	1	1608		JOSTENS	Yes	No	No	USD	04/08/2024	14.55
			9007	706182	Check	1	1617		KAPLAN EARLY LEARNING COMPAN'	Yes	No	No	USD	04/08/2024	149.95
			9008	706183	Check	1	1648		LAKER LOCKER	Yes	No	No	USD	04/08/2024	445.00
			9009	706184	Check	1	1649		LAKES COUNTRY SERVICE CO-OP	Yes	No	No	USD	04/08/2024	140.00
			9010	706185	Check	1	1653		LAKES GLASS, INC.	Yes	No	No	USD	04/08/2024	45.00
			9011	706186	Check	1	1658		LAKESHORE LEARNING MATERIALS	Yes	No	No	USD	04/08/2024	1,406.28
			9058	706187	Check	1	3402		LAMB GARAGE DOOR SERVICE	Yes	No	No	USD	04/08/2024	4,534.00
			9012	706188	Check	1	1707		MARK'S ELECTRIC INC.	Yes	No	No	USD	04/08/2024	559.45
			9013	706189	Check	1	1736		MENARDS - DETROIT LAKES	Yes	No	No	USD	04/08/2024	1,236.50
			9014	706190	Check	1	1739	REMIT	METROPOLITAN MECHANICAL CONT	Yes	No	No	USD	04/08/2024	1,151.43
			9015	706191	Check	1	1745		MIDWEST BUS PARTS	Yes	No	No	USD	04/08/2024	105.15
			9016	706192	Check	1	1759		MINNESOTA FLYERS GYMNASTICS, I	Yes	No	No	USD	04/08/2024	90.00
			9017	706193	Check	1	1764		MINNKOTA RECYCLING	Yes	No	No	USD	04/08/2024	141.60
			9018	706194	Check	1	1787		MN STATE COMMUNITY & TECHNICA	Yes	No	No	USD	04/08/2024	12,000.00
			9055	706195	Check	1	3397		MOORE, LUCINDA	Yes	No	No	USD	04/08/2024	6,250.00
			9019	706196	Check	1	1826		MVP LOGISTICS LLC	Yes	No	No	USD	04/08/2024	490.11
			9020	706197	Check	1	1833	REMIT	NASCO EDUCATION	Yes	No	No	USD	04/08/2024	283.04
			9024	706198	Check	1	1917	REMIT	NCS PEARSON INC	Yes	No	No	USD	04/08/2024	14.20
			9059	706199	Check	1	3403		OLSON EARTHWORKS	Yes	No	No	USD	04/08/2024	1,430.00
			9021	706200	Check	1	1901		OTIS ELEVATOR COMPANY	Yes	No	No	USD	04/08/2024	375.00
			9022	706201	Check	1	1907		PAN-O-GOLD BAKING CO.	Yes	No	No	USD	04/08/2024	759.34
			9023	706202	Check	1	1908		PAPA MURPHY'S	Yes	No	No	USD	04/08/2024	240.50
			9025	706203	Check	1	1920		PEPSI	Yes	No	No	USD	04/08/2024	1,911.42
			9026	706204	Check	1	1929		PIEPKORN, GREGORY	Yes	No	No	USD	04/08/2024	209.61
			9028	706205	Check	1	1951		PRECISION PRINTING	Yes	No	No	USD	04/08/2024	485.00
			9029	706206	Check	1	1975		RAIRDON, MELISSA	Yes	No	No	USD	04/08/2024	269.45
			9030	706207	Check	1	1980		RDO EQUIPMENT CO.	Yes	No	No	USD	04/08/2024	205.72
			9031	706208	Check	1	1986		REDWOOD TOXICOLOGY LABORATC	Yes	No	No	USD	04/08/2024	72.82
			9053	706209	Check	1	3339	REMIT	REHABMART ECOMMERCE SOLUTIC	Yes	No	No	USD	04/08/2024	1,322.82
			9050	706210	Check	1	2961	REMIT	SPHERO, INC	Yes	No	No	USD	04/08/2024	4,927.95
			9032	706211	Check	1	2120		STAPLES	Yes	No	No	USD	04/08/2024	116.73
			9033	706212	Check	1	2128		STELLHER HUMAN SERVICES, INC.	Yes	No	No	USD	04/08/2024	26,800.00
			9034	706213	Check	1	2139		SUMMIT FIRE PROTECTION	Yes	No	No	USD	04/08/2024	2,350.00
			9042	706214	Check	1	2367		SUPER DUPER PUBLICATIONS	Yes	No	No	USD	04/08/2024	575.00
			9049	706215	Check	1	2942		SYSCO NORTH DAKOTA, INC	Yes	No	No	USD	04/08/2024	6,446.62
			9048	706216	Check	1	2872	REMIT	THE MATH LEARNING CENTER	Yes	No	No	USD	04/08/2024	65.00
			9035	706217	Check	1	2194	REMIT	TRAFERA HOLDINGS, LLC	Yes	No	No	USD	04/08/2024	727.94
			9036	706218	Check	1	2203		TROPHY HOUSE	Yes	No	No	USD	04/08/2024	329.31

# 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	9037	706219	Check	1	2207		TWEETON REFRIGERATION, INC.	Yes	No	No	USD	04/08/2024	615.76
			9027	706220	Check	1	1947		U.S. POSTMASTER	Yes	No	No	USD	04/08/2024	320.00
			9038	706221	Check	1	2226		UPPER LAKES FOODS, INC.	Yes	No	No	USD	04/08/2024	17,307.52
														Bank Total: MW	\$220,434.07
														Report Total:	\$220,434.07

## 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	9217	706270	Check	1	3410		ASHMORE, ALEXA	Yes	No	No	USD	04/22/2024	191.38
		9141	706271	Check	1	1072		ASL INTERPRETING SERVICES, INC	Yes	No	No	USD	04/22/2024	404.00
		9213	706272	Check	1	3193	REMIT	BADLANDS DISTRIBUTION INC	Yes	No	No	USD	04/22/2024	733.90
		9142	706273	Check	1	1091		BECKER COUNTY ENVIRONMENTAL	Yes	No	No	USD	04/22/2024	485.68
		9143	706274	Check	1	1094		BECKER COUNTY TRANSIT	Yes	No	No	USD	04/22/2024	450.00
		9145	706275	Check	1	1116		BLICK ART MATERIALS	Yes	No	No	USD	04/22/2024	89.07
		9146	706276	Check	1	1192		CENTRAL MARKET	Yes	No	No	USD	04/22/2024	34.94
		9212	706277	Check	1	3155	REMIT	CENTRAL MCGOWAN	Yes	No	No	USD	04/22/2024	561.38
		9208	706278	Check	1	2770		CHILEDA INSTITUTE, LLC	Yes	No	No	USD	04/22/2024	10,463.80
		9147	706279	Check	1	1201		CITI CARGO & STORAGE	Yes	No	No	USD	04/22/2024	150.00
		9148	706280	Check	1	1202		CITY OF DETROIT LAKES	Yes	No	No	USD	04/22/2024	600.00
		9149	706281	Check	1	1231		CULINEX	Yes	No	No	USD	04/22/2024	362.39
		9144	706282	Check	1	1107		CWIKLA ACE HARDWARE	Yes	No	No	USD	04/22/2024	93.87
		9150	706283	Check	1	1244		DACOTAH PAPER COMPANY	Yes	No	No	USD	04/22/2024	445.01
		9151	706284	Check	1	1245		DAKOTA BUSINESS SOLUTIONS	Yes	No	No	USD	04/22/2024	308.00
		9152	706285	Check	1	1253		DAVID B. KNOPF CONSTRUCTION	Yes	No	No	USD	04/22/2024	5,240.50
		9153	706286	Check	1	1269		DETROIT LAKES CHIROPRACTIC	Yes	No	No	USD	04/22/2024	110.00
		9154	706287	Check	1	1289		DL COMMUNITY & CULTURAL CENTE	Yes	No	No	USD	04/22/2024	500.00
		9155	706288	Check	1	1295		DOGFISH MEDIA	Yes	No	No	USD	04/22/2024	1,600.00
		9156	706289	Check	1	1300		DRIVEWAY SERVICE	Yes	No	No	USD	04/22/2024	2,432.50
		9157	706290	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	USD	04/22/2024	4,852.42
		9204	706291	Check	1	2317		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	04/22/2024	409.05
		9158	706292	Check	1	1336		ESSENTIA HEALTH	Yes	No	No	USD	04/22/2024	88.00
		9159	706293	Check	1	1336	P.T.	ESSENTIA HEALTH	Yes	No	No	USD	04/22/2024	2,100.00
		9216	706294	Check	1	3404		FAIRBANKS, BONNIE J	Yes	No	No	USD	04/22/2024	550.00
		9160	706295	Check	1	1358		FELDT PLUMBING LLP	Yes	No	No	USD	04/22/2024	3,335.00
		9161	706296	Check	1	1375		FLINN SCIENTIFIC INC.	Yes	No	No	USD	04/22/2024	915.57
		9162	706297	Check	1	1408		GENERAL PARTS LLC	Yes	No	No	USD	04/22/2024	262.45
		9163	706298	Check	1	1409		GERRELL'S SPORT CENTER	Yes	No	No	USD	04/22/2024	2,857.00
		9164	706299	Check	1	1426		GRAINGER, INC.	Yes	No	No	USD	04/22/2024	244.56
		9165	706300	Check	1	1432		GREEN'S PLUMBING & MODERN HEA	Yes	No	No	USD	04/22/2024	2,550.00
		9166	706301	Check	1	1481		HERZOG ROOFING, INC.	Yes	No	No	USD	04/22/2024	765.00
		9167	706302	Check	1	1487		HILLYARD / HUTCHINSON	Yes	No	No	USD	04/22/2024	6,434.29
		9168	706303	Check	1	1511		HOUGH INC.	Yes	No	No	USD	04/22/2024	1,979.13
		9169	706304	Check	1	1529		ICS CONSULTING, LLC -138006	Yes	No	No	USD	04/22/2024	8,239.54
		9170	706305	Check	1	1557		INNOVATIVE OFFICE SOLUTIONS, LL	Yes	No	No	USD	04/22/2024	4.32
		9211	706306	Check	1	2953		INTERMEDIATE DISTRICT 287	Yes	No	No	USD	04/22/2024	8,701.05
		9171	706307	Check	1	1601		JOHNSON CONTROLS	Yes	No	No	USD	04/22/2024	807.86
		9172	706308	Check	1	1608		JOSTENS	Yes	No	No	USD	04/22/2024	258.95
		9173	706309	Check	1	1638	REMIT	L&M FLEET SUPPLY, INC.	Yes	No	No	USD	04/22/2024	376.79
		9218	706310	Check	1	3411		LADUE, TERESE	Yes	No	No	USD	04/22/2024	688.08

# 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	9174	706311	Check	1	1649		LAKES COUNTRY SERVICE CO-OP	Yes	No	No	USD	04/22/2024	4,227.39
		9175	706312	Check	1	1658		LAKESHORE LEARNING MATERIALS	Yes	No	No	USD	04/22/2024	1,277.71
		9176	706313	Check	1	1669		LEDGESTONE, INC.	Yes	No	No	USD	04/22/2024	195.00
		9177	706314	Check	1	1673		LEIGHTON BROADCASTING	Yes	No	No	USD	04/22/2024	219.00
		9207	706315	Check	1	2618	REMIT	LOVING GUIDANCE LLC	Yes	No	No	USD	04/22/2024	85.00
		9178	706316	Check	1	1695		MACKIN EDUCATION RESOURCES	Yes	No	No	USD	04/22/2024	1,915.00
		9179	706317	Check	1	1707		MARK'S ELECTRIC INC.	Yes	No	No	USD	04/22/2024	210.00
		9209	706318	Check	1	2926		MASON, TRACY	Yes	No	No	USD	04/22/2024	302.90
		9180	706319	Check	1	1734		MEEKER & WRIGHT SPECIAL ED. CO	Yes	No	No	USD	04/22/2024	341.44
		9181	706320	Check	1	1736		MENARDS - DETROIT LAKES	Yes	No	No	USD	04/22/2024	1,314.37
		9182	706321	Check	1	1749		MIGUEL'S	Yes	No	No	USD	04/22/2024	730.74
		9183	706322	Check	1	1753		MILLER YARD CARE AND CONSTRUCT	Yes	No	No	USD	04/22/2024	2,970.00
		9184	706323	Check	1	1787		MN STATE COMMUNITY & TECHNICA	Yes	No	No	USD	04/22/2024	127.01
		9205	706324	Check	1	2420	REMIT	MRI SOFTWARE LLC	Yes	No	No	USD	04/22/2024	8.00
		9214	706325	Check	1	3234		MYNA THERAPHY SERVICES, PLLC	Yes	No	No	USD	04/22/2024	9,315.00
		9185	706326	Check	1	1850		NERESON AUTOMOTIVE INC.	Yes	No	No	USD	04/22/2024	2,260.48
		9186	706327	Check	1	1866		NORSEMAN MOTORS, INC.	Yes	No	No	USD	04/22/2024	92.95
		9215	706328	Check	1	3388		OMNI GROUP INTERNATIONAL	Yes	No	No	USD	04/22/2024	90.00
		9187	706329	Check	1	1907		PAN-O-GOLD BAKING CO.	Yes	No	No	USD	04/22/2024	665.20
		9188	706330	Check	1	1920		PEPSI	Yes	No	No	USD	04/22/2024	652.33
		9189	706331	Check	1	1943		POPPLERS MUSIC STORE	Yes	No	No	USD	04/22/2024	788.85
		9190	706332	Check	1	1954		PREMIUM WATERS, INC.	Yes	No	No	USD	04/22/2024	178.97
		9191	706333	Check	1	1958		PRO PRINT, INC.	Yes	No	No	USD	04/22/2024	317.90
		9192	706334	Check	1	1986		REDWOOD TOXICOLOGY LABORATC	Yes	No	No	USD	04/22/2024	7.64
		9203	706335	Check	1	2306		REGION 1	Yes	No	No	USD	04/22/2024	6,625.00
		9193	706336	Check	1	2008		ROGERS, DENNIS	Yes	No	No	USD	04/22/2024	250.00
		9194	706337	Check	1	2014		ROTARY CLUB OF DETROIT LAKES N	Yes	No	No	USD	04/22/2024	219.00
		9195	706338	Check	1	2042		SCHMITT DIRECTOR CENTER	Yes	No	No	USD	04/22/2024	128.55
		9196	706339	Check	1	2056		SCHOOL SPECIALTY LLC	Yes	No	No	USD	04/22/2024	25.15
		9197	706340	Check	1	2074		SEPTIC VAC	Yes	No	No	USD	04/22/2024	195.00
		9219	706341	Check	1	3412		SKARIE, JAIME	Yes	No	No	USD	04/22/2024	53.69
		9210	706342	Check	1	2942		SYSCO NORTH DAKOTA, INC	Yes	No	No	USD	04/22/2024	3,764.70
		9198	706343	Check	1	2194	REMIT	TRAFERA HOLDINGS, LLC	Yes	No	No	USD	04/22/2024	705.95
		9199	706344	Check	1	2203		TROPHY HOUSE	Yes	No	No	USD	04/22/2024	49.20
		9200	706345	Check	1	2226		UPPER LAKES FOODS, INC.	Yes	No	No	USD	04/22/2024	17,396.94
		9206	706346	Check	1	2503		VENTRIS LEARNING LLC	Yes	No	No	USD	04/22/2024	1,881.25
		9201	706347	Check	1	2252		WEBBER FAMILY MOTORS	Yes	No	No	USD	04/22/2024	2,410.79
		9202	706348	Check	1	2270		WOLLIN, JUDY	Yes	No	No	USD	04/22/2024	242.50

Bank Total: MW \$133,916.08

Report Total: \$133,916.08

## HAND PAYABLE SUMMARY (MARCH 2024)

Pmt No	Check No	Pay Type	Code	Vendor	Date	Amount
8671		Wire	1202	CITY OF DETROIT LAKES	3/4/2024	\$ 1,149.20
8672		Wire	1216	CONSTELLATION NEW ENERGY GAS D	3/4/2024	\$ 10,721.64
8673		Wire	1328	EMC INSURANCE COMPANIES	3/4/2024	\$ 17,093.29
8674		Wire	3082	LAKES COUNTRY SERVICE CO-OP INSURANCE POOL	3/4/2024	\$ 306,072.40
8759		Wire	1114	BIX PRODUCE	3/8/2024	\$ 7,232.41
8760		Wire	1168	CAPITAL ONE TRADE CREDIT	3/8/2024	\$ 15.98
8761		Wire	1180	CASH-WA DISTRIBUTING CO.	3/8/2024	\$ 1,383.53
8762		Wire	1757	MINNESOTA ENERGY RESOURCES	3/8/2024	\$ 65.22
8763		Wire	1757	MINNESOTA ENERGY RESOURCES	3/8/2024	\$ 727.43
8764		Wire	1922	PERFORMANCE FOODSERVICE	3/8/2024	\$ 2,818.64
8765		Wire	1922	PERFORMANCE FOODSERVICE	3/8/2024	\$ 51.97
8766		Wire	2388	MN DEPT OF REVENUE -SALES TAX	3/8/2024	\$ 1,328.00
8772		Wire	2290	WEX HEALTH INC - HSA/FLEX	3/11/2024	\$ 15,601.67
8773		Wire	2295	PUBLIC EMPLOYEES RETIREMENT ASSOC	3/11/2024	\$ 60,346.50
8774		Wire	2296	MN TEACHERS RETIREMENT ASSOC.	3/11/2024	\$ 133,590.27
8775		Wire	2308	MINNESOTA STATE RETIREMENT SYS	3/11/2024	\$ 14,083.68
8776		Wire	2312	AVIBEN	3/11/2024	\$ 38,753.77
8777		Wire	2629	MN DEPT OF REVENUE - LEVY	3/11/2024	\$ 345.26
8778		Wire	1202	CITY OF DETROIT LAKES	3/12/2024	\$ 15,975.03
8779		Wire	1202	CITY OF DETROIT LAKES	3/12/2024	\$ 258.60
8780		Wire	1202	CITY OF DETROIT LAKES	3/12/2024	\$ 242.60
8781		Wire	1202	CITY OF DETROIT LAKES	3/12/2024	\$ 5,476.99
8782		Wire	1211	LAKES COMMUNITY COOPERATIVE	3/12/2024	\$ 3,222.37
8783		Wire	1757	MINNESOTA ENERGY RESOURCES	3/12/2024	\$ 579.19
8784		Wire	1757	MINNESOTA ENERGY RESOURCES	3/12/2024	\$ 211.98
8785		Wire	1922	PERFORMANCE FOODSERVICE	3/12/2024	\$ 1,821.77
8786		Wire	1922	PERFORMANCE FOODSERVICE	3/12/2024	\$ 3,741.99
8810		Wire	1114	BIX PRODUCE	3/15/2024	\$ 6,413.29
8811		Wire	1180	CASH-WA DISTRIBUTING CO.	3/15/2024	\$ 683.75
8812		Wire	1270	DETROIT LAKES DISPOSAL	3/15/2024	\$ 4,971.67
8813		Wire	1757	MINNESOTA ENERGY RESOURCES	3/15/2024	\$ 219.32
8814		Wire	2293	INTERNAL REVENUE SERVICE	3/15/2024	\$ 322,541.19
8815		Wire	2294	MN DEPT OF REVENUE -PAYROLL TAXES	3/15/2024	\$ 51,953.40
8834		Wire	1922	PERFORMANCE FOODSERVICE	3/19/2024	\$ 9,263.19
8835		Wire	1922	PERFORMANCE FOODSERVICE	3/19/2024	\$ 84.07
8908		Wire	1039	AMAZON	3/21/2024	\$ 34,545.27
8909		Wire	2290	WEX HEALTH INC - HSA/FLEX	3/21/2024	\$ 15,866.67
8910		Wire	2308	MINNESOTA STATE RETIREMENT SYS	3/21/2024	\$ 14,019.78
8911		Wire	2312	AVIBEN	3/21/2024	\$ 38,753.77
8913		Wire	1068	ARVIG COMMUNICATION SYSTEMS	3/22/2024	\$ 73.78
8914		Wire	1068	ARVIG COMMUNICATION SYSTEMS	3/22/2024	\$ 123.95
8915		Wire	1068	ARVIG COMMUNICATION SYSTEMS	3/22/2024	\$ 489.91
8916		Wire	1114	BIX PRODUCE	3/22/2024	\$ 4,508.96
8917		Wire	1180	CASH-WA DISTRIBUTING CO.	3/22/2024	\$ 723.86
8918		Wire	1757	MINNESOTA ENERGY RESOURCES	3/22/2024	\$ 520.52
8919		Wire	1922	PERFORMANCE FOODSERVICE	3/22/2024	\$ 892.54
8920		Wire	1922	PERFORMANCE FOODSERVICE	3/22/2024	\$ 93.55
8921		Wire	2232	VERIZON WIRELESS	3/22/2024	\$ 637.10
8922		Wire	2232	VERIZON WIRELESS	3/22/2024	\$ 555.74

8923		Wire	3065	METLIFE	3/22/2024	\$ 6,234.19
8931		Wire	1114	BIX PRODUCE	3/28/2024	\$ 1,969.80
8932		Wire	1180	CASH-WA DISTRIBUTING CO.	3/28/2024	\$ 781.79
8933		Wire	1202	CITY OF DETROIT LAKES	3/28/2024	\$ 141.99
8934		Wire	1202	CITY OF DETROIT LAKES	3/28/2024	\$ 16,048.07
8935		Wire	1202	CITY OF DETROIT LAKES	3/28/2024	\$ 1,157.24
8936		Wire	1202	CITY OF DETROIT LAKES	3/28/2024	\$ 971.74
8937		Wire	1202	CITY OF DETROIT LAKES	3/28/2024	\$ 240.64
8938		Wire	1202	CITY OF DETROIT LAKES	3/28/2024	\$ 415.78
8939		Wire	1757	MINNESOTA ENERGY RESOURCES	3/28/2024	\$ 371.37
8940		Wire	1757	MINNESOTA ENERGY RESOURCES	3/28/2024	\$ 6,792.63
8941		Wire	1757	MINNESOTA ENERGY RESOURCES	3/28/2024	\$ 2,349.96
8942		Wire	1757	MINNESOTA ENERGY RESOURCES	3/28/2024	\$ 2,043.99
8943		Wire	1922	PERFORMANCE FOODSERVICE	3/28/2024	\$ 1,601.36
8944		Wire	1922	PERFORMANCE FOODSERVICE	3/28/2024	\$ 2,713.86
8945		Wire	2295	PUBLIC EMPLOYEES RETIREMENT ASSOC	3/28/2024	\$ 38,007.73
8946		Wire	2296	MN TEACHERS RETIREMENT ASSOC.	3/28/2024	\$ 212,737.61
8947		Wire	2629	MN DEPT OF REVENUE - LEVY	3/18/2024	\$ 315.40
8958		Wire	2293	INTERNAL REVENUE SERVICE	3/28/2024	\$ 242,564.39
8959		Wire	2294	MN DEPT OF REVENUE -PAYROLL TAXES	3/28/2024	\$ 40,091.42
8960		Wire	2308	MINNESOTA STATE RETIREMENT SYS	3/28/2024	\$ 14,019.78
8961		Wire	2312	AVIBEN	3/28/2024	\$ 38,753.77
8962		Wire	2629	MN DEPT OF REVENUE - LEVY	3/28/2024	\$ 338.44
8963		Wire	1224	CORPORATE PAYMENT SYSTEMS	3/31/2024	\$ 16,889.74
9068		Wire	2290	WEX HEALTH INC - HSA/FLEX	3/28/2024	\$ 15,991.67
9069		Wire	2389	MIDWEST BANK	3/31/2024	\$ 10.00
9070		Wire	2389	MIDWEST BANK	3/31/2024	\$ 10.00
9071		Wire	2389	MIDWEST BANK	3/31/2024	\$ 10.00
9072		Wire	2389	MIDWEST BANK	3/31/2024	\$ 10.00
9073		Wire	2389	MIDWEST BANK	3/31/2024	\$ 100.00
9074		Wire	2389	MIDWEST BANK	3/31/2024	\$ 4.00
9075		Wire	2390	AUTHORIZE.NET GATEWAY BILLING	3/31/2024	\$ 10.00
9076		Wire	2392	VANTIV BILLING / WORLDPAY	3/31/2024	\$ 88.64
9077		Wire	2393	REVTRAK	3/31/2024	\$ 29.95
9078		Wire	2394	TRANSFIRST AFFINETY	3/31/2024	\$ 799.10
9079		Wire	2489	WEX HEALTH INC	3/31/2024	\$ 464.75
9080		Wire	2489	WEX HEALTH INC	3/31/2024	\$ 17,453.04
8201	705544	Check	3345	MOSS, DAMARION	3/12/2024	\$ (60.00)
8675	705912	Check	1006	AAKRE, ANNA	3/4/2024	\$ 32.60
8676	705913	Check	1049	ANDERSON COACH OF FRAZEE, INC.	3/4/2024	\$ 27,789.40
8677	705914	Check	1101	BERGMANN, TUCKER	3/4/2024	\$ 26.23
8678	705915	Check	1103	BERNTSON, JULIE	3/4/2024	\$ 59.84
8680	705916	Check	1176	CARRIER, JOSEPH	3/4/2024	\$ 108.00
8679	705917	Check	1107	CWIKLA ACE HARDWARE	3/4/2024	\$ 235.56
8681	705918	Check	1524	HUTCHINSON, DAVID	3/4/2024	\$ 180.13
8682	705919	Check	1580	JENSEN, NICOLE	3/4/2024	\$ 20.42
8687	705920	Check	2706	MINNESOTA BAND DIRECTORS ASSOCIATION	3/4/2024	\$ 125.00
8683	705921	Check	1860	NOAH, BENJAMIN	3/4/2024	\$ 897.05
8688	705922	Check	3385	NORTHLAND COMMUNITY SCHOOLS	3/4/2024	\$ 125.00
8684	705923	Check	1891	OLANDER BUS SERVICE INC.	3/4/2024	\$ 189,927.50
8685	705924	Check	1992	REGION 8AA MSHSL	3/4/2024	\$ 2,495.00
8686	705925	Check	2063	SCHULTZ BUS COMPANY	3/4/2024	\$ 105,634.95
8767	705996	Check	1106	BETTCHEER, JOSHUA	3/8/2024	\$ 178.98
8768	705997	Check	1497	HOGIE, BRAEDEN	3/8/2024	\$ 113.74
8771	705998	Check	3386	JIMENEZ, JULIAN	3/8/2024	\$ 20.59

8769	705999	Check	1992	REGION 8AA MSHSL	3/8/2024	\$	4,061.00
8770	706000	Check	2203	TROPHY HOUSE	3/8/2024	\$	581.03
8790	706001	Check	2406	BURNSIDE, BRADY	3/12/2024	\$	125.00
8787	706002	Check	1192	CENTRAL MARKET	3/12/2024	\$	223.80
8788	706003	Check	1549	ISD #846	3/12/2024	\$	168.00
8792	706004	Check	3287	MITCHELL, ALYSSA	3/12/2024	\$	247.04
8793	706005	Check	3345	MOSS, DAMARION	3/12/2024	\$	60.00
8791	706006	Check	2791	PIEMONTE, BETH	3/12/2024	\$	125.00
8789	706007	Check	2203	TROPHY HOUSE	3/12/2024	\$	296.16
8806	706008	Check	2925	BLOOM, ANTHONY	3/15/2024	\$	500.00
8794	706009	Check	1156	BUERMANN, EMILY	3/15/2024	\$	100.00
8795	706010	Check	1176	CARRIER, JOSEPH	3/15/2024	\$	1,200.00
8804	706011	Check	2883	CLARK, JEREMY	3/15/2024	\$	300.00
8803	706012	Check	2881	GABBARD, MICHAEL	3/15/2024	\$	500.00
8801	706013	Check	2879	GOODSKY, TERRY	3/15/2024	\$	300.00
8796	706014	Check	1580	JENSEN, NICOLE	3/15/2024	\$	70.06
8797	706015	Check	1596	JOHNSON, JACOB	3/15/2024	\$	35.47
8798	706016	Check	1597	JOHNSON, JESSICA	3/15/2024	\$	66.73
8802	706017	Check	2880	JONES, DAYTON	3/15/2024	\$	800.00
8800	706018	Check	2878	KIER, BRANDON	3/15/2024	\$	500.00
8805	706019	Check	2884	MILLER JR, EDWARD T.	3/15/2024	\$	400.00
8807	706020	Check	3390	MONROE, LOGAN	3/15/2024	\$	500.00
8809	706021	Check	3392	TROWBRIDGE, HEATHER	3/15/2024	\$	220.00
8799	706022	Check	2631	VOLLOM, TOM	3/15/2024	\$	500.00
8808	706023	Check	3391	WEAVER, JON	3/15/2024	\$	400.00
8818	706024	Check	2287	AFSCME COUNCIL 65	3/15/2024	\$	284.56
8816	706025	Check	2285	AMERICAN FAMILY LIFE ASSURANCE CO	3/15/2024	\$	252.44
8820	706026	Check	2309	D. L. ATHLETIC FOUNDATION	3/15/2024	\$	155.00
8821	706027	Check	2310	D.L. PUBLIC EDUC FOUNDATION	3/15/2024	\$	30.00
8817	706028	Check	2286	MINNESOTA CHILD SUPPORT	3/15/2024	\$	607.00
8823	706029	Check	2363	MN SCHOOL EMPLOYEES ASSOC.	3/15/2024	\$	123.02
8822	706030	Check	2328	SUPPORT PAYMENT CLEARINGHOUSE	3/15/2024	\$	335.91
8819	706031	Check	2292	UNITED WAY OF BECKER COUNTY	3/15/2024	\$	188.00
8828	706032	Check	2406	BURNSIDE, BRADY	3/19/2024	\$	150.00
8824	706033	Check	1176	CARRIER, JOSEPH	3/19/2024	\$	500.00
8833	706034	Check	3396	GO PROMO, LLC	3/19/2024	\$	655.00
8831	706035	Check	2862	HAGEN, MADISON	3/19/2024	\$	150.00
8829	706036	Check	2760	ISD #740	3/19/2024	\$	132.00
8832	706037	Check	3394	MCCANN, ELIZABETH	3/19/2024	\$	866.00
8830	706038	Check	2791	PIEMONTE, BETH	3/19/2024	\$	150.00
8826	706039	Check	1951	PRECISION PRINTING	3/19/2024	\$	91.00
8827	706040	Check	2203	TROPHY HOUSE	3/19/2024	\$	355.00
8825	706041	Check	1599	WAHLSTROM, RACHEL	3/19/2024	\$	140.40
8912	706114	Check	2288	MADISON NATIONAL LIFE INSURANCE	3/22/2024	\$	2,163.19
8924	706115	Check	1002	3X GEAR LLC	3/27/2024	\$	730.00
8925	706116	Check	1153	BTD MANUFACTURING	3/27/2024	\$	5,000.00
8926	706117	Check	1192	CENTRAL MARKET	3/27/2024	\$	80.26
8929	706118	Check	2869	DETROIT COUNTRY CLUB	3/27/2024	\$	3,550.00
8930	706119	Check	3399	ISD #813	3/27/2024	\$	180.00
8927	706120	Check	2104	SOLBERG, BRAD	3/27/2024	\$	150.00
8928	706121	Check	2864	VOYAGER LANES	3/27/2024	\$	572.00
8950	706122	Check	2287	AFSCME COUNCIL 65	3/28/2024	\$	284.56
8948	706123	Check	2285	AMERICAN FAMILY LIFE ASSURANCE CO	3/28/2024	\$	252.44
8952	706124	Check	2309	D. L. ATHLETIC FOUNDATION	3/28/2024	\$	155.00
8956	706125	Check	2330	D.L. EDUCATION MINNESOTA (PARA)	3/28/2024	\$	1,285.05

8955	706126	Check	2329	D.L. EDUCATION MINNESOTA (TEACHER)	3/28/2024	\$ 19,357.83
8953	706127	Check	2310	D.L. PUBLIC EDUC FOUNDATION	3/28/2024	\$ 30.00
8949	706128	Check	2286	MINNESOTA CHILD SUPPORT	3/28/2024	\$ 607.00
8957	706129	Check	2363	MN SCHOOL EMPLOYEES ASSOC.	3/28/2024	\$ 155.06
8954	706130	Check	2328	SUPPORT PAYMENT CLEARINGHOUSE	3/28/2024	\$ 335.91
8951	706131	Check	2292	UNITED WAY OF BECKER COUNTY	3/28/2024	\$ 188.00

**\$2,213,811.41**

# PERSONNEL AGENDA

## April 22, 2024

### 1) **Resignations:**

Jim Bergerson– High School Custodian, effective April 16, 2024.

Hailey Brower– Assistant Varsity Dance Team Coach, effective April 9, 2024.

Haily Felker– Rossman Paraprofessional, effective April 17, 2024.

Kelly Kalina– High School BARR Coordinator, effective end of 23-24 School Year.

Andrea McIntosh– Middle School Education Assistant, effective May 23, 2024.

Jennifer Stangel– Accountant, effective May 1, 2024.

Kayleigh Trnka– Lincoln Paraprofessional, effective May 23, 2024.

Janay Trotter– Rossman Food Service, effective April 12, 2024.

### 2) **Retirements:**

### 3) **Appointments:**

Nathan Anderson– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Deanna Baukol–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Nicole Benson–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Christina Bergeron–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Sam Bergren– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Casey Berntson– Detroit Lakes Middle School Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Julie Berntson– Detroit Lakes Middle School Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024

Katie Biggar– Detroit Lakes Middle School Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024

Zach Biggar– Detroit Lakes Middle School Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024

Kristen Blom–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Sidney Bly–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Elissa Braaten–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Brett Brenden– High School Science Teacher, at the rate of MA Step 6 or a contract amount of \$58,008 per year, effective August 19, 2024. \*pending course completion\*

Bill Broderius–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Cameron Cannon– Middle School Baseball Coach, at the rate of 4.5% of Step 1 or a contract amount of \$1,967.04 per searson, effective April 1, 2024.

Shelly Cervantes– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Carli Daniel– High School Summer School Teacher, at the rate of \$30 per hour, working up to 152 hours, effective June 3, 2024 through June 27, 2024 and July 8, 2024 through August 1, 2024. .

Johnny Do– Rossman Laker Kids Assistant, at the rate of \$16.50 per hour. Working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Paige Fettig– Rossman Fourth Grade Teacher, at the rate of MA Step 4 or a contract amount of \$54,655 per year, effective August 19, 2024. \*pending licensure\*

Laura Flint–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Kelsey Fode– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Tyler Fode–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Belinda Freeman– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Chris Gerdes– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Olivia Gravelle– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Sam Gulon– Detroit Lakes Middle School Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024

Ally Hefta–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Cali Harrier– High School Unified Club Advisor, at the rate of \$1,748.48 per year, effective September 5, 2023.

Terry Haus– High School 9th Grade Baseball Coach, at the rate of \$2,622.72 per season, effective April 1, 2024.

Autumn Hiemenz– Rossman Laker Kids Assistant, at the rate of \$16.50 per hour, working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Danika Huerd– Rossman Fourth Grade Teacher, at the rate of BA Step 3 or a contract amount of \$46,744 per year, effective August 19, 2024.

Laura Jensen–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Masyn Johnson– Rossman First Grade Teacher, at the rate of BA Step 1 or a contract amount of \$45,023 per year, effective August 19, 2024. \*pending licensure\*

Myilinda Johnson–Rossman Laker Kids Assistant, at the rate of \$16.50 per hour, working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Sherri Johnson– Detroit Lakes Middle School Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024

Megan Klair– Detroit Lakes Middle School Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024

Megan Klair– Middle School Track Coach, at the rate of 4.5% of Step 1 or a contract amount of \$1,967.04 per season, effective April 2, 2024.

Maija Kraus–Rossman Laker Kids Assistant, at the rate of \$16.50 per hour, working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Elizabeth Kvebak– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Robert Layton– Middle School Softball Coach, at the rate of 4.5% of Step 1 or a contract amount of \$983.52 per season, effective April 1, 2024.

Carly Lenzen– Detroit Lakes Middle School Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024

Sam Murphy–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Cara Myers– High School Summer School Teacher, at the rate of \$30 per hour, working up to 152 hours, effective June 3, 2024 through June 27, 2024 and July 8, 2024 through August 1, 2024.

Natalie Neal–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024

Clare Nemece– Rossman Elementary Education Teacher, at the rate of BA Step 1 or a contract amount of \$45,023 per year, effective August 19, 2024.

Graham Newman–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Martha Nustad– Rossman Laker Kids Assistant, at the rate of \$16.50 per hour, working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Mckenzie Oistad–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Ben Pedersen– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Jenna Pipek– Middle School Softball Coach, at the rate of 4.5% of Step 1 or a contract amount of \$983.52 per season, effective April 1, 2024.

Mikail Ramsey– Rossman Laker Kids Assistant, at the rate of \$16.50 per hour, working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Josie Retz–Rossman Laker Kids Assistant, at the rate of \$16.50 per hour, working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Allie Sanders–Rossman Laker Kids Assistant, at the rate of \$16.50 per hour, working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Sara Schnathorst– Detroit Lakes Middle School Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024

Sadie Skrove– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Aaron Swenson– High School Academy Ambassador Advisor, at the rate of \$874.24 per year, effective August 28, 2023.

Andrea Walberg– Rossman Laker Kids Assistant, at the rate of \$16.50 per hour. Working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Nicole Wallace– Rossman Laker Kids Supervisor, at the rate of \$22.00 per hour, working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Dennis Weaver– High School Summer School Teacher, at the rate of \$30 per hour, working up to 152 hours, effective June 3, 2024 through June 27, 2024 and July 8, 2024 through August 1, 2024.

Peggy Werner–Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Taylor Winter–Rossman Laker Kids Assistant, at the rate of \$16.50 per hour. Working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Kellie Wolf– Detroit Lakes Elementary Summer School Teacher, at the rate of \$30 per hour, working up to 106 hours, effective July 8, 2024 through July 25, 2024.

Rhett Zima– Rossman Laker Kids Supervisor, at the rate of \$22.00 per hour, working up to 29.75 hours per week, effective May 28, 2024 through August 23, 2024.

Darin Zimmerman– Middle School Behavior Interventionist, at the rate of MA+10 Step 10 or a contract amount of \$67,356 per year, effective August 19, 2024.

**4) Amended Assignment:**

Linda Mallow– High School Social Studies Teacher is amending her assignment from .5 FTE to .6 FTE, effective August 26, 2024.

Cassandra Wilson– ECSE Para is amending her assignment from 23 hours per week to 29.75 hours per week , effective April 2, 2024.

5) **Termination:**

Peter Lamm– High School Custodian, effective April 10, 2024.

6) **Leave of Absence:**

Brenda Bergum– Rossman Education Assistant is requesting to extend her leave of absence from April 24, 2024 to May 23, 2024.

Date Adopted: 05/15/2006	File Number: Detroit Lakes Policy - 533
Date Revised: 08/13/2012; 04/10/2017, 12/19/2022, <u>04/22/24</u>	

## 533 – WELLNESS/NUTRITION POLICY OF THE SCHOOL DISTRICT

### I. Purpose

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

### II. General Statement of Policy

- A. The School Board recognizes that nutrition education and physical education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and education.
- B. The school environment will promote students' health and well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The School District encourages involvement of students, parents, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn and thrive.
- E. All students in grades P-K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; ~~try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning;~~<sup>[1]</sup> and will provide clean, safe, and pleasant settings and adequate time for students to eat.

### III. Wellness Goals

#### A. Nutrition Education and Promotion

1. The Detroit Lakes School District will encourage and support healthy eating by students and engage in nutrition promotion that is:
  - a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;
  - b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, as appropriate; and
  - c. Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. The School District will encourage all students to make age appropriate, healthy selection of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte (snack) lines, vending machines, fundraising events, concession stands, and student stores.

#### B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television.
2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and
3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents.

1. The School District recognizes that parents and guardians have a primary and fundamental role in promoting their children's health and well-being.
2. The School District will support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. The School District encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
4. The School District will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

A. | |

[2]  
IV.

**STANDARDS AND NUTRITION GUIDELINES**

~~*[Note: The Act requires that school districts have standards, selected by the school district, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that school districts also have nutrition guidelines.]*~~<sup>[3]</sup>

A. School Meals

~~*[Note: The Act specifically requires that the wellness policy contain standards and nutrition guidelines for all foods and beverages sold to students during the school day that are consistent with the meal requirements for lunches and after-school snacks set forth in 7 Code of Federal Regulations section 210.10 and the meal requirements for breakfasts set forth in Code of Federal Regulations section 220.8.]*~~<sup>[4]</sup>

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.
2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.
3. ~~*Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.*~~<sup>[5]</sup>
4. ~~*The school district*~~~~*Food service personnel*~~<sup>[6]</sup> will provide clean, safe, and pleasant settings and adequate time for students to eat.
5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.
6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.
7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.
2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.
2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.
3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:
  - a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.  
  

~~**[Note: Healthy party ideas are available from the USDA.]**~~ [7]
  - b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.
3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.
2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

**V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT**

A. Wellness Coordinator

~~**[Note: The Act requires that local school wellness policies identify the position of the local education agency or school official(s) responsible for the implementation and oversight of the local school wellness policy.]**~~<sup>[8]</sup>

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (~~Human Resources Director~~<sup>Wellness Coordinator</sup><sup>[9]</sup>). The ~~Human Resources Director~~<sup>Wellness Coordinator</sup><sup>[10]</sup> will ensure that each school implements the policy.
2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the ~~Human Resources Director~~<sup>Wellness Coordinator</sup><sup>[11]</sup> regarding compliance matters upon request.

B. Public Involvement

~~**[Note: The Act requires a description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy.]**~~<sup>[12]</sup>

1. The ~~Human Resources Director~~<sup>Wellness Coordinator</sup><sup>[13]</sup> will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.
2. The ~~Human Resources Director~~<sup>Wellness Coordinator</sup><sup>[14]</sup> will hold meetings ~~two times per year, from time to time~~, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

## VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

~~**[Note: The Act requires a description of the plan for measuring the implementation of the local school wellness policy.]**~~<sup>[15]</sup>

1. After approval by the school board, the wellness policy will be implemented throughout the school district.
2. The school district will post its wellness policy on its website, to the extent it maintains a website.

~~**[Note: Per Minnesota Statutes section 121A.215, when available, a school district must post its current local school wellness policy on its website.]**~~<sup>[16]</sup>

B. Annual Reporting

~~**[Note: The Act requires that school districts inform the public about the content and implementation of the local wellness policy and make the policy and any updates to the policy available to the public on an annual basis.]**~~<sup>[17]</sup>

The ~~Human Resources Director~~<sup>Wellness Coordinator</sup><sup>[18]</sup> will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

~~[Note: The Act requires a triennial assessment of schools' compliance with the wellness policy. The Act also requires school districts to inform the public about progress toward meeting the goals of the wellness policy by making the triennial assessment available to the public in an accessible and easily understood manner.]~~[19]

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:
  - a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;
  - b. the extent to which the school district's wellness policy compares to model local wellness policies; and
  - c. a description of the progress made in attaining the goals of the school district's wellness policy.
2. The ~~Food Service Director~~ Wellness Coordinator [20] will be responsible for conducting the triennial assessment.
3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

~~[Note: The Act requires school districts to retain records to document compliance with the requirements of 7 Code of Federal Regulations section 210.30.]~~[21]

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

1. The school district's written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.
3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

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

**Local Resources:** Minnesota Department of Education, [www.education.state.mn.us](http://www.education.state.mn.us)  
Minnesota Department of Health, [www.health.state.mn.us](http://www.health.state.mn.us)  
County Health Departments  
Action for Healthy Kids Minnesota, [www.actionforhealthykids.org](http://www.actionforhealthykids.org)  
United States Department of Agriculture, [www.fns.usda.gov](http://www.fns.usda.gov)

Date Adopted:	File Number:
Date Revised: 7/10/2017, 12/19,2022, 09/25/23, Draft 02/19/24	Detroit Lakes Policy - 534

## 534 –SCHOOL MEALS POLICY

~~[Note: In 2021, the Minnesota Legislature amended Minnesota Statutes, section 124D.11, to require that Minnesota school districts that participate in the national school lunch program 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.][1]~~

### I. PURPOSE

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

### II. PAYMENT OF MEALS

A. ~~[OPTION 1: All a la carte items or second meal purchases are to be prepaid before meal service begins. Payments can be made via the school district’s online payment portal or via check or cash at any school office. 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.][2]~~

~~——— [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.][3]~~

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.

(3) a student who has been determined eligible for free and reduced-price meal must always be served a reimbursable meal even if the student has an outstanding debt.

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

E. 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.

F. 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 email and letters sent home(~~e.g., verbal, telephone, email, letters sent home~~).<sup>[4]</sup>

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 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,~~<sup>[5]</sup> 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, audiotape, 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](mailto: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**

## **707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS**

### **I. PURPOSE**

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

### **III. DEFINITIONS**

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education ("Commissioner"). A licensed physician, an advanced practice nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability.
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district.
- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional

shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.

- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964.
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides.
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located.
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minnesota Statutes section 120A.22 by attendance at a nonpublic school.
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota.

#### **IV. ELIGIBILITY**

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian.
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.
- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation.
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for

students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

**V. TRANSPORTATION OF NONRESIDENT STUDENTS**

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students.
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation.
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district.
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program.

**VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS**

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minn. Stat. § 124D.03, Subd. 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district.
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion.

**VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES**

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes section 123B.92, subdivision 1(b)(4), for a resident child with a disability not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a

child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.

- B. Resident students with a disability whose disabling conditions are such that the student cannot be safely transported on the regular school bus and/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 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 students with a disability on the basis of the disabling condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district.
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary.
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district.
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.
- H. Any parent of a 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 alternative dispute resolution and due process procedures provided for in Minnesota Statutes chapter 125A.

## **VIII. HOMELESS STUDENTS**

- A. Homeless students shall be provided with transportation services comparable to other students in the school district.
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
  - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district.
  - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation.
  - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located.
  - 4. A homeless nonresident student enrolled under Minnesota Statutes section 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

## **IX. AVAILABILITY OF SERVICES**

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days.

### **SCHEDULING AND ROUTING**

Transportation services will be provided insofar as possible as follows:

- A. On a city, county or township-owned road which is maintained by the city, county or township and is one-half mile long or more one way and comes out to a main traveled road.

There is a suitable and maintained place to turn around.

If vision is obscured at the point of turn-around, other arrangements will be necessary and will be at the discretion of the transportation contractor and the Transportation Director.

All turn-arounds must be plowed out wide enough to accommodate sufficient space for the safe turn-around of a bus. Transportation routes will be established to arrange the time and order of pick-up to minimize, to the degree possible, the amount of time a student is to ride on a school bus to and from school.

Insofar as possible, students will be transported towards the school of attendance without hauling students greater distances out into the country than necessary.

Families may designate a pickup location that is different from their dropoff location. Multiple pickup or dropoff locations will not be allowed except if approved by the Transportation Director. All pickup and dropoff locations must be in the same attendance area as the school of record

All bus routes will be controlled directly by the Transportation Director and all questions by School Board members, parents, bus drivers, and bus owners shall be first referred to the Transportation Director for his review, consideration and recommendation.

Buses will not be operated on private roads or driveways unless, in the judgment of the bus contractors and the Transportation Director, a greater safety hazard exists in backing or turning around the bus in a hazardous area on a township or county-owned road.

In general, the Detroit Lakes Public Schools will offer transportation to all students assigned to a building of record providing the student's record of residence is a minimum of one mile or more from the assigned school of attendance.

Students residing more than one half mile from their residence to the nearest edge of school property within the city boundaries of Detroit Lakes or who are classified as a Hazardous Transportation Category will be provided daily transportation to and from school. Hazardous Transportation Categories are as follows: students whose residence in relation to their building of attendance requires the crossing of U.S. Highway 10, Minnesota Highway 34, Washington Avenue, Corbett Road, 11th Avenue from 8th Street to MN Hwy 34, Roosevelt Avenue from U.S. Hwy 10 to MN Hwy 34, or the Burlington Northern and Canadian Pacific railroad tracks. A map depicting such areas is available for inspection at the Administration Center.

Unique or temporary locations within the city limits will be determined by the Transportation Director.

## **X. MANNER OF TRANSPORTATION**

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means.

## **XI. RESTRICTIONS**

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 United States Code section 1415 (Individuals with Disabilities Act), 29 United States Code section 794 (the Rehabilitation Act), and 42 United States Code section 12132, (Americans with Disabilities Act) are governed by these provisions.

## **XII. FEES**

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The

school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minnesota Statutes section 190.05.

- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

**Legal References:**

Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.59 (Bus Transportation a Privilege Not a Right)  
Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.41 (Definitions)  
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.04 (Options for Enrolling in Adjoining States)  
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)  
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)  
Minn. Stat. Ch. 125A (Special Education and Special Programs)  
Minn. Stat. § 125A.02 (Children with a Disability Defined)  
Minn. Stat. § 125A.12 (Attendance in Another District)  
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)  
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)  
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)  
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)  
Minn. Stat. § 126C.01 (Definitions)  
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)  
Minn. Stat. § 190.05 (Definitions)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)  
20 U.S.C. § 1415 (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 2000d (Prohibition against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)  
42 U.S.C. § 11431 *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)  
42 U.S.C. § 12132 *et seq.* (Americans with Disabilities Act)

**Cross References:**

MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Date Adopted: 2/11/91

Date Revised: 08/13/01; 05/13/02; 12/8/03; 9/11/06;  
3/12/07; 5/12/08; 10/13/08, 10/04/17, 09/26/22,  
08/28/23, 04/22/24

## Detroit Lakes Public Schools Policy # 709

# 709 - STUDENT TRANSPORTATION 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 provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

Administrative procedures of the transportation system have been adopted by the School Board. The bus drivers and contractors shall be responsible to the Superintendent, who may delegate to the Transportation Director authority in the area of transportation.

Riding a school bus is a privilege, not a right. The transportation routing system provided by Detroit Lakes Public Schools is designed as a mass transit system with common collection points and is not intended to be a cab service. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the School District's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provision. (MN Stat § 121A.59)

## ~~II. RIDER ELIGIBILITY QUALIFICATIONS~~

~~The Detroit Lakes School District will provide transportation services insofar as possible to students eligible for transportation under provisions of state rules and regulations and as described in this policy concerning school district transportation. The bus contractor will have the responsibility to develop and assign bus routes in the safest and most efficient manner possible, taking into consideration bus route lengths, time of pick up, and all the related considerations for the efficient management of district transportation services. The Transportation Director shall have the responsibility to review and adjust, if necessary, any or all provisions of transportation services provided by the district and by a private contractor for the district.~~

### ~~A. Regular Transportation~~

~~Upon the request of a parent or guardian, the School District shall provide transportation to and from school, at the expense of the School District, for all resident students who reside one mile or more from the school or are classified in a hazardous transportation category, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. (MN Stat § 123B.88, Subd.1).~~

~~B. Special Education Transportation~~

~~Resident disabled students whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/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 shall be entitled to special transportation at the expense of the School District. The School District shall determine the type of vehicle used to transport disabled students on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the School District. (MN Rules Part 7470.1600).~~

~~C. Open Enrollment Transportation~~

~~The district may provide transportation to open-enrolled (non-resident) students who are attending Detroit Lakes Public Schools in the following manner:~~

- ~~1. Generally speaking from the closest pick-up/drop-off point assigned by the Transportation Director within the geographical boundary of Detroit Lakes Schools.~~
- ~~2. The district will consider exceptions to the above policy by assigning pick-up/drop-off points in contiguous districts. The district will consider several factors to include safety, cost, increased riding time for resident students, practicality, and route efficiency. The Transportation Director will make the determination in these cases.~~

~~D. Homeless Student~~

~~Unless otherwise specifically provided by law, a homeless student is a resident of the School District if enrolled in the School District. (MN Stat. § 123B.92, Subd. 1(b)(1); MN Stat § 127A.47, Subd. 2). "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of adequate alternative accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings. (42 U.S.C. § 11434a). [1]~~

~~III. SCHEDULING AND ROUTING~~

~~Transportation services will be provided insofar as possible as follows:~~

- ~~A. On a city, county or township owned road which is maintained by the city, county or township and is one half mile long or more one way and comes out to a main traveled road.~~
- ~~B. There is a suitable and maintained place to turn around.~~
- ~~C. If vision is obscured at the point of turn-around, other arrangements will be necessary and will be at the discretion of the transportation contractor and the Transportation Director.~~

D. All turn-arounds must be plowed out wide enough to accommodate sufficient space for the safe turn-around of a bus.

E. Transportation routes will be established to arrange the time and order of pick-up to minimize, to the degree possible, the amount of time a student is to ride on a school bus to and from school.

F. Insofar as possible, students will be transported towards the school of attendance without hauling students greater distances out into the country than necessary.

G. Families may designate a pickup location that is different from their dropoff location. Multiple pickup or dropoff locations will not be allowed except if approved by the Transportation Director. All pickup and dropoff locations must be in the same attendance area as the school of record.

H. All bus routes will be controlled directly by the Transportation Director and all questions by School Board members, parents, bus drivers, and bus owners shall be first referred to the Transportation Director for his review, consideration and recommendation.

I. Buses will not be operated on private roads or driveways unless, in the judgment of the bus contractors and the Transportation Director, a greater safety hazard exists in backing or turning around the bus in a hazardous area on a township or county-owned road.

J. In general, the Detroit Lakes Public Schools will offer transportation to all students assigned to a building of record providing the student's record of residence is a minimum of one mile or more from the assigned school of attendance.

{2}

#### ● IV. HAZARDOUS QUALIFICATIONS

Students residing more than one half mile from their residence to the nearest edge of school property within the city boundaries of Detroit Lakes or who are classified as a Hazardous Transportation Category will be provided daily transportation to and from school. Hazardous Transportation Categories are as follows: students whose residence in relation to their building of attendance requires the crossing of U.S. Highway 10, Minnesota Highway 34, Washington Avenue, Corbett Road, 11<sup>th</sup> Avenue from 8<sup>th</sup> Street to MN Hwy 34, Roosevelt Avenue from U.S. Hwy 10 to MN Hwy 34, or the Burlington Northern and Canadian Pacific railroad tracks. A map depicting such areas is available for inspection at the Administration Center.

Unique or temporary locations within the city limits will be determined by the Transportation Director.

{3}

#### V. SEAT BELTS

The typical school bus used by Detroit Lakes Schools utilizes the concept of "compartmentalization" whereby the backs of each seat are fully padded to reduce the risk of injury in the event of an accident. In addition, accident (crash) testing conducted by the National Traffic Safety Board has warned that the use of seat belts may result in a greater hazard to occupants than without seat belts. As a result, seat belts will

~~not be used in school buses except when transporting students requiring special education services. Special education van/buses will be equipped with seat belts, and students will be belted because the buses used are smaller, lighter, and seat belts assist the students by keeping the students in their seats facing forward.~~[4]

## **VII.[5] PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING**

### **A. School Bus Safety Week**

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

### **B. Student School Bus Safety Training**

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

- a. transportation by school bus is a privilege, not a right;
- b. school district policies for student conduct and school bus safety;
- c. appropriate conduct while on the bus;
- d. the danger zones surrounding a school bus;
- e. procedures for safely boarding and leaving a school bus;
- f. procedures for safe vehicle lane crossing; and
- g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instructional materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes 169.446, Subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8. The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training

~~C.~~ Active Transportation Safety Training

~~1.~~ Training required

~~a.~~

~~The school district must provide public school pupils enrolled in kindergarten through grade 3 with age appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.~~

~~The school district must provide pupils enrolled in grades 4 through 8 with age appropriate active transportation safety training. At a minimum, the training must include:~~

~~(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique; and~~

~~(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques.~~

~~b.~~

~~2.~~ Deadlines.

~~a.~~

~~Students under subdivision 1, paragraph (a), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the third week of school.~~

~~Students under subdivision 1, paragraph (b), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the sixth week of school.~~

~~Students under subdivision 1, paragraph (a) or (b), who enroll in a school after the second week of school and have not received the appropriate active transportation safety training in their previous school district must undergo the training or receive active transportation safety instructional materials within four weeks of the first day of attendance.~~

~~The school district and a nonpublic school may provide kindergarten pupils with active transportation safety training before the first day of school.~~

~~3. Instruction~~

~~a. The school district may provide active transportation safety training through distance learning.~~

~~b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.~~

**VIII.** [6] **CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR**

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.

**1. School Bus and Bus Stop Rules.**

The School District school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

**2. Rules at the Bus Stop**

a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco or drugs.

**3. Rules on the Bus**

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs and belongings to yourself.
- f. No fighting, harassment, intimidation or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco or drugs.
- i. Do not bring any weapon or dangerous objects on the school bus.
- j. Do not damage the school bus.

**4. Consequences**

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student’s ability to ride the bus in connection with co curricular and extracurricular events (for example field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges. Listed below is an example of progressive discipline that may be used by school administration.

(1) Elementary (K-5)

- 1<sup>st</sup> Offense -warning
  - 2<sup>nd</sup> Offense -3 school-day suspension from riding the bus
  - 3<sup>rd</sup> Offense -5 school-day suspension from riding the bus
  - 4<sup>th</sup> Offense -10 school-day suspension from riding the bus/meeting with parent
- Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (6-12)

- 1<sup>st</sup> Offense -warning
- 2<sup>nd</sup> Offense -5 school-day suspension from riding the bus
- 3<sup>rd</sup> Offense -10 school-day suspension from riding the bus
- 4<sup>th</sup> Offense -20 school-day suspension from riding the bus/meeting with parent
- 5<sup>th</sup> Offense -suspended from riding the bus for the remainder of the school year

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of serious misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), appropriate school district personnel and local law enforcement officials will be informed.

**IV.VIII.[7] PARENT AND GUARDIAN INVOLVEMENT**

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop five minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

**VIX[8]. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES**

A. School bus drivers shall have a valid Class A, B, or C Minnesota's driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Section VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.
7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked or canceled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of a minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

## ~~VI.XI~~[9] SCHOOL BUS DRIVER TRAINING

### A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driving Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

***[NOTE: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]***

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operating the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

*[Note: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]*

**VXII.[10] OPERATING RULES AND PROCEDURES**

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

*[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]*

Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligible requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

***[Note: A school district is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]***

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether handheld or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minnesota Statutes section. § 169.011, Subdivision. 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

#### B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. ~~Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 271.~~

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:
  - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
  - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
  - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of Type III vehicles will be legally licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
  - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
  - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
    - (1) safe operation of a type III vehicle;
    - (2) understanding student behavior, including issues relating to students with disabilities;
    - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
    - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

- (5) handling emergency situations;
  - (6) proper use of seat belts and child safety restraints;
  - (7) performance of pretrip vehicle inspections;
  - (8) safe loading and unloading of students, including, but not limited to:
    - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
    - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
    - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
    - (d) placing the type III vehicle in “park” during loading and unloading;
    - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
  - (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes 122A.18, Subdivision. 8, or Minnesota Statutes 123B.03 for school district employees; Minnesota Statutes section 144.057 or Minnesota Statutes Chapter 245C for day care employees; or Minnesota Statutes section 171.321, Subdivision. 3, for all other persons operating a type III vehicle under this section.
- d. Operators shall submit to a physical examination as required by Minnesota Statutes section 171.321, Subdivision. 2.
- e. The operator’s employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer’s policy under Minnesota Statutes section 181.951, Subdivision.2, 4, and 5. Notwithstanding any law to the contrary, the operator’s employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
- f. The operator’s driver’s license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes section 171.321, Subdivision. 5.
- g. A person who sustains a conviction, as defined under Minnesota Statutes 609.02, of violating Minnesota Statutes section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31(alcohol-related school bus driver offenses), or whose driver’s license is revoked under Minnesota Statutes sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of

violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes section 171.3215, Subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of a moving offense in violation of Minnesota Statutes Chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes 123B.90, Subdivision 2 (See Section II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes Section 171.321, Subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes 171.02, Subdivision 2a(h) – 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Preschool

Age Children in School Buses,” if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word “School” on the front and rear of the bus must be covered by a sign that reads “Activities” when the bus is being operated under authority of this section.

### ~~VXIII~~[11]. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call “911” or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III “Crash & Emergency Preparedness” of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

*[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]*

C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

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.

### ~~IXXIV~~[12] SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- E. All school vehicles shall be maintained in safe operating conditions through a systematic preventative maintenance and inspection program adopted or approved by the school district.
- F. All school vehicles shall be state inspected in accordance with legal requirements.
- G. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district’s record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- H. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

~~XV.~~[13] **SCHOOL TRANSPORTATION SAFETY DIRECTOR**

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of non-public school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes section 171.321, Subdivision. 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver’s license of each employee who regularly transports students for the school district in type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

~~VII.~~ XI. **STUDENT TRANSPORTATION SAFETY COMMITTEE**[14]

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district’s school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

*Legal References:*

- Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
- Minn. Stat. § 123B.03 (Background Check)
- Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
- Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
- Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
- Minn. Stat. § 123B.90 (School Bus Safety Training)

~~Minn. Stat. § 123B.935 (Active Transportation Safety Training)~~

Minn. Stat. § 123B.91 (School District Safety Responsibilities)

- Minn. Stat. § 144.057 (Background Studies on Licenses and Other Personnel)
- Minn. Stat. Ch. 169 (Traffic Regulations)
- Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
- Minn. Stat. § 169.02 (Scope)
- Minn. Stat. § 169.443 (Safety of School Children; Bus Driver’s Duties)
- Minn. Stat. § 169.446, Subd. 2 (Safety School Children; Training and Education Rules)
- Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
- Minn. Stat. § 169.454 (Type III Vehicle Standards)
- Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
- Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
- Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Driving)
- Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
- Minn. Stat. § 171.02, Subd. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
- Minn. Stat. § 171.168 (Notice of violation by Commercial Driver)
- Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
- Minn. Stat. § 171.321 (Qualifications of a School Bus and Type III Vehicle Drivers)
- Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
- Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
- Minn. Stat. Ch. 245C (Human Services Background Studies)
- Minn. Stat. § 609.02 (Definitions)
- Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
- 49 C.F.R. Part 383 (Commercial Driver’s License Standards; Requirements and Penalties)
- 49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
- 49 C.F.R. § 383.33 (Notification of Driver’s License Suspensions)
- 49 C.F.R. § 383.5 (Transportation Definitions)
- 49 C.F.R. §. 383.51 (Disqualification of Drivers)
- ~~49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)~~

*Cross References:*

- MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
- MSBA/MASA Model Policy 707 (Transportation of Public Students)
- MSBA/MASA Model Policy 708 (Transportation of Non-public Students)
- MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Addendum A

Detroit Lakes Public Schools Type III Bus Driver  
Training/License Verification Form

In Minnesota the school vans that are driven are considered Type III school buses. As a driver you are subject to certain Minnesota state laws and district policies. Drivers must annually receive training and validation of their license.

- The driver shall never drive at a speed that is faster than the posted limit or unsafe due to existing road or weather conditions. Headlights are to be always used.
- Drivers must report any disqualifying convictions to the Transportation Director within 10 days of the occurrence.
- Drivers may not have more than 3 moving violations within any 3 year period.
- Drivers are not to use cell phones while the vehicle is in motion.
- Student passengers must be supervised taking into consideration that they are not fully adult and their safety must be your first consideration. Patience and understanding must accompany your conduct dealing with students, especially those with disabilities.
- Disorderly conduct of students is to be reported to the building Principal. It is their responsibility to determine disciplinary actions.
- All occupants must be secured individually with seat belts or child restraints. The vehicle rating capacity shall never be exceeded. Drivers can never have more than 9 passengers.
- Pre-trip inspections must be conducted and recorded on the form provided.
- Safe loading and unloading procedures of students are summarized in the following:
  1. Utilize a safe location at the curb, the nontraffic side of the road, or at safe locations off from the roadway such as driveways and parking areas.
  2. Refrain from loading or unloading in a vehicle traffic lane, on the shoulder, in a designated turn lane or adjacent to a designated turn lane.
  3. Avoid loading or unloading at locations that requires students to cross the roadway. If this is necessary students must be escorted across the road by the driver or an adult supervisor.
  4. During loading and unloading the vehicle drive system must be in the “park” position.

All Type III vehicles contain the following safety equipment. Be sure to familiarize yourself with their location and become familiar with their proper use.

- A fire extinguisher.
- A first aid kit.
- A body fluid clean-up kit.
- A set of three warning triangles.
- Seat belt cutting knife.

I have read the above and am in compliance with the information. Below is my driver’s license information:

Full Name as on License (PRINT): \_\_\_\_\_

License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Adopted: 01/11/82	File Number: Detroit Lakes Policy - 902
Date Revised: 07/14/03, 11/09/09, 02/13/17; 1/13/2020, 11/28/22, <u>04/22/24</u>	

## 902 - RENTAL POLICY - BUILDINGS & FACILITIES

The Detroit Lakes Public Schools (DLPS) wishes to encourage the full use of the educational facilities, when they are not being used by students or staff, by making its facilities available to organizations, associations, and individuals of the community for civil, cultural, welfare or recreational events that are in the best interest of the school system.

The purpose of this policy is to define the use of DLPS facilities.

### I. ADMINISTRATIVE RESPONSIBILITY

- A. The Supervisor of Operations or his/her designee shall approve scheduling of DLPS facilities and equipment. All requests for facility use must be submitted electronically or in hardcopy format.
- B. Facility/equipment usage should be scheduled one (1) week by DLPS employees or four (4) weeks by non- DLPS groups/individuals prior to the event, but not to exceed one calendar year in advance. The Supervisor of Operations or designee may alter the scheduling timeframe.
- C. Facility reservations will be assigned first come, first served. The only exception is DLPS sponsored events that come up and cannot be scheduled to another date, time or location. If this happens, the permit holder will be contacted immediately and offered to change to an alternate date, time or location. If an event is rescheduled, there will be no monetary reimbursement.
- D. A building may not be occupied by any group unless a qualified custodian is present. The head custodian of the building being used will be responsible for assigning a custodian to work during the scheduled event that is not held during the regularly scheduled hours of the custodial staff. The custodian on duty will supervise the operation of the physical plant and shall not be required to supervise groups or events. There will be no additional fee for custodial staff being present under either of the following conditions:
  - i. The event is held during the regularly scheduled hours of the custodial staff, and clean-up after the event did not result in the custodian accruing overtime.
  - ii. A DLPS employee has requested to be used in lieu of a custodian by signing the section on the *Facility Permit Request*, and the request has been approved by the Supervisor of Operations or designee.

### II. USAGE/PERMIT PROCEDURE

- A. Prior to using District facilities, every non-DLPS group/organization and individual must complete the *Facility Permit Request* found on the last two pages of this policy and submit it to the Supervisor of Operations or designee. Facility/equipment usage should be scheduled one (1) week by DLPS employees or four (4) weeks by non- DLPS groups/individuals prior to the event, but not to exceed one calendar year in advance. The Supervisor of Operations or designee may alter the scheduling timeframe.
- B. The individual/organization making the request is responsible for all fees assessed for the event.
- C. Every permit request for the use of DLPS facilities shall state the general nature and purpose of the event. Permits will be issued only for the dates, hours, areas and equipment specified.

- D. A permit will not be granted for any use that in the judgment of DLPS administration may conflict with the mission of the DLPS or for which satisfactory sponsorship or adequate adult supervision is not provided.
- E. Once a permit is granted to an organization or individual, facilities shall be used strictly for the purpose for which the space was requested. Permit holders may not transfer or sublet the permit to another organization or individual; doing so nullifies an approved permit.
- F. DLPS administration may cancel a permit effective immediately, if, in its judgment, continuation would be potentially harmful, dangerous, or the program or participants' actions are not of a moral standard equivalent to that generally accepted by the community.
- G. All rentals of facilities will be coordinated with the building principal and/or the Activities Director in order to assure the availability of facilities requested.
  - i. Events are scheduled on a first-come-first-serve basis. However, DLPS events shall always have priority, and contracted rented facilities have priority over unscheduled DLPS staff use.
  - ii. All athletic camps/clinics are to be pre-approved by the Activities Director prior to submittal to the Supervisor of Operations for reserving facilities.
  - iii. Camps or clinics that are neither appropriately routed the process listed in subsection (ii) nor approved by the Activities Director are not construed to fall under the control of the School Board, and therefore, will be subject to rental fees and will not be covered by the DLPS insurance program.
- H. Once the *Facility Permit Request* is approved, the event will be entered into the DLPS facility calendar. !
- I. A copy of the reservation with the permit number will be provided to the policy holder either as a hard copy or electronic document. This document in either form must be with the permit holder during the event at the DLPS facility.
- J. Access to and operation of the sound, video, and light systems in the Middle School auditorium must be pre-approved by the Supervisor of Operations. An additional fee will be charged for the sound/light operator's time.

### III. PERMIT HOLDER'S RESPONSIBILITY

- A. Completion of the *Facility Permit Request* constitutes acceptance by the applicant of the responsibilities state and the willingness to comply with all DLPS policies, rules, and regulations regarding the use of facilities.
- B. The permit holder agrees to protect, indemnify and hold harmless the District and its employees from any and all claims, liabilities, damages, or rights of action, directly or indirectly, growing out of the use of the premises covered by the permit.
- C. The permit holder will indemnify DLPS for all damage to its facility or equipment occurred during the scheduled event by persons participating or in attendance.
- D. All organizations and individuals using DLPS facilities shall have a copy of the approved permit on site, either as an electronic file, email, or hardcopy. Custodians may request a copy of the permit from the organization or individual. If an approved permit cannot be verified, the custodians may request the organization or individual to leave the facilities or grounds. Law enforcement shall be contacted when a non-verified organization or individual fails to leave the facilities/grounds when requested to by the DLPS representative.
- E. All events are required to be supervised by responsible adults, over age 21, for the entire duration of usage time and until all participants have vacated the premises in order to accept responsibility for the conduct of event attendees and the care of the building and equipment.
- F. It shall be the responsibility of the organizational leaders to confine use of the facilities rented to members of their group and for the purpose and function under the terms of the rental contract.

- G. Programs must be concluded in time for clearance of building in accordance with the terms of the rental contract. Any additional time required to clean-up after an organization's use of the facility shall be charged to the organization in addition to the rental schedule.

#### IV. FACILITY USAGE

- A. All buildings must be vacated by 10:30 p.m. on school nights and 12:00 a.m. on non-school nights, unless arranged differently with the Supervisor of Operations or designee. However, DLPS sponsored events may vacate at a later time at the discretion of the principal/building administrator.
- B. A group must obtain prior approval to bring in any organizational equipment and must remove all equipment immediately after the event, unless special permission is granted in advance by the Supervisor of Operations or designee.
- C. Gym shoes must be worn on gym floors. No one shall be allowed to participate in any organized event on the gym floors with leather soles or heels. Every renter is required to use every reasonable precaution to see that snow, water, or mud is removed from shoes before persons are allowed to enter the gym.
- D. As the need arises, building access/keys will be issued by the building principals, their designee, or operations department.
- E. Animals and other pets are not allowed in DLPS facilities unless specifically pre-approved by the building administrator or the Supervisor of Operations. This does not apply to service animals or service animals in training.
- F. Tobacco use is not permitted on any DLPS premises. Alcohol used for consumption, other controlled substances, and guns are banned from all DLPS premises.
- G. There are certain areas where specifically trained personnel will need to be present. These are:
  - i. School Kitchens including DLHS Culinary Labs: a trained DLPS food service employee must be present. There will be a fee charged for this employee's time. If a group is selling any type of food or beverage for an event they will be required to use DLPS facilities and a licensed DLPS Food Service Professional or provide a valid Special Events Food Stand License.
  - ii. Wrestling Building: it will be required for trained DLPS personnel to clean wrestling mats after the event; this person does not have to be present during the event. There will be a fee charged for this employee's time.
  - iii. High School Swimming Pool: certified lifeguard must be present. It is the policy holder's responsibility to find this person. A copy of the lifeguard's certification must be submitted with the *Facility Permit Request*.
  - iv. Middle School Auditorium/Lakeshirts Fieldhouse/Mollberg Field: persons trained to work the A/V equipment, rigging and lighting must be present. DLPS will provide the policy holder a list of those who have been trained on this equipment, but it is the policy holder's responsibility to make arrangements for person(s) to operate the system for the event. The Supervisor of Operations or designee must be informed who has been scheduled to operate these systems for the event.

#### V. FEES

- A. Fees will be charged for the following three categories based on the classification of organization using DLPS facilities and the schedule of rental rates:
  - i. Facility use
  - ii. Additional equipment provided/set up by the DLPS
  - iii. Hourly rate of any DLPS food service employee, custodian, and Middle School auditorium operator required to work additional hours in order to be on site for the event.

B. Rate of Fees:

- i. Groups using DLPS facilities are grouped into different rate classes based on the nature and purpose of each group, agency or organization. All other requirements for use, such as application procedure, standards for conduct during use, supervision, etc., are constant for all user groups regardless of organizational differences. Each group will pay this percentage of the rental fees for facility and equipment use:
  - 0%:
    - DLPS Pre-K – 12, extracurricular and Community Education
    - Non-profit organizations based in the DLPS attendance area that are devoted to child or community welfare, do not charge fees, and are not using facilities for fundraising purposes
    - DLPS employees using the facilities for personal, non-commercial use
  - 50%:
    - Athletic associations under the umbrella/contracted with The Center (formerly the DLCCC)
    - Non-profit organizations based in the DLPS attendance area that are devoted to child or community welfare that charge fees and/or use the facility for fundraising proposes
  - 80%:
    - DLPS employees using facilities for commercial, profit-making use
    - Individuals residing or businesses located within the DLPS attendance area
    - Non-profit organizations based outside of DLPS attendance area that are devoted to child or community welfare.
  - 100%:
    - Individuals residing or businesses located outside of the DLPS attendance area
- ii. Any reduced fee for the hourly rate of kitchen and staff required to work additional hours must be approved by the Business Manager in advance of the approval of the permit.

C. A down payment of 50% of the facility rental is required at the time of the submitting the *Facility Permit Request* to confirm the reservation. The remainder and other charges will be due by the end of the month following the event.

D. Food and beverages may be served without using the kitchen. Use of the kitchen, even by DLPS employees, requires the presence of a DLPS food service employee. A fee will be assessed for damaged, lost, stolen, or unclean equipment or facility.

VI. FUNCTIONS NOT ALLOWED

A. No dances open to the general public shall be allowed

B. Any and all use of DLPS facilities shall be free from obscure and controversial purposes or purposes of a disruptive nature.

The following page shows the hourly and daily rates for renting the facilities. These rates are designed to encourage public use. DLPS reserves the right to revise building rental rates. It shall be the responsibility of the renting organization/individual to obtain the cost of the current rental rates and fees. DLPS will not be responsible for informing individuals or organizations of revisions in rental rates.

## FACILITY RENTAL RATES

~~2022-2023 School Year~~

These are the full rates for facility rental. Depending on the type of group using the area, the rates may be less. Please see Section V, Subdivision B(i) for more information.

AREAS	USED FOR 0-4 HOURS	USED FOR 4+ HOURS
<b>Auditorium</b> <sup>1</sup> : Middle School (half day or whole day) 1. Includes entire seating area, stage, A/V booth and commons 2. Only those trained by the District may run the A/V booth, lights and rigging. This cost is not included in the rental fee.	\$275.00/half day	\$550.00/day
Prop / Green Room, add	\$25.00/day	\$100.00/day
<b>Classroom:</b> All Buildings	\$25.00/hour	\$100.00/day
<b>Commons:</b> High School (including Freshman Forum) or Middle School, Roosevelt, and Rossman	\$25.00/hour	\$100.00/day
<b>Computer Lab:</b> All Buildings	\$25.00/hour	\$100.00/day
Computer use, add	\$10.00 pp/day	\$10.00 pp/day
<b>Concessions (Indoor):</b> Middle School	\$25.00/hour	\$100.00/day
<b>Gymnasium</b> <sup>2</sup> : Rossman, Roosevelt, or Lincoln – entire gym	\$20.00/hour	\$80.00/day
Lakeshirts Fieldhouse/ Ralph Anderson Gymnasium/DLMS– entire gym	\$45.00/hour	\$180.00/day
Lakeshirts Fieldhouse/ Ralph Anderson Gymnasium/DLMS– per court	\$15.00/hour	\$60.00/day
Lakeshirts Fieldhouse/ Ralph Anderson Gym Only:		
Stage (Ralph Anderson only), add	\$15.00/hour	\$60.00/day
West Bleachers, add	\$25.00/event	\$25.00/event
East Bleachers, add	\$20.00/event	\$25.00/event
<b>Kitchen</b> <sup>1</sup> : All Buildings* (includes Concessions)	\$30.00/hour	\$120.00/day
<b>Locker Room:</b> High School or Middle School	\$25.00/hour	\$100.00/day
<b>Media Center:</b> Rossman or Roosevelt	\$25.00/hour	\$100.00/day
High School or Middle School	\$50.00/hour	\$200.00/day
Computer use: All Buildings, add	\$10.00 pp/day	\$10.00 pp/day
<b>Multipurpose Room/Gym</b> <sup>2</sup> : Roosevelt, or Rossman	\$20.00/hour	\$80.00/day
<b>Swimming Pool</b> <sup>2</sup> : High School (hourly rate only)	\$50.00/hour	\$50.00/hour
<b>Wrestling Building</b> <sup>1,2</sup> : High School*	\$25.00/hour	\$100.00/day
<b>Outdoor fields, courts, playgrounds, or parking lots</b> <sup>2</sup> : All Buildings	Determined on Individual Basis	

<sup>1</sup> Location will have additional staff charges.

<sup>2</sup> Rental fees for this location are subject to sales tax.

### ADDITIONAL STAFF CHARGES

Custodial Personnel (beyond regular hours) \_\_\_\_\_ \$45 per hour

Food Service Personnel (total hours worked) \_\_\_\_\_ \$45 per hour

**INDEPENDENT SCHOOL DISTRICT #22**

Detroit Lakes Public Schools

**FACILITY PERMIT REQUEST**

*Please Note: Do not complete this form for ISD 22 sponsored events.*

Today's Date: \_\_\_\_\_

**REQUESTOR'S INFORMATION:**

Requestor's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Are you currently an ISD 22 part time or full-time employee (not substitute)?  Yes  No

I am making this request for a(n): (mark one)

Non-profit Organization      Organization Name: \_\_\_\_\_

Business, including sole proprietor      Business Name: \_\_\_\_\_

Myself, not for profit

**TYPE OF SET-UP AND SPECIAL INSTRUCTIONS:**

Function Description: \_\_\_\_\_

Anticipated Attendance: \_\_\_\_\_ Will Admission Be Charged?  Yes  No

Date of Function: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Prep Start (date & time): \_\_\_\_\_ Clean-Up End (date & time): \_\_\_\_\_

Facilities Requested:

BUILDING	AREA	BUILDING	AREA

**IF A DISTRICT EMPLOYEE WILL BE USED IN LIEU OF A CUSTODIAN:**

DLPS employee in lieu of a custodian agrees to the following:

1. Secure building (check all doors to ensure building is locked when leaving.)
2. Turn off lights and other electrical equipment.
3. Responsible for controlling access to unauthorized personnel.
4. Responsible for monitoring children's behavior.
5. Report all emergency situations and/or injuries immediately to the Supervisor of Operations.
6. Clean areas used (bathrooms, kitchen, etc.). Users of DLPS facilities who leave premises dirty will be charged for clean-up.

Signature of employee in lieu of custodian: \_\_\_\_\_

*(Continue to next page)*

**FACILITY PERMIT REQUEST (cont'd)**

**BY SIGNING BELOW, I AGREE TO THE FOLLOWING:**

1. We agree to enforce all regulations of DLPS in using this facility.
2. We will not allow tobacco use on any property owned by the DLPS.
3. We will not allow any alcohol used for consumption, other controlled substances, or guns to be brought on any property owned by the DLPS.
4. Persons attending the event will confine themselves to the rooms and corridors assigned for our use.
5. We understand disorderly conduct of any kind is prohibited and is punishable by ejection from the building or grounds.
6. We will indemnify DLPS for any and all damage to DLPS property by any person or persons attending the event. Responsibility for loss, breakage, or need of repair, of any piece of equipment rests with the individual/organization renting the facility and the person signing this agreement will report any such damage to: ISD #22, Administration Center – Operations, PO Box 766, Detroit Lakes, MN 56502 (218-847-9271).
7. We will not hold DLPS responsible for any damages to the personal property of those attending the event or for any injuries to persons attending the event, even if this should include death.
8. DLPS equipment will only be provided as part of this contract as is specifically stated in this contract; and DLPS equipment will be handled by DLPS personnel only.

I have read the above listed information and am in full agreement:

\_\_\_\_\_  
Signature of Requestor (By signing, becoming Policy Holder)

\_\_\_\_\_  
Date

- Legal References:** Minn. Stat. 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes, Closings)
- Cross References:** MSBA/MASA Model Policy 801 (Equal Access to Facilities of Secondary Schools)  
MSBA/MASA Model Policy 901 (Community Education)  
MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

**FOR DISTRICT USE ONLY:**

Permit Number: \_\_\_\_\_

Facility (Bldg/Rm)	Rate	Total	Employee Fees	Rate	Total
_____	\$ ____ / ____	\$ _____	Custodian Fee	\$ ____ / ____	\$ _____
_____	\$ ____ / ____	\$ _____	Food Service Fee	\$ ____ / ____	\$ _____
_____	\$ ____ / ____	\$ _____	Sound/Light Oper. Fee	\$ ____ / ____	\$ _____
_____	\$ ____ / ____	\$ _____	<b>Employee Fees Total:</b>		<b>\$ _____</b>
_____	\$ ____ / ____	\$ _____			
_____	\$ ____ / ____	\$ _____	<b>Equipment Use Fees</b>	<b>Rate</b>	<b>Total</b>
_____	\$ ____ / ____	\$ _____	_____	\$ ____ / ____	\$ _____
_____	\$ ____ / ____	\$ _____	_____	\$ ____ / ____	\$ _____
<b>Facility Rental Total:</b>			<b>Equipment Use Total:</b>		
	\$ _____	\$ _____		\$ _____	\$ _____

**CONTRACT TOTAL: \$ \_\_\_\_\_**



# Notice of Pay Equity Compliance

*Presented to*

## ISD No. 22 - Detroit Lakes

For successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review of your 2024 pay equity report by Minnesota Management & Budget.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

April 03, 2024

Date

A handwritten signature in black ink, reading 'Jim Schowalter'.

Jim Schowalter, Commissioner

April 03, 2024

Local Government Official  
ISD No. 22 - Detroit Lakes  
702 Lake Avenue

Detroit Lakes, MN 56501

Dear Local Government Official:

Congratulations! I am very pleased to send you the attached notification of compliance with the Local Government Pay Equity Act. Since the law was passed in 1984, jurisdictions have worked diligently to meet compliance requirements and your work is to be commended.

Minnesota Rules Chapter 3920 specifies the procedure and criteria for measuring compliance and your jurisdiction's results are attached. You may find a copy of our "Guide to Understanding Pay Equity Compliance" and other resources on our Local Government Pay Equity webpage at: <https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>.

This notice and results of the compliance review are public information and must be supplied upon request to any interested party.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: [pay.equity@state.mn.us](mailto:pay.equity@state.mn.us)

Again, congratulations on your achievement!

Sincerely,  
Dominique Murray  
Pay Equity Coordinator

## Results of Tests for Pay Equity Compliance

Date: April 03, 2024

Jurisdiction: ISD No. 22 - Detroit Lakes

ID#: 610

### 1. Completeness and Accuracy Test

- Passed. Required information was submitted accurately and on time.
- Passed by Exception. Request for Reconsideration approved.

### 2. Statistical Analysis Test

- Passed. Jurisdiction had more than three male classes and an underpayment ratio of 80% or more.
- Passed. Jurisdiction had at least six male classes, at least one class with a salary range, an underpayment ratio below 80% but a t-test that was not statistically significant.
- Passed by Exception. Request to Reconsideration approved

### 3. Salary Range Test

- Passed. Too few classes had an established number of years to move through a salary range.
- Passed. Salary range test showed a score of 80% or more.
- Passed by Exception. Request for Reconsideration approved.

### 4. Exceptional Service Pay Test

- Passed. Too few classes received exceptional service pay.
- Passed. Exceptional service pay test showed a score of 80% or more.
- Passed by Exception. Request for Reconsideration approved.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: [pay.equity@state.mn.us](mailto:pay.equity@state.mn.us)

DATE: April 15, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Approve Motor Coach Transportation Services Extension (2024-2026)**

Within our current agreement with Anderson Coach of Frazee the district and contractor have the option to extend our current contract for Motor Coach Transportation Services for the 2024-25 and 2025-26 school years. It is the Transportation Committee's recommendation that the District continue with Anderson Coach of Frazee for a two-year term of July 1, 2024 - June 30, 2026.

Negotiated contracts are attached.

Recommend approval.

cc: Colin Gedrose  
Kathy Boelter

# MOTOR COACH TRANSPORTATION CONTRACT

**Independent School District #22  
and  
Anderson Bus and Coach of Frazee, Inc.**

**Two-Year Extension 2024-2026**

**THIS AGREEMENT** made and entered this 1st day of July, 2024 by and between Independent School District No. 22 of Becker County, Minnesota, hereinafter referred to as "School District", and Anderson Bus and Coach of Frazee, Inc. of Minnesota, hereinafter referred to as "Contractor".

For the consideration herein expressed, Contractor agrees with the School District:

## **CONTRACT DURATION AND CONDITIONS**

The Contractor agrees and promises all commodities and services contained in this contract. The Contractor will fully perform the contract in accordance with the all specifications, terms and conditions, and requirements and will comply with all applicable provisions of the contract by reference.

1. Charter Bus Service for Athletic and Academic Travel for all ISD #22 locations primarily in northcentral United States, however can be elsewhere within the country.

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 extension term (2024-2026) and shall include the following conditions:
  - This is the contract between the School District and Bus Contractor for 2024-2026.
  - 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.
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.

## GENERAL CONTRACT TERMS AND CONDITIONS

1. **Payment Terms.** Payment will normally be mailed by the 3<sup>rd</sup> Tuesday of the month following the School Board Meeting which they approve regular claims provided the invoices are received before the 5<sup>th</sup> day of the month for the previous month billing. All invoices and payment inquiries must be directed via mail or emailed to:

Jason Kuehn - Director of Finance & Operations  
Detroit Lakes Public Schools  
702 Lake Avenue  
Detroit Lakes, MN 56501

Email: [jkuehn@detlakes.k12.mn.us](mailto:jkuehn@detlakes.k12.mn.us)

### **Prepayment**

ISD #22 will not make any advance payments before performance by contractor ISD under this Contract.

2. **Lodging.**

Contractor acknowledges travel costs are covered by the Contractual Amount and will not invoice ISD #22 for travel costs.

- 1) **Lodging:** For overnight trips, The District will make the reservations, but will be paid for by the Coach Driver at checkout. Depending on the event and the parking situation, the contractor may decide to reserve their own room at a different location and would need to contact the Activities Director that they were doing so at least 3 days in advance.
  - 2) **Meals:** Meals will be paid by the contractor.
3. **Taxes and Taxpayer Identification.** The contractor will provide its federal employer ID number to ISD #22 before any payments will be made by ISD #22.

A contractor performing any contract, including service contracts, for the School District is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties.

A contractor performing any contract, including a service contract, within Minnesota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the Minnesota Tax Department.

4. **Termination of Contract.**

- a. **Termination without cause.**

This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

- b. **Termination by Mutual Agreement.**

This contract may be terminated by mutual consent of both parties executed in writing.

- c. **Termination for Cause.**

ISD #22 may terminate this contract effective upon delivery of written notice to contractor, or any later date stated in the notice:

- 1) If contractor fails to provide services required by this contract within the time specified or any extension agreed to by ISD #22; or

2) If contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of ISD #22 provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. **Force Majeure.** Neither party will be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.
6. **Confidentiality.** Contractor will not use or disclose any information it receives from ISD #22 under this Contract that ISD #22 has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by ISD #22. ISD #22 will not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that ISD #22 determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the Minnesota public records law. The duty of ISD #22 and Contractor to maintain confidentiality of information under this section continues beyond the term of this Contract.
7. **Inspection and Investigations.** ISD #22 reserves the right to conduct inspections and investigations related to the Contractor and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the contractor requirements and responsibility of the contractor. All material and workmanship will be subject to inspection and testing by ISD #22 either at the point of manufacturer, place of storage, or upon receipt.
8. **Compliance with Public Records Law.** The contract is subject to Minnesota's public records law.
9. **Independent Entity.** Contractor, its employees, agents, and representatives under this Contract are not ISD #22 employees for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Minnesota Unemployment Compensation Law and the Minnesota Workforce Safety and Insurance Act. Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Contract, except to the extent specified in this Contract. No part of this contract shall be construed to represent the creation of an employer/employee relationship.
10. **Assignments and Subcontracts.** The contractor may not assign or otherwise transfer or delegate any right or duty without ISD #22's express written consent. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor will not have the authority to contract for or incur obligations on behalf of ISD #22.
11. **Spoliation – Preservation of Evidence.** Contractor agrees to promptly notify ISD #22 of all potential claims which arise from or result from this contract. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant ISD #22 the opportunity to review and inspect such evidence, including the scene of the accident.
12. **Severability.** If any term of this Contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain that term.
13. **Applicable Law and Venue.** This contract is governed by and construed in accordance with the laws of the State of Minnesota. ISD #22 does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. ISD #22 does not waive any right to a jury trial.

14. **Nondiscrimination and Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including Title VI of the Civil Rights Act of 1964 and other laws concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to race, color, religion, sex, national origin, or physical handicap. Any subletting or subcontracting by the contractor subjects the subcontractors to this provision. Contractor will have and keep current at all times during the term of this Contract all licenses and permits required by law.
15. **Contract Amendment.** If a binding contract has been entered into, no changes (i.e. substitution of product or a price adjustment) may be made, unless prior written approval has been obtained from the School District of Minnesota or Entity.
16. **Binding Contract.** This is a binding contract. Pricing will be firm for the period of the contract.
17. **Indemnification and Insurance Requirements.**

#### **Indemnification**

CONTRACTOR agrees to defend, indemnify, and hold harmless ISD #22, its officers and employees from and against claims based on the vicarious liability of ISD #22, but not against claims based on the ISD #22's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by CONTRACTOR to ISD #22 under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for ISD #22 is necessary. Any attorney appointed to represent ISD #22 must first qualify as and be appointed by the Minnesota Attorney General. CONTRACTOR also agrees to defend, indemnify, and hold ISD #22 harmless for all costs, expenses and attorneys' fees incurred if ISD #22 prevails in an action against CONTRACTOR in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

#### **Insurance**

CONTRACTOR shall secure and keep in force during the term of this agreement and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Minnesota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract. Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.
- 4) Professional errors and omissions with minimum limits of \$1,000,000 per occurrence and in the aggregate, CONTRACTOR shall continuously maintain such coverage during the contract period and for three years thereafter. In the event of a change or cancellation of coverage, CONTRACTOR shall purchase an extended reporting period to meet the time periods required in this section. The insurance coverages listed above must meet the following additional requirements:
  - a) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR.
  - 1) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc.,

provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by ISD #22. The policies shall be in form and terms approved by ISD #22.

- 2) The duty to defend, indemnify, and hold harmless ISD #22 under this agreement shall not be limited by the insurance required in this agreement.
- 3) ISD #22 and its officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. ISD #22 shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the CONTRACTOR.
- 4) The insurance required in this agreement, through a policy or endorsement, shall include:
  - a) "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the ISD #22;
  - b) a provision that CONTRACTOR's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by ISD #22 and that any insurance, self-insurance or self-retention maintained by ISD #22 shall be in excess of the CONTRACTOR's insurance and shall not contribute with it;
  - c) cross liability/severability of interest for all policies and endorsements;
  - d) The legal defense provided to ISD #22 under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for ISD #22 is necessary;
  - e) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.
- 5) The CONTRACTOR shall furnish a certificate of insurance to the undersigned ISD #22 representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 6) Failure to provide insurance as required in this agreement is a material breach of contract entitling ISD #22 to terminate this agreement immediately.
- 7) CONTRACTOR shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the Business Manager by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from ISD #22.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide Business Manager with proof of coverage prior to contract approval. The coverage must be satisfactory to ISD #22. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

18. **Delivery.** The contractor will deliver commodities and services ordered under this contract as follows:

Delivery is required by the date requested.

If delivery requirements cannot be met within the specified time, the Contractor must notify ISD #22 within 48 hours of the specified date and time requested.

### **SPECIFICATIONS**

1. Motor coach must be 47 passenger or larger
2. Motor coach required specifications:
  - a. Climate controlled with heating and air conditioning
  - b. Restroom equipped
  - c. Audio equipment to include DVD and PA system
  - d. Reclining seats
  - e. WIFI

- f. Adequate storage capacity
- 3. Must be in compliance with Federal Motor Carrier Safety Regulations
- 4. Safe, reliable, and courteous drivers
- 5. Each driver must carry a cell phone or some other device that would allow immediate contact with the driver should the need arise.
- 6. Drivers shall be required to wear a distinctive uniform at all times while transporting faculty, students, or staff.
- 7. Fully qualified drivers with current CDL and Medical Examiners Certificate
- 8. Furnish modern, clean, environmentally controlled (heated / air conditioned) regularly inspected and maintained vehicles.
- 9. All buses are to be smoke free / nonsmoking vehicles.
- 10. Schedule bus(es) to arrive early enough to provide for approximately 30 minutes prior to departure time unless requested to arrive earlier.
- 11. 48 hour notice must be given to the Department in case of cancellation
- 12. Decision to cancel trips due to inclement weather will be at the sole discretion of ISD #22  
Attach a description that details the procedure taken when there is a problem on a trip regarding the incapacity of the motor coach.
- 13. Shall be solely responsible for maintenance. Attach a description that details how they will comply with these requirements:
  - a. The maintenance of its bus fleet in accordance with federal and state regulations;
  - b. Keeping all buses clean and sanitary in compliance with public safety and health regulations;
  - c. Its drivers keeping the buses clean and maintained while on trips
- 14. District trips will entail only our students/staff in contractor's bus fleet. No shared coaches.
- 15. Below are the rates for 2024-25 and 2025-26.

2024-25	\$4.50 per mile
2025-26	\$4.73 per mile
2024-25	\$975.00 minimum day charge for 8 hours use Any time over 8 hours at a rate of \$120.00 per hour
2025-26	\$1025.00 minimum day charge for 8 hours use Any time over 8 hours at a rate of \$128.00
2024-26	Deadhead mile charge - \$0.00 to Detroit Lakes Per Mile Rate listed above for any other locations
2024-25	If second Driver is needed the charge is \$28.00/HR
2025-26	If second Driver is needed the charge is \$28.00/HR
2024-25	Lodging for Driver on overnight trips is the exact cost of the room booked by ISD 22
2025-26	Lodging for Driver on overnight trips is the exact cost of the room booked by ISD 22



DATE: April 15, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Authorized Signers on Official Depositories**

I recommend that we approve updates in authorized signers on the District's Official Depository Accounts.

Recommend approval to add Business Office Finance Assistant Jennifer Fode as a signer on all official accounts effective May 3, 2024.

DATE: April 15, 2024  
TO: Mark Jenson, Superintendent and Board of Education  
FROM: Jason Kuehn - Director of Finance & Operations  
SUBJECT: **Minnesota Flyers Gymnastics & Fitness Lease Agreement (2024-2029)**

Detroit Lakes Public Schools has leased the Minnesota Flyers Gymnastics & Fitness facility for many years for the purposes of space for its girls' gymnastics programs, and use for adaptive physical education classes. The District has worked with the Minnesota Flyers board on an agreement to renew the lease agreement between Detroit Lakes Public Schools and the Minnesota Flyers Gymnastics & Fitness beginning July 1, 2024 and ending June 30, 2029.

The proposed agreement includes an increase of \$2,500 from the current lease, with an annual increase of \$1,000. With the renewal of the agreement, the annual lease will be as follows:

- 2024-25 School Year: \$20,000
- 2025-26 School Year: \$21,000
- 2026-27 School Year: \$22,000
- 2027-28 School Year: \$23,000
- 2028-29 School Year: \$24,000

The Facilities and Finance committees recommend approval.

# FACILITY USE AGREEMENT BETWEEN

Independent School District No. 22

And

Minnesota Flyers Gymnastics & Fitness

This facility use agreement entered into this 1st day of July 2024, by and between Minnesota Flyers Gymnastics & Fitness, 1306 Rossman Ave., Detroit Lakes, MN 56501, Hereinafter referred to as MFGF and the Independent School District No. 22, Detroit Lakes, Public Schools, 702 Lake Ave., Detroit Lakes, MN 56501, hereinafter referred to as the school district.

**Whereas**, MFGF is presently the building manager for the city of Detroit Lakes for approximately 10,000 ft.<sup>2</sup> of gymnasium and office space, and

**Whereas**, MFGF and the school district have agreed upon leasing said premises on the terms and conditions, hereinafter specified, pursuant to the permission to sublease granted by the city of Detroit Lakes, as attached in this agreement.

## TERM

The term of the agreement shall be from the date of this agreement and terminating on June 30, 2029. Commencing November 1st, 2024 either party can terminate the agreement if the school district suspends its gymnastics program or upon default with a six month advance written notice.

Upon default by either party, the other party shall have the following rights and remedies

1. The other party may give the defaulting party notice of the nature of the defaulting party's default. The defaulting party shall have 30 days in which to remedy the default, or the lease shall terminate six months thereafter, and no further liability shall exist on the agreement.
2. The non-defaulting party may recover damages incurred by the default of the defaulting party; or
3. The non-default party may enforce the specific performance of this agreement against the defaulting party.

4. If the school district suspends its Gymnastics program, any equipment within the building and purchased by MFGF retains the property of MFGF. If MFGF suspends its Gymnastics program, the school district will have first rights to purchase all remaining equipment. Any equipment that was a shared purchase will default to ownership to the remaining party.

## RENT

The school district agrees with MFGF to pay rent in the amount of \$110,000 for the entire term of the agreement, payable as follows:

2024-2025	\$20,000	November 1st, 2024
2025-2026	\$21,000	November 1st, 2025
2026-2027	\$22,000	November 1st, 2026
2027-2028	\$23,000	November 1st, 2027
2028-2029	\$24,000	November 1st, 2028
	\$110,000	

MFGF shall provide custodial services for the high school meets. The set up and takedown of equipment to before and after the meets shall be supervised by MFGF with coordination between the high school personnel and MFGF. The expenses for the school district, beyond the rental fee are, coaches, salaries, uniforms, busing, floor music, and officials' fees.

## FURTHER OBLIGATIONS

The school district will have no further financial obligations for the use of the demised premises and equipment. The school district will be responsible to move, set up, and return equipment for a competitive event at an alternate site. The school district will have no financial obligations for any cost of construction.

## DAMAGES

The school district shall be responsible for damages caused on premises during the term of the agreement that are due to the negligence or willful acts of the school district or the school district's agents.

## EQUIPMENT

MFGF maintains Gymnastics equipment for the use of the school district. During the periods that the school district uses the demised premises, the school district shall be entitled to joint

use of the Gymnastics equipment, as scheduled by the Executive Director and high school personnel.

## SCHEDULE OF USE

### PRACTICE:

- A. If the school district has two coaches, parentheses (not counting spotters) , the district will practice on at least two of the four competitive events per rotation, with a guarantee that the high school gymnasts will have all four events available to them per practice session.

When the high school gymnastics team has more than 25 participants, they will stagger practice starting times by at least 1/2 hour.

Prior to the start of high school season the Executive Director of MFGF, the high school coach, the president of the MFGF board of directors, and the high school activities director will meet to work out a schedule of shared use based upon the numbers of high school gymnasts. The school district and MFGF will cooperate to assure that each party has sufficient use of the premises. Either party is encouraged to waive their use of their assigned competitive events if they will not be used based upon their needs for a specific practice day. Specific scheduling issues and conflicts will be addressed immediately by scheduling a meeting of the two parties for resolution.

The school district shall have access to the facility between the hours of 4 PM and 9 PM, Monday through Friday during the high school gymnastics season as established by the Minnesota State High School League. Practice sessions to be held outside of these parameters will be negotiated between MFGF and the school district at the scheduling meeting to be held prior to the start of the high school season.

### COMPETITIVE EVENTS:

The school district will rotate the meet schedule so that the competitions are held on a rotating weekday schedule with no more than two competitions on any given day of the week during the season.

The school district is not to schedule any competitions the first week in December.

There may be need for the school district to use the demised premises at other times than scheduled above and MFGF agrees to cooperate with the school district to schedule such needs. The executive Director of MFGF is responsible for the scheduling of the facility, with mutual agreement with school district personnel.

The school district shall be responsible for selling admission tickets to competitive events and will be responsible for student supervision and spectator control. All ticket revenue will be the

property of the school district. Any concessions provided during competitive events will belong to the school district. All costs and revenue from concessions will belong to the school district. If the school district wishes MFGF to provide concessions, MFGF would retain the receipts.

In the event of a large invitational, sectional, or conference meet, too large to be held at the facility, the school district, and MFGF will collaborate to develop a mutually agreeable schedule for set up and teardown.

## GENERAL CONDITIONS

The policies and procedures of the school district pertaining to student conduct shall be in effect at all times during the use of this building by the school. Additional policies governing the conduct of students may be developed as needed by MFGF and their Board of Directors. The school personnel assigned by the school administration shall enforce the policies.

The school district high school gymnastics coach is responsible for and in charge of the school's gymnastics program and all personnel involved.

MFGF shall maintain in force a \$1 million combined single limit property and liability policy naming the school district as an additional insured party and shall hold harmless the school district for damages cause on the premises during the term of the agreement that are not due to the negligence or willful act of the school district or the school district agents.

## EQUIPMENT OWNERSHIP

The annual rental fee allows the school district access and use of the facility and equipment. MFGF will own and keep all equipment in good repair.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

MINNESOTA FLYERS  
GYMNASTICS & FITNESS

INDEPENDENT SCHOOL  
DISTRICT NO. 22

\_\_\_\_\_  
President, MFGF board of directors

\_\_\_\_\_  
School District board clerk

\_\_\_\_\_  
Secretary, MFGF board of directors

DATE: April 15, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Central Kitchen Lease Agreement (2024-26)**

The district's Food and Nutritional Services department operates its Central Kitchen at M-STATE in Detroit Lakes. The attached agreement is an extension of the current agreement which expires on June 30, 2024. The extension would be from July 1, 2024 through June 30, 2026. The current annual lease rate of \$15,000 would stay the same for the lease extension.

Administration recommends approval of this agreement.

cc: Anne Skjold



# PROFESSIONAL/TECHNICAL SERVICES CONTRACT

## AMENDMENT NO. 1

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State Community and Technical College (“Minnesota State”), and Independent School District No. 22 (“Contractor”).

WHEREAS, Minnesota State and Contractor have entered into a Professional/Technical Services Contract and any addenda, exhibits, or amendments thereto (the “Original Contract”), identified below:

Original Contract	
<b>Contractor’s Full Legal Name:</b>	Independent School District No. 22 Detroit Lakes Public Schools
<b>Contract Title:</b>	Central Kitchen and Storage Income Lease
<b>Effective Date of Original Contract:</b>	July 1, 2014

WHEREAS, the parties wish to amend the Original Contract as stated below:

NOW THEREFORE, the parties do hereby agree as follows:

- AMENDED CONTRACT TERM.** The parties hereby agree that the Original Contract’s Paragraph 3, Term shall be modified as follows:

Amended Contract Term	
<b>Effective Date of Original Contract:</b>	July 1, 2014
<b>End Date of Original Contract:</b>	June 30, 2024
<b>End Date(s) of Previous Amendments, if applicable:</b>	N/A
<b>Effective Date of this Amendment:</b>	July 1, 2024 or upon the date the final required signature is obtained by Minnesota State, whichever occurs later
<b>End Date of Amended Contract Term:</b>	June 30, 2026

This Amendment shall be effective on the beginning date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

- AMENDED PAYMENT TERMS.** The parties hereby agree that the Original Contract’s Paragraph 4,

Term shall be modified as follows::

<b>AMENDED COST</b>	
Original Contract Amount:	\$150,000
Previous Amendment Amount(s), if any:	N/A
This Amendment Amount:	\$30,000 (2 years, \$15,000 per year)
Cumulative Contract Amount:	<b>NOT TO EXCEED: \$180,000</b>

3. **ENTIRE AGREEMENT.** Except as expressly amended above, the terms and conditions of the Original Contract and all previous amendments consistent with this Amendment remain in full force and effect. This Amendment and the Original Contract (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

This Amendment shall be effective on the effective date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

The Original Contract and any amendments shall remain in effect until the End Date listed above or until all obligations set forth in the Original Contract and any amendments have been satisfactorily fulfilled, whichever occurs first.

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

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

APPROVED:

**1. CONTRACTOR:**

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Minnesota State Community and Technical College

By (authorized signature and printed name)
Title
Date

**3. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date

# MEMORANDUM OF AGREEMENT

**WHEREAS**, Detroit Lakes ISD #22 is a party to a collective bargaining agreement (CBA) with AFSCME Council 65 (“Union”) governing the terms and conditions of custodians, bus drivers and food couriers; and

**WHEREAS**, personal business leave and annual leave will be awarded on July 1st effective 7/1/24, rather than on individual anniversary dates as an agreed upon term of collective bargaining; and

**WHEREAS**, an agreement is necessary to establish the terms of personal business and annual leave award transitions.

**NOW, THEREFORE**, for the reasons stated, Detroit Lakes ISD #22 and the Union agree as follows:

1. For team members with an anniversary date prior to or on June 30, 2024, a number of annual leave days will be awarded based upon years of service determined in CBA (Article 13, Section 1). Days awarded will be forfeited if not used by August 31, 2024, with the exception of #2 below.
2. For team members with an anniversary date which occurred between April 1-June 30th, 2024, who have received the full annual leave award, any days not used by August 31, 2024, will be allocated to the individual’s personal sick leave bank up to the maximum accrual defined in contract.
3. All team members will receive the appropriate annual leave award on July 1, 2024, for use through June 30, 2025.
4. Regarding personal leave days- 3 days will be awarded for April anniversaries, 2 days for May anniversaries, and 1 personal day for June anniversaries. All currently awarded personal leave days will expire on June 30, 2024. The appropriate number of corresponding personal days will be awarded to all team members on July 1, 2024, for use through June 30, 2025.
5. This MOA will not be construed to establish any kind of precedent or past practice and will automatically sunset on August 31, 2024.

Dated: \_\_\_\_\_

\_\_\_\_\_

Union Chairperson

Dated: \_\_\_\_\_

\_\_\_\_\_

AFSCME Labor Representative

Dated: \_\_\_\_\_

\_\_\_\_\_

Board Chair



April 17th, 2024

Board of Education  
Independent School District #22  
702 Lake Ave.  
Detroit Lake, MN 56501

Re: ISD #22 Detroit Lakes Public Schools  
Detroit Lakes High School A/C Unit Replacement

Dear Board Members:

On Tuesday, April 16th, 2024, we received bids for the above-referenced project. A copy of the bid tabulation is enclosed for your review.

ICS has reviewed the bids received for the above-referenced project. We have contacted the apparent low bidders and have confirmed that their bid is valid. Our itemized recommendation is as follows:

**Base Bid**

**Work Scope #01 – Mechanical**

Metropolitan Mechanical Contractors, Inc.	\$363,821.00
<b>TOTAL CONTRACT</b>	<b>\$363,821.00</b>

**Work Scope #02 – Electrical**

Bergstrom Electric Inc.	\$7,900.00
<b>TOTAL CONTRACT</b>	<b>\$7,900.00</b>

**Base Bid**

**Rossman Elementary Window Replacement**

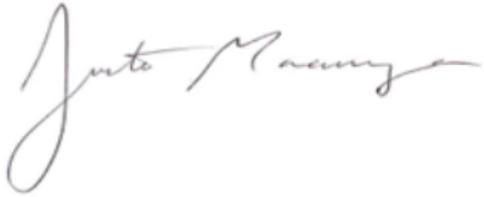
Rusco Window Company, INC.	\$22,689.00
<b>TOTAL CONTRACT</b>	<b>\$22,689.00</b>

We recommend that the District enter into a contract with the above mentioned Contractors for a total bid amount of Three Hundred Ninety Thousand Four Hundred Ten Dollars and No/Cents **(\$394,410.00)**.

Upon Board action, we will draft a contract reflecting these amounts to the MMC and Bergstrom. The district is to sign the enclosed proposal provided by Rusco.

Enclosed are copies of the official bid tabulation, bid forms, and bid securities. Please contact us at 218-616-4308 should you have any questions regarding our recommendation.

Regards,

A handwritten signature in cursive script, reading "Justin Maaninga". The signature is written in a dark grey or black ink on a white background.

Justin Maaninga  
Project Executive

cc: Brandon Miller, Project Engineer, ICS



# Detroit Lakes Public Schools

## Monthly Enrollment Summary

### 2023-2024

Month: April

**D.L. Preschool Special Ed.**

	EIC	ECSE	Total
Roosevelt	39	83	122

**Non-resident Preschool Special Ed.**

	EIC	ECSE	Total
Roosevelt	0	11	11

**KINDERGARTEN**

	Kind.	Kind SpEd	Total
Roosevelt	65	24	89
Rossman	74	30	104
<b>Totals</b>	139	54	193

**GRADES 1 - 5**

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Total
Roosevelt	98	94	102	96	110	500
Rossman	92	98	96	95	105	486
<b>Totals</b>	190	192	198	191	215	986

**ELEMENTARY TOTALS**

Kindergarten	Gr.1-5	Total
193	986	1179

**MIDDLE SCHOOL**

	Grade 6	Grade 7	Grade 8	Total
Middle School	196	211	199	606

**SENIOR HIGH**

	Grade 9	Grade 10	Grade 11	Grade 12	Subtotal	PSEO/F	PSEO/P	Total
Senior High	210	188	212	197	807	0	0	807

**2023-2024**

**K-12 Total**

2694
------

**2022-2023**

**K-12 Total**

2685
------

**2021-2022**

**K-12 Total**

2696
------

**MONTHLY TOTALS\***

EIC	39
ECSE	94
Kind. Sp. Ed.	54
Kindergarten	139
Grades 1-5	986
Middle School	606
Senior High	807
ALC	68
E-Laker Online	24
Transitions	10
<b>TOTAL</b>	<b>2827</b>

\*Does not include non-resident students on tuition agreement

**ALC**

D.L.	50
Other	18
<b>Total</b>	<b>68</b>

**LAKER TRANSITIONS**

D.L.	9
Other	1
<b>Total</b>	<b>10</b>



# Detroit Lakes Public Schools Yearly Enrollment Summary 2023-2024

Date: April

EIC										ECSE									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	49	28	33	37	38	36	38	39			58	61	70	77	79	71	78	83	

EIC -- Non Resident										ECSE -- Non Resident									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	2	0	0	0	1	0	0	0			4	6	7	9	9	10	8	11	

Kindergarten - Special Ed.										Kindergarten									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	22	22	22	23	22	25	25	24		Roosevelt	69	68	67	67	68	66	64	65	
Rossman	28	28	28	28	29	30	29	30		Rossman	83	78	77	75	75	74	74	74	
<b>Totals</b>	50	50	50	51	51	55	54	54	-	<b>Totals</b>	152	146	144	142	143	140	138	139	-

Kindergarten Total									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	91	90	89	90	90	91	89	89	-
Rossman	111	106	105	103	104	104	103	104	-
<b>Totals</b>	202	196	194	193	194	195	192	193	-

Grade One										Grade Two									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	97	97	95	96	97	96	96	98	-	Roosevelt	93	93	93	93	93	93	94	94	-
Rossman	97	95	94	93	91	93	93	92	-	Rossman	102	96	96	97	97	97	97	98	-
<b>Totals</b>	194	192	189	189	188	189	189	190	-	<b>Totals</b>	195	189	189	190	190	190	191	192	-

Grade Three										Grade Four									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	98	98	100	100	98	101	101	102	-	Roosevelt	96	95	96	97	95	97	97	96	-
Rossman	96	94	94	96	96	97	97	96	-	Rossman	100	98	97	96	96	95	95	95	-
<b>Totals</b>	194	192	194	196	194	198	198	198	-	<b>Totals</b>	196	193	193	193	191	192	192	191	-

Grade Five									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
MS	110	110	110	110	110	108	108	110	-
Rossman	107	103	103	103	103	103	103	105	-
<b>Totals</b>	217	213	213	213	213	211	211	215	-



# Detroit Lakes Public Schools

## Yearly Enrollment Summary

### 2023-2024

Date:           April          

Grades 1 - 5 Totals										ALC									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
<b>Rsvlt/MS</b>	494	493	494	496	493	495	496	500	-	<b>Resident</b>	47	44	41	45	44	66	46	50	
<b>Rossman</b>	502	486	484	485	483	485	485	486	-	<b>Non-Resid.</b>	15	18	20	19	19	20	17	18	
<b>Totals</b>	996	979	978	981	976	980	981	986	-	<b>Total</b>	62	62	61	64	63	86	63	68	

Middle School										E-Laker Online									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
<b>Gr. Six</b>	196	197	197	197	198	196	196	196	-	<b>Resident</b>	2	10	10	10	10	18	18	18	
<b>Gr. Seven</b>	213	212	211	211	211	208	208	211	-	<b>Non-Resid.</b>	2	5	4	4	4	5	5	6	
<b>Gr. Eight</b>	207	206	204	203	206	204	203	199	-	<b>Total</b>	4	15	14	14	14	23	23	24	
<b>Totals</b>	616	615	612	611	615	608	607	606	-										

Senior High									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
<b>Gr. Nine</b>	212	209	207	205	206	211	210	210	-
<b>Gr. Ten</b>	207	204	202	195	196	192	189	188	-
<b>Gr. Eleven</b>	235	233	228	226	221	216	212	212	-
<b>Gr. Twelve</b>	220	213	209	208	208	202	200	197	-
<b>Subtotals</b>	874	859	846	834	831	821	811	807	-
<b>PSEO-FT</b>	0	-	-	-	-	-	-	-	-
<b>PSEO-PT</b>	0	-	-	-	-	-	-	-	-
<b>Totals</b>	874	859	846	834	831	821	811	807	-



# Detroit Lakes Public Schools Elementary Grade Sections 2023-2024

Month: April

		Roosevelt		Rossman		Grade Average
<b>Kindergarten</b>						<b>21.44</b>
	Section 1&3	22	23	20	21	
	Section 2&4	22	22	22	20	
	Section 5			21		
Building Average		22.25		20.80		
<b>Grade 1</b>						<b>19.00</b>
	Section 1&3	19	20	19	19	
	Section 2&4	19	20	17	18	
	Section 5	20		19		
Building Average		19.60		18.40		
<b>Grade 2</b>						<b>23.88</b>
	Section 1&3	23	24	25	25	
	Section 2&4	22	24	24	24	
	Section 5					
Building Average		23.25		24.50		
<b>Grade 3</b>						<b>24.75</b>
	Section 1&3	26	25	24	24	
	Section 2&4	26	25	24	24	
	Section 5					
Building Average		25.50		24.00		
<b>Grade 4</b>						<b>23.88</b>
	Section 1&3	25	24	25	24	
	Section 2&4	23	24	21	25	
	Section 5					
Building Average		24.00		23.75		
<b>Grade 5</b>						<b>26.88</b>
	Section 1&3	27	27	26	27	
	Section 2&4	28	28	26	26	
	Section 5					
Building Average		27.50		26.25		

The district class size average for K-5 is:

**21.07**

The class size average on this page is different than the class size average calculated by the State. The class size average on this page reflects students in a classroom with the regular classroom teacher and does not count specialists such as music, phy.ed. and art teachers which the state uses in calculating class size average.

**Detroit Lakes Public Schools  
Monthly Enrollment Summary - FY 2024  
April 1, 2024**

Roosevelt					
Grade	Current	Previous (March)	Opening Day	Sections	Per Section
K	89	89	90	4	22.3
1	98	96	96	5	19.6
2	94	94	93	4	23.5
3	102	101	98	4	25.5
4	96	97	97	4	24.0
5	110	108	113	4	27.5
<b>RSVT Total</b>	<b>589</b>	<b>585</b>	<b>587</b>	<b>25</b>	<b>23.7</b>
<b>Difference</b>		<b>4</b>	<b>2</b>		<b>Avg/section</b>

Rossman					
Grade	Current	Previous (March)	Opening Day	Sections	Per Section
K	104	103	105	5	20.8
1	92	93	96	5	18.4
2	98	97	97	4	24.5
3	96	97	95	4	24.0
4	95	95	99	4	23.8
5	105	103	102	4	26.3
<b>RSM Total</b>	<b>590</b>	<b>588</b>	<b>594</b>	<b>26</b>	<b>22.7</b>
<b>Difference</b>		<b>2</b>	<b>(4)</b>		<b>Avg/section</b>

Middle School			
Grade	Current	Previous (March)	Opening Day
6	196	196	197
7	211	208	214
8	199	203	208
<b>MS Total</b>	<b>606</b>	<b>607</b>	<b>619</b>
<b>Difference</b>		<b>(1)</b>	<b>(13)</b>

High School			
Grade	Current	Previous (March)	Opening Day
9	210	210	211
10	188	189	207
11	212	212	235
12	197	200	220
<b>HS Total</b>	<b>807</b>	<b>811</b>	<b>873</b>
<b>Difference</b>		<b>(4)</b>	<b>(66)</b>

Online	
Grade	Current
9	2
10	2
11	8
12	12
<b>Total Online</b>	<b>24</b>
<b>March 2024</b>	<b>23</b>

District Wide Summary			
Pre-K	45		
K	193		
1	190		
2	192		
3	198		
4	191		
5	215		
	986		
6	196		
7	211	Laker Online	24
8	199	Transitions	10
	606	Rossman	590
		Roosevelt	589
9	212	DLMS	606
10	208	DLHS	807
11	251	ALC	68
12	238	PSEO	-
	909	Pre-K	45
<b>Total</b>	<b>2,739</b>	<b>Monthly Total</b>	<b>2,739</b>

Comparisons	
Last Month Report	2,733
Difference	6
2023-24 Opening Day	2,809
Difference	(70)

Pre K ADM*	45
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**INDEPENDENT SCHOOL DISTRICT #22  
FINANCE COMMITTEE MEETING AGENDA  
Finance Committee Meeting - April 18, 2024**

**Members Present:**

**Mary Rotter      Ethan Walz      Mickey Okeson      Mark Jenson      Jason Kuehn**  
**Josh Omang      Trisha Mariotti**

A Finance Committee Meeting was held on Thursday, April 18, 2024 at the District Office. The agenda was as follows:

**1.      Fund Balances Review**

**Director of Finance Kuehn reviewed the fund balances through the month of March and receipts for the month of March. District expenditures and revenues through February 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 March. The committee also recommends approval of the check summaries for April 8th and April 22nd.**

**3.      District Investment Summary - 3rd Quarter**

**The committee reviewed current investment balances following the posting of interest through the 3rd Quarter of the Fiscal Year.**

**4.      Lease Renewals**

**The committee reviewed the proposed lease renewal agreements for Minnesota Flyers Gymnastics and Fitness Facility and Central Kitchen space at MSTATE. The committee recommended approval of both proposed lease agreements.**

Next Meeting: Thursday, May 16, 2024 at 12:00 PM (District Office)

**INDEPENDENT SCHOOL DISTRICT #22**  
**FACILITIES COMMITTEE MEETING**  
**April 17, 2024**

**A Facilities Committee Meeting was held at 9:00 AM on Wednesday, April 17, 2024 at the District Office. In attendance were Colin Gedrose, Mark Jenson, John Steffl, Amy Erickson, April Thomas, and Jason Kuehn.**

**1. Long Term Facilities Maintenance Projects (Bid Review)**

The committee met with representatives from ICS to review the bids submitted for the DLHS Air-Cooled Condensing Unit (ACCU) project. The bids submitted were for scopes of work related to the Mechanical & Electrical portions of the project. Three bids were submitted for each scope of work, with options to submit for the base bid as well as two alternates. The committee recommended accepting the low base bid for both scopes of work, and rejecting the alternate bids.

ICS also reviewed proposals submitted for a window replacement project at Rossman. The committee recommended accepting the low proposal submitted.

**2. Lease Renewals**

The committee reviewed the proposed lease renewal agreements for Minnesota Flyers Gymnastics and Fitness Facility and Central Kitchen space at MSTATE. The committee recommended approval of both proposed lease agreements.

**INDEPENDENT SCHOOL DISTRICT #22**  
**TRANSPORTATION COMMITTEE MEETING AGENDA**  
**Transportation Committee Meeting - April 17, 2024**

A Transportation Committee Meeting was held on Wednesday, April 17th, 2024 at the District Office. In attendance were Mark Jenson (Superintendent), John Steffl (School Board Chair), Mary Rotter (School Board Treasurer), Colin Gedrose (Operations Supervisor), and Jason Kuehn (Director of Finance and Operations).

**1. Motor Coach Services Agreement Extension (2024-2026)**

The committee met with Ted and Michelle Anderson of Anderson Bus & Coach, Inc. of Frazee to review their proposal to extend the current agreement between the District and contractor for Motor Coach Services for the 2024-25 and 2025-26 school years. The committee recommends approval of the extension agreement.

**2. Transportation of Non-Resident Students Request**

The committee reviewed a request to adjust their current bus stop location submitted by families living on Graf Avenue, which is located outside of the District boundaries. The committee decided to further review bus stop locations that could be more accommodating to the families before making a final decision.



## ECFE and SR Advisory Council Meeting

**Thursday,  
April 28, 2024**

*The Detroit Lakes Early Childhood Family Education and School Readiness (ECFE and SR) Council exists to assist in developing, planning and monitoring the ECFE and SR program.*

*When staff and council members work together as a team, knowledge of community resources and growth of program operations are significantly enriched!*

### Minutes

- A. Call meeting to order
- B. Welcome and introduction of members: Lynnsey, Raimy, Ethan, Fran
- C. Business
  - a. Review minutes Feb 8
  - b. Current Classes and Events
    - i. ECFE classes and events
      - 1. Participation in classes The 5 Learn & Play Mixed Ages classes are full with some waitlists; Wiggles and Giggles in partnership with Public Health has a couple of openings. Capacity for classes is 72 children plus adults.
      - 2. Participation in events
        - a. ECFE at Voyager Lanes Bowling 22 adults, 24 children
        - b. ECFE Night at DLCCC 23 families, 70 attended
        - c. Big Rigs 52 children plus adults
        - d. Deez Fish Co 10 children, 10 adults
        - e. ECFE at BlueBird Books 8 children, 7 adults
    - ii. School Readiness classes
      - 1. Enrollment Full at 84 children
      - 2. Spring Conferences and Transitions- Conferences are spread out starting now through the beginning of May; Transition forms will go to the child's next placement in Kindergarten or for younger children - to the next preschool class
    - iii. Extended Care
      - 1. Enrollment currently 15
  - c. Upcoming ECFE/SR classes and events
    - i. Camp Kindergarten Connection Summer School Readiness - Acceptance letters sent out to 18, staff have been hired. Classes will run 3 full days a week in June.

- ii. School Readiness applications 2024-2025 - Continuing to take applications. Roughly 19 on the waitlist. Families are encouraged to apply to get on the list as enrollment can be fluid as families move around and openings may come up.
- iii. Spring/Summer Catalog
  - 1. Dyslexia Training April 18, 1-3 and 6-8
  - 2. Positive Powers Will be held April 25, 5:30-6:45 pm and Fri April 26, 10-11:15 am
  - 3. ECFE 50th Celebration Will be held May 28, 6-7 pm at LEC playground. Open to all who have worked at or attended ECFE and community members. Cake, bubbles, sidewalk chalk. Suggestions discussed.
  - 4. Music and Movement in the Park Blu Kanu June 18, 6-7 pm before the regular Tuesdays in the Park.
  - 5. Summer Out & Abouts in June, include Detroit Mountain Natural Play Area; Country Fields Greenhouse; Lifelink Helicopter, and more.
- d. ECFE/SR Staff
  - i. Staffing
    - 1. New staff
    - 2. Open positions - 2 open for fall due to resignations effective the end of this school year.
    - 3. Substitutes
  - ii. Professional Development
    - 1. Conscious Discipline Preventive and Positive approach to behavior guidance. Social-Emotional Curriculum. Registration is free through WCI. Staff who did not attend Aug 2023 will attend May 7. Teachers will attend the next level training May 8.
    - 2. MNAFEE Conference Coordinator attended, a good opportunity to connect with other ECFE Coordinators and Parent Educators.
- e. Parent Education Core Curriculum Framework Draft was shared at MNAFEE (handout) (PECCF) Draft. Final will be out around August 2024. It includes the domains of Parent Development, Parent-Child Relationships, Early Childhood Development, Family Development, and Culture & Community. Parents are asked what topics they are interested in, then information, discussions, and resources are provided during

parent time at ECFE classes. The PECCF has been aligned with the revised ECIPs.

- f. Revised Early Childhood Indicators of Progress ECIPs in draft form, includes evidence based reading instruction that aligns with the new READ Act.
  - g. Discussion ECFE participation fees. Coordinator inquired with a number of programs across the state. Some charge fees for the parent & child classes to help with costs. Some do not charge fees in order to be equitable for all families to have a first experience with the school district. After discussion, recommendation to keep parent & child classes at no cost and promote free will donations at ECFE classes and events.
- D. Other- ECFE Community Needs Assessment information is collected through a number of entities. Coordinator will also send out a mini survey.
- E. Next Meeting Dates: June 20, 2024 10-11:00
- F. Adjourn