



**DETROIT LAKES PUBLIC SCHOOLS**  
**AGENDA**  
**REGULAR SCHOOL BOARD MEETING**  
**Monday, September 23, 2024 - 5:30 PM**  
**City Council Chambers, 1025 Roosevelt Avenue, 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: Marian Martin 26martimari@detlakes.k12.mn.us, Hayden Wilson 27wilsohayd@detlakes.k12.mn.us**

**I. CALL TO ORDER**

Presenter: Steffl, Board Chair

A. Laker Pride

**II. ROLL CALL**

Presenter: Steffl, Board Chair

**III. PLEDGE OF ALLEGIANCE**

Presenter: Steffl, Board Chair

**IV. APPROVAL OF AGENDA**

Presenter: Steffl, Board Chair

A. Agenda Approval

Approval of the Agenda for the September 23, 2024 Regular School Board Meeting as presented.

**V. RECOGNITIONS**

Presenter: Steffl, Board Chair

A. Kristi Bigger-for always going above and beyond what is asked of her.

**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. Pallet of Starter Seed from Chris Malecka of Walmart for FFA

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

C. 150 pairs of shoes for DLPS from Mark Knutson Shoes for Kids Legacy Fund.

D. 2001 Audi TT from Chris Miller to Detroit Lakes High School .

E. \$3,748 from Arvig for the School Partnership Program.

**VIII. PROGRAM PRESENTATIONS**

Presenter:

A. ALC

Presenter: Brandon Schlenner

**IX. CONSENT ITEMS**

Presenter: Steffl, Board Chair

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

A. Approve the Minutes of the August 26, 2024 Regular School Board Meeting.

B. Approve District Bills

C. Approve District Hand Payable Bills

D. Approve Personnel Agenda Items

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

1. 506- K-12 Discipline and Violence Prevention

2. 613- Graduation Requirements

3. 722- Public Data and Data Subject Requests

4. 806- Crisis Management

F. Approve the 2024-2025 Student Activities Transportation Contract with Anderson Bus & Coach of Frazee, Inc.

G. Approve the Application for a High School Student fulfilling the requirements for Early Graduation as per School Board Policy 613 at the end of the first semester, January 17, 2025.

H. Approve the Fall 2024 Coaches list.

I. Approve the Snow Removal Contract for Laker Transitions and Administration Building.

J. Approve the Snow Removal Contract for Rossman Elementary, Bus Garage, and Lincoln Education Center.

K. Approve the Snow Removal Contracts for Detroit Lakes High School, Middle School, and Roosevelt Elementary.

**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 Certification of Proposed 2024 Tax Levy Payable in 2025 for the 2025-2026 School Year.

B. Motion to Approve the Memorandum of Understanding between Detroit Lakes Public School and EMDL.

C. Motion to Approve the Additional Staffing Request for Rossman Elementary and E-Laker Online.

D. Board Chair calls for nominations for the position of Board Clerk, effective November 5, 2024..

**XII. ADMINISTRATIVE AND BOARD REPORTS**

**A. Superintendent Report**

Presenter: Mark Jenson, Superintendent

1. District Updates

**B. Board Committee and Representative Reports**

1. Student Report

Presenter: Wimmer/Martin, Student Board Representative

2. Sports Arena Commission

Presenter: Steffl, Board Chair

3. Finance Committee

Presenter: Rotter, Board Treasurer

**XIII. UPCOMING EVENTS AND ACTIVITIES**

Presenter: Steffl, Board Chair

A. Finance Committee- 10/24/24 12:00PM District Office

B. Regular School Board Meeting-10/28/24 5:30PM City Council Chambers.

C. Election-11/05/24 7:00AM-8:00PM

**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.



# ALC Board Presentation

September 23, 2024

# Criteria for becoming a student at the DLALC

1. Performs substantially below the performance level for pupils of the same age in a locally determined achievement test.
2. Is at least one year behind in satisfactorily completing coursework or obtaining credits for graduation.
3. Is pregnant or is a parent.
4. Has been assessed as chemically abusive and/or dependent
5. Has been excluded or expelled.
6. Has been referred by Student Assistance Team for enrollment in an eligible alternative program.
7. Is a victim of physical or sexual abuse.
8. Has an assessed mental health condition.
9. Has experienced homelessness sometime within six months before requesting a transfer to an alternative program.
10. Has withdrawn from school, has been chronically truant, or has been excessively absent.
11. Speaks English as a second language or has limited English proficiency (LEP).

# ALC & Area Schools

Over 1300 K-12 students have been served throughout our region

- Targeted Services (Before/After school Programming)
  - DL, DL Boys & Girls Club, Frazee, LPA, Morris & Browns Valley
- Credit Recovery - After School Program 3:30-4:45
- Summer School - Two 4-week sessions
- Seat Based (ALC)
- Recovery School
- TAPP (Teen Age Parenting Program)

# DL-ALC Continual Learning Plan

Detroit Lakes Area Learning Center Student CLP																	Unexcused Absence Count			
Student Name: _____							Potential Students													
Enrolled		Completed		Credit Recovery (9)		Earned		Needed		Plan of Study for Current Year				Rates of Attendance						
<b>English</b>	Engl 9	Engl 9	Engl 9	Engl 9	0	8	<b>Q1</b>				<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	Aug/Sept	100%					
	Engl 10	Engl 10	Engl 10	Engl 10					2-	2-	2-	2-	Oct	100%						
	Engl 11	Engl 11	Engl 11	Engl 11					3-	3-	3-	3-	Nov	100%						
	Engl 12	Engl 12	Engl 12	Engl 12					4-	4-	4-	4-	Dec	100%						
									5-	5-	5-	5-	Jan	100%						
<b>Math</b>	Int. Algebra	Int. Algebra	Int. Algebra	Int. Algebra	0	6					6-	6-	6-	6-	Feb	100%				
	Geometry	Geometry	Geometry	Geometry					7-	7-	7-	7-	March	100%						
	Alg. II	Alg. II	Alg. II	Alg. II					8-	8-	8-	8-	April	100%						
									9-	9-	9-	9-	May	100%						
<b>Social</b>	World Geography	World Geography	World Geography	World Geography	0	7					Comments (learning objectives & goal(s), relating to indicators of need listed above):									
	US History	US History	US History	US History																
	Economics	Economics	Government	Government																
	World History	World History																		
<b>Science</b>	Physical Science	Physical Science	Physical Science	Physical Science	0	6					Did the student meet goals? <input type="checkbox"/> Yes <input type="checkbox"/> No									
	Biology	Biology	Biology	Biology					Recommendations for continued services, comments and suggestions:											
	Chemistry/Physics	Chemistry/Physics	Chemistry/Physics	Chemistry/Physics																
<b>PE/Health</b>	PE	PE	Fitness	Fitness	0	4					<b>Other Behavioral &amp; Academic Goals Measurement:</b>									
	PE	PE							<input type="checkbox"/> Improve reading, writing, math skills				Grades	MCA's						
	Health	Health							<input type="checkbox"/> Improve attendance				Attendance							
<b>Electives</b>	1	2	3	4	0	9					<input type="checkbox"/> Decrease conflicts with others									
	5	6	7	8					<input type="checkbox"/> Increase self-esteem/concept											
	9	10	11	12					<input type="checkbox"/> Decrease chemical use											
	13	14	15	16					<input type="checkbox"/> Improve verbal communication skills											
	17	18							<input type="checkbox"/> Decrease stress/anxiety											
									<input type="checkbox"/> Increase motivation/attitude											
<b>Art/Music/Performing Arts</b>	AMP	AMP	AMP	AMP	0	2					<input type="checkbox"/> Improve grades									
									<input type="checkbox"/> Other											
<b>Personal Finance</b>	P. Finance	P. Finance			0	1														
					Earned	Need														
					0	43														
					Remaining															
					0	43														
<b>9th grade</b>	11	10.75									Student Signature: _____				Parent Signature: _____					
<b>10th grade</b>	22	21.5																		
<b>11th grade</b>	33	32.25																		
<b>12th grade</b>	43	43																		
Teacher Comments:																				

# Credit Recovery and ISP

- Currently Utilizing Edgenuity as well as Face to Face
- Allowing students to work independently and one on one
- Allows students a chance to catch up on credits
- 9th hour at the ALC (12:25-1 or 3:30-4:45)

# Recovery School



# E-Laker

- Currently 40 Full-Time Students
- Edgenuity
- Part-time Teacher
- What it looks like for the upcoming year?
  - Currently utilizing the same model as last year for our full time students.
  - 14 students from out of district or from online last year

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

**Regular School Board Meeting  
Monday, August 26, 2024, 5:30 PM  
City Hall ~ 1025 Roosevelt Ave, Detroit Lakes, MN, 56501**

**Present:** John Steffl, Mary Rotter, Michelle Okeson, April Thomas

**Absent:** Amy Erickson, Ethan Walz

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

The Pledge of Allegiance was recited.

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

Program presentation was given by Anne Skjold

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

- A. Approve the Minutes of the July 22, 2024 Regular School Board Meeting.
- B. Approve K-12 Computer Checks #707139-707243 and #707259-707331, for a total of \$1,039,722.22. Approve Hand Payable Checks #707036-707052, #707123-707126, #707129-707138, Voided Checks #707041, Wire Transfers #10152-10160, #10168-10169, #10177-10178, #10250-10263, #10267-10281, #10288-10300, #10307-10327, in the amount of \$1,694,716.18. Approve Net Payroll Transfers on 7/30/2024 and 08/15/2024 in the amount of \$399,913.72 for a total of \$3,134,352.12.
- C. Approve the Comprehensive Project Representation and Management Services Agreement.
- D. Approve the Deaf/Hard of Hearing Service Contract for Stephanie Hanson for the 2024-2025 school year.
- E. Approve the extension of the Pepsi Contract for the 2024-2025 School Year.
- F. Approve the Food Service Pricing for the 2024-2025 School Year.

Discussion regarding the following policies: 506, 613, 722, and 806 was had.

A motion was made by Thomas, seconded by Rotter to approve the 24-25 Rossman, Roosevelt, Middle School, ALC, Activities, and High School Handbooks. (EXHIBIT) Motion carried unanimously.

Superintendent Jenson reported on happenings in the School District

Board Treasurer Rotter gave an update on the Finance Committee..

Board Chair Steffl gave an update on the Facilities Committee and announced upcoming meetings and events .

A motion by Rotter, to adjourn the meeting at 7:38 AM, seconded by Okeson. Motion carried unanimously.

Respectfully submitted,

April Thomas, Clerk

**PERSONNEL AGENDA**

## August 26, 2024

### 1) **Resignations:**

Leslie Anderson– High School PE Teacher, effective July 25, 2024.  
Rose Anderson– ECSE Paraprofessional, effective August 2, 2024.  
Shiloh Barrows– Roosevelt Title I Assistant/Noon Duty, Effective August 13, 2024.  
Brenda Bergum– Rossman Paraprofessional, effective August 8, 2024.  
Joshua Bettcher– Fall Speed and Strength Coach, effective August 15, 2024.  
Amy Fish– Lakes Area Adult Basic Education Supervisor, effective August 27, 2024.  
Ashley Heinz– JV Tennis Coach, effective July 18, 2024.  
Terri Jernberg– Middle School Math Teacher, effective August 6, 2024.  
Michael Larson– Assistant Boys Soccer Coach, effective June 12, 2024.  
Shelby Laymon– Roosevelt 5th Grade Teacher, effective July 23, 2024.  
Sheryl Metcalf– Roosevelt Paraprofessional, effective August 21, 2024.

### 2) **Retirements:**

Karla Brogren– Lincoln Education Paraprofessional, effective July 23, 2024.

### 3) **Appointments:**

Avery Austinson-Schultz– Laker Transitions Project LIFE Skills Trainer, at the rate of \$17.00 per hour, working 29.75 hours per week, effective August 28, 2024.  
Dori Bakke– High School ESY Paraprofessional, at the rate of \$18.35 per hour, working up to 15 hours, effective July 30, 2024 through August 8, 2024.  
Aurian Bennett– Lincoln Food Service Production Assistant, at the rate of \$18.25 per hour, working 28.75 hours per week, effective August 26, 2024.  
Ashley Byrd-Harris– Middle School Food Service Worker, at the rate of \$17.25 per hour, working 20 hours per week, effective August 29, 2024.  
Kelsie Casperson– Rossman ADSIS/Noon Duty, at the rate of \$17.00 per hour, working 27.5 hours per week, effective September 3, 2024.  
Megan Dahring– Middle School Custodian, at the rate of \$19.90 per hour with \$1.00 per hour differential, working 40 hours per week, effective August 26, 2024.  
Leslie De Nio– Laker Transitions PAES Lab Supervisor/Job Coach, at the rate of \$17.85 per hour, working 37.5 hours per week, effective August 27, 2024.  
Alexis Engum– Middle School Volleyball Coach, at the rate of \$2,104.83 per season, effective August 19, 2024.  
Melissa Gatheridge– Middle School Long Term Sub, rate of pay is per sub contract, effective September 23, 2024.  
Timmie Hansen– Roosevelt Special Education Paraprofessional, at the rate of \$17.00 per hour, working 29.75 hours per week, effective August 27, 2024.  
Myllinda Johnson– Rossman Laker Kids Supervisor, at the rate of \$22.50 per hour, working 12.5 hours per week, effective September 3, 2024.  
Diane Lanoue– Rossman Special Education Paraprofessional, at the rate of \$17.00 per hour, working 37.5 hours per week, effective August 26, 2024.  
Nicholas Lenzen– Roosevelt 5th Grade Teacher, at the rate of MA Step 10 or a contract amount of \$65,484 per year, effective August 19, 2024.  
Lisa Lindstrom– ESY Teacher, at the rate of \$30.00 per hour, working up to 20 hours per, effective July 29, 2024 through August 17, 2024.  
Amber Mangel– High School ESY Paraprofessional, at the rate of \$17.00 per hour , working up to 15 hours, effective July 30, 2024 through August 8, 2024.  
Katja Mohn– Lincoln ECFE/SR Educational Assistant, at the rate of \$17.00 per hour, working 37.5 hours per week, effective August 26, 2024.  
Amy Moors– Lincoln ECFE/School Readiness Educator, at the rate of \$36.19 per hour, working up to 29.75 hours per week, effective July 30, 2024.  
Luis Moreno– High School Physical Education Teacher, at the rate of BA Step 4 or a contract amount of \$47,711 per year, effective August 19, 2024. \*pending licensure\*  
Deb Nelson– Middle School Food Service Worker, at the rate of \$17.25 per hour, working 25 hours per week, effective August 27, 2024.  
Katie Odegaard– Rossman Special Education Para, at the rate of \$17.85 per hour,

working 37.5 hours per week, effective August 26, 2024.

Melissa Ostlie– Middle School Long Term Sub, rate of pay is per sub contract, effective August 28, 2024.

Kayla Rasmussen– High School Fall Speed and Strength Coordinator, at the rate of \$3,099.48 per season, effective August 12, 2024.

John Spanjers– Middle School Long Term Substitute, rate of pay is per sub contract, effective November 18, 2024.

Tara Sweeney– Middle School Special Education Paraprofessional, at the rate of \$18.35 per hour, working 37.5 hours per week, effective August 26, 2024. \*pending HQ status\*

Mari Thompson– Rossman Food Service Worker, at the rate of \$17.25 per hour, working 17.5 hours per week, effective August 26, 2024.

Benjamin Unruh– Middle School Girls Tennis Coach, at the rate of \$2,026.04 per season, effective August 12, 2024.

Dani Unruh– High School Assistant Varsity Tennis Coach, at the rate of \$3,207.61 per season, effective August 12, 2024.

Andrea Walberg– Rossman Special Education Paraprofessional, at the rate of \$17.35 per hour, working 29.75 hours per week, effective August 26, 2024. \*pending HQ status\*

Kayla Youngblom– Communications Specialist, at the rate of \$24.00 per hour, working up to 25 hours per week, effective August 1, 2024.

**4) Amended Assignment:**

Alice Zawadi Bayoma– Middle School Food Service Worker is amending her assignment from 25 hours per week to 20 hours per week, effective August 1, 2024.

Brenda Bergum– Rossman ADSIS/Noon Duty Assistant is amending her assignment to Substitute, effective August 8, 2024.

Tyler Burnside– is amending his assignment from Middle School Soccer Coach to Assistant Varsity Boys Soccer Coach, effective August 14, 2024.

Patricia Dahlin– Food Service Worker is amending her assignment from Substitute to part time Rossman Food Service Worker, effective August 26, 2024.

Brandi Davidson–Special Education Para is amending her assignment from Roosevelt to Rossman, effective August 26, 2024.

Sherry DeLair– is amending her assignment from Food Service Worker to Food Service Substitute, effective August 1, 2024.

Janelle Dow– Special Education Paraprofessional is amending her assignment from Roosevelt to Rossman, effective August 26, 2024.

Natasha Haverkamp– Special Education Para is amending her assignment from Middle School to Rossman, effective August 26, 2024.

Kim Holt– MARSS Coordinator is amending her assignment from the District Office to the High School Room 112C, effective August 12, 2024.

Kari Kirby– Middle School Custodian is amending her assignment from Middle School to High School, effective July 22, 2024.

Megan Klair– is amending her assignment from Middle School Cross Country Coach to Assistant Varsity Coach, effective August 14, 2024.

Ashley Schober– is amending her assignment from Food Service Production Assistant to Food Service Substitute, effective August 1, 2024.

Patricia Spry– is amending her assignment from Substitute Food Service Working to High School Food Service Worker 3 hours per day, effective August 15, 2024.

Jenna Tollefson– Special Education Paraprofessional is amending her assignment from Roosevelt to Middle School, effective August 26, 2024.

Julie Villa– Roosevelt Paraprofessional is amending her assignment from Roosevelt to the Middle School, working 29.75 hours per week, effective August 26, 2024.

**5) Termination:**

**6) Leave of Absence:**

Brianna Byer– Middle School Teacher is requesting a leave of absence from September 23, 2024 through December 9, 2024.

Samantha Galloway– Middle School Teacher is requesting a leave of absence from August 26, 2024 through October 4, 2024.

Jenna Pipek– Middle School Teacher is requesting a leave of absence from November 18, 2024 through January 15, 2024.

Alice Zawadi Bayoma– Middle School Food Service Worker is requesting a leave of absence from September 3, 2024 through May 22, 2025.

# 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	10683	707412	Check	1	1035		ALLIANCE PEST PROTECTION	Yes	No	No	USD	09/09/2024	65.00
		10684	707413	Check	1	1121		BLUE 84 SPIRIT	Yes	No	No	USD	09/09/2024	94.25
		10685	707414	Check	1	1192		CENTRAL MARKET	Yes	No	No	USD	09/09/2024	111.96
		10689	707415	Check	1	2953		INTERMEDIATE DISTRICT 287	Yes	No	No	USD	09/09/2024	1,987.20
		10691	707416	Check	1	3426	REMIT	ISD # 318	Yes	No	No	USD	09/09/2024	7,108.32
		10686	707417	Check	1	1537		ISD #31	Yes	No	No	USD	09/09/2024	2,248.40
		10690	707418	Check	1	3142		ISD #347	Yes	No	No	USD	09/09/2024	239.04
		10687	707419	Check	1	1549		ISD #846	Yes	No	No	USD	09/09/2024	634.90
		10688	707420	Check	1	1734		MEEKER & WRIGHT SPECIAL ED. CO	Yes	No	No	USD	09/09/2024	2,496.96
		10692	707421	Check	1	1005		ADVANCED BUSINESS METHODS	Yes	No	No	USD	09/09/2024	90,075.89
		10693	707422	Check	1	1076		AUTO VALJE DETROIT LAKES	Yes	No	No	USD	09/09/2024	18.45
		10694	707423	Check	1	1077		B.E. PUBLISHING INC	Yes	No	No	USD	09/09/2024	1,500.25
		10695	707424	Check	1	1094		BECKER COUNTY TRANSIT	Yes	No	No	USD	09/09/2024	225.00
		10696	707425	Check	1	1121		BLUE 84 SPIRIT	Yes	No	No	USD	09/09/2024	740.00
		10697	707426	Check	1	1143		BRENCO CORP.	Yes	No	No	USD	09/09/2024	1,447.19
		10698	707427	Check	1	1151		BRUSHMARKS SIGN	Yes	No	No	USD	09/09/2024	300.00
		10764	707428	Check	1	3405		CENTRAL LAKES CONFERENCE	Yes	No	No	USD	09/09/2024	5,000.00
		10699	707429	Check	1	1192		CENTRAL MARKET	Yes	No	No	USD	09/09/2024	93.55
		10761	707430	Check	1	3155	REMIT	CENTRAL MCGOWAN	Yes	No	No	USD	09/09/2024	123.55
		10700	707431	Check	1	1208	REMIT	COLE PAPERS	Yes	No	No	USD	09/09/2024	4,403.30
		10701	707432	Check	1	1231		CULINEX	Yes	No	No	USD	09/09/2024	15,702.14
		10702	707433	Check	1	1233		CUMMINS SALE & SERVICE	Yes	No	No	USD	09/09/2024	651.16
		10703	707434	Check	1	1244		DACOTAH PAPER COMPANY	Yes	No	No	USD	09/09/2024	1,741.62
		10704	707435	Check	1	1269		DETROIT LAKES CHIROPRACTIC	Yes	No	No	USD	09/09/2024	220.00
		10705	707436	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	USD	09/09/2024	620.55
		10757	707437	Check	1	2718	REMIT	ECKROTH MUSIC	Yes	No	No	USD	09/09/2024	2,013.94
		10706	707438	Check	1	1314		ED CLUB, INC.	Yes	No	No	USD	09/09/2024	703.50
		10763	707439	Check	1	3268		EPS OPERATIONS, LLC	Yes	No	No	USD	09/09/2024	1,151.54
		10707	707440	Check	1	1336	P.T.	ESSENTIA HEALTH	Yes	No	No	USD	09/09/2024	682.50
		10708	707441	Check	1	1378		FLR SANDERS, INC	Yes	No	No	USD	09/09/2024	15,090.12
		10762	707442	Check	1	3168		GIMKIT	Yes	No	No	USD	09/09/2024	650.00
		10760	707443	Check	1	3112		GOLDEN PATH SOLUTIONS INC	Yes	No	No	USD	09/09/2024	5,750.00
		10709	707444	Check	1	1421		GOPHER SPORT	Yes	No	No	USD	09/09/2024	692.57
		10710	707445	Check	1	1447		HAL LEONARD	Yes	No	No	USD	09/09/2024	299.00
		10711	707446	Check	1	1481		HERZOG ROOFING, INC.	Yes	No	No	USD	09/09/2024	3,095.00
		10712	707447	Check	1	1484		HIGHSCOPE	Yes	No	No	USD	09/09/2024	459.99
		10713	707448	Check	1	1487		HILLYARD / HUTCHINSON	Yes	No	No	USD	09/09/2024	6,338.99
		10714	707449	Check	1	1507		HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	09/09/2024	1,908.03
		10715	707450	Check	1	1511		HOUGH INC.	Yes	No	No	USD	09/09/2024	697.38
		10716	707451	Check	1	1514		HOWIES HOCKEY, INC.	Yes	No	No	USD	09/09/2024	1,527.84
		10717	707452	Check	1	1557		INNOVATIVE OFFICE SOLUTIONS, LL	Yes	No	No	USD	09/09/2024	210.24

**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	10718	707453	Check	1	1567		IXL LEARNING	Yes	No	No	USD	09/09/2024	3,600.00
		10766	707454	Check	1	3482		JESSICA MINAHAN, LLC	Yes	No	No	USD	09/09/2024	2,500.00
		10719	707455	Check	1	1593		JOHN KOOPMANN PIANO TUNING	Yes	No	No	USD	09/09/2024	200.00
		10720	707456	Check	1	1601		JOHNSON CONTROLS	Yes	No	No	USD	09/09/2024	5,499.16
		10721	707457	Check	1	1602		JOHNSON'S LOCK & KEY	Yes	No	No	USD	09/09/2024	1,666.20
		10722	707458	Check	1	1649		LAKES COUNTRY SERVICE CO-OP	Yes	No	No	USD	09/09/2024	3,425.00
		10723	707459	Check	1	1658		LAKESHORE LEARNING MATERIALS	Yes	No	No	USD	09/09/2024	2,848.10
		10725	707460	Check	1	1736		MENARDS - DETROIT LAKES	Yes	No	No	USD	09/09/2024	386.33
		10726	707461	Check	1	1744		MID STATES WIRELESS, INC.	Yes	No	No	USD	09/09/2024	750.00
		10727	707462	Check	1	1746		MIDWEST MACHINERY CO	Yes	No	No	USD	09/09/2024	762.43
		10728	707463	Check	1	1764		MINNKOTA RECYCLING	Yes	No	No	USD	09/09/2024	147.50
		10756	707464	Check	1	2419		MOORE, NICOLE	Yes	No	No	USD	09/09/2024	420.00
		10729	707465	Check	1	1806		MORRIS PAINTING & DECORATING I	Yes	No	No	USD	09/09/2024	9,204.00
		10730	707466	Check	1	1833	REMIT	NASCO EDUCATION	Yes	No	No	USD	09/09/2024	178.98
		10731	707467	Check	1	1840		NATIONAL FOOD GROUP, INC	Yes	No	No	USD	09/09/2024	2,500.00
		10732	707468	Check	1	1866		NORSEMAN MOTORS, INC.	Yes	No	No	USD	09/09/2024	96.64
		10733	707469	Check	1	1901		OTIS ELEVATOR COMPANY	Yes	No	No	USD	09/09/2024	1,862.50
		10759	707470	Check	1	3096	REMIT	PENGUIN RANDOM HOUSE LLC	Yes	No	No	USD	09/09/2024	258.75
		10734	707471	Check	1	1920		PEPSI	Yes	No	No	USD	09/09/2024	573.43
		10768	707472	Check	1	3527		PORT WILLIAM ACADEMY LLC	Yes	No	No	USD	09/09/2024	381.50
		10735	707473	Check	1	1951		PRECISION PRINTING	Yes	No	No	USD	09/09/2024	120.00
		10736	707474	Check	1	1954		PREMIUM WATERS, INC.	Yes	No	No	USD	09/09/2024	17.19
		10737	707475	Check	1	1958		PRO PRINT, INC.	Yes	No	No	USD	09/09/2024	282.20
		10738	707476	Check	1	1960		PRO-ED, INC.	Yes	No	No	USD	09/09/2024	44.00
		10739	707477	Check	1	1974		R SCHOOL TODAY	Yes	No	No	USD	09/09/2024	94.00
		10740	707478	Check	1	1978		RAMSEY FLOORING, INC.	Yes	No	No	USD	09/09/2024	3,450.00
		10741	707479	Check	1	1980		RDO EQUIPMENT CO.	Yes	No	No	USD	09/09/2024	136.38
		10742	707480	Check	1	1981		REALLY GOOD STUFF	Yes	No	No	USD	09/09/2024	37.99
		10743	707481	Check	1	2025		SAFETYFIRST PLAYGROUND MAINTN	Yes	No	No	USD	09/09/2024	850.00
		10744	707482	Check	1	2036		SCAN AIR FILTER, INC.	Yes	No	No	USD	09/09/2024	4,533.81
		10745	707483	Check	1	2056		SCHOOL-SPECIALTY LLC	Yes	No	No	USD	09/09/2024	2,125.18
		10746	707484	Check	1	2063		SCHULTZ BUS COMPANY	Yes	No	No	USD	09/09/2024	38.00
		10747	707485	Check	1	2120		STAPLES	Yes	No	No	USD	09/09/2024	176.13
		10748	707486	Check	1	2126		STEIN'S INC.	Yes	No	No	USD	09/09/2024	72.55
		10749	707487	Check	1	2129		STENERSON BROS. LUMBER CO.	Yes	No	No	USD	09/09/2024	27.19
		10765	707488	Check	1	3474		STUDICA, INC.	Yes	No	No	USD	09/09/2024	19,022.81
		10750	707489	Check	1	2139		SUMMIT FIRE PROTECTION	Yes	No	No	USD	09/09/2024	5,349.00
		10751	707490	Check	1	2143	REMIT	SUPREME SCHOOL SUPPLY CO.	Yes	No	No	USD	09/09/2024	194.89
		10724	707491	Check	1	1716	REMIT	THE MASTER TEACHER, INC	Yes	No	No	USD	09/09/2024	534.85
		10758	707492	Check	1	2872	REMIT	THE MATH LEARNING CENTER	Yes	No	No	USD	09/09/2024	432.00
		10752	707493	Check	1	2203		TROPHY HOUSE	Yes	No	No	USD	09/09/2024	8,385.16

# 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	10753	707494	Check	1	2207		TWEETON REFRIGERATION, INC.	Yes	No	No	USD	09/09/2024	249.00
		10754	707495	Check	1	2226		UPPER LAKES FOODS, INC.	Yes	No	No	USD	09/09/2024	13,878.26
		10769	707496	Check	1	3537		WARNER GARAGE DOOR, INC.	Yes	No	No	USD	09/09/2024	121.20
		10770	707497	Check	1	3538		WHITE EARTH INDIAN CHILD WELFA	Yes	No	No	USD	09/09/2024	325.00
		10767	707498	Check	1	3514		WISCONSIN CENTER FOR EDUCATIC	Yes	No	No	USD	09/09/2024	51.00
		10755	707499	Check	1	2281	REMIT	ZANER BLOSER	Yes	No	No	USD	09/09/2024	19,272.38
Bank Total: MW														
Report Total:														
\$296,200.01														
\$296,200.01														

**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	10875	707580	Check	1	3547		WILLIAMS, SARAH	Yes	No	No	USD	09/23/2024	367.24
		10876	707581	Check	1	1011		ACADEMIC PLANNERS PLUS	Yes	No	No	USD	09/23/2024	323.00
		10977	707582	Check	1	3526		ADA SPORTS AND RACKETS, LLC	Yes	No	No	USD	09/23/2024	1,030.00
		10877	707583	Check	1	1035		ALLIANCE PEST PROTECTION	Yes	No	No	USD	09/23/2024	60.00
		10878	707584	Check	1	1072		ASL INTERPRETING SERVICES, INC	Yes	No	No	USD	09/23/2024	373.50
		10879	707585	Check	1	1076		AUTO VALUE DETROIT LAKES	Yes	No	No	USD	09/23/2024	45.97
		10880	707586	Check	1	1091		BECKER COUNTY ENVIRONMENTAL	Yes	No	No	USD	09/23/2024	407.44
		10881	707587	Check	1	1102		BERGSTROM ELECTRIC, INC.	Yes	No	No	USD	09/23/2024	3,715.45
		10969	707588	Check	1	3123		BREAKOUT EDU INC	Yes	No	No	USD	09/23/2024	79.00
		10883	707589	Check	1	1143		BRENCO CORP.	Yes	No	No	USD	09/23/2024	341.10
		10884	707590	Check	1	1187	REMIT	CENGAGE LEARNING	Yes	No	No	USD	09/23/2024	700.00
		10885	707591	Check	1	1192		CENTRAL MARKET	Yes	No	No	USD	09/23/2024	66.90
		10970	707592	Check	1	3155	REMIT	CENTRAL MCGOWAN	Yes	No	No	USD	09/23/2024	123.55
		10965	707593	Check	1	2770		CHILEDA INSTITUTE, LLC	Yes	No	No	USD	09/23/2024	8,894.23
		10886	707594	Check	1	1201		CITI CARGO & STORAGE	Yes	No	No	USD	09/23/2024	150.00
		10887	707595	Check	1	1208	REMIT	COLE PAPERS	Yes	No	No	USD	09/23/2024	71.96
		10979	707596	Check	1	3546		COLE, SHARI	Yes	No	No	USD	09/23/2024	316.75
		10888	707597	Check	1	1214		CONNECT INTERIORS	Yes	No	No	USD	09/23/2024	847.64
		10889	707598	Check	1	1231		CULINEX	Yes	No	No	USD	09/23/2024	197.10
		10890	707599	Check	1	1233		CUMMINS SALE & SERVICE	Yes	No	No	USD	09/23/2024	1,847.41
		10882	707600	Check	1	1107		CWIKLAACE HARDWARE	Yes	No	No	USD	09/23/2024	219.27
		10891	707601	Check	1	1244		DACOTAH PAPER COMPANY	Yes	No	No	USD	09/23/2024	726.24
		10893	707602	Check	1	1269		DETROIT LAKES CHIROPRACTIC	Yes	No	No	USD	09/23/2024	110.00
		10894	707603	Check	1	1275		DETROIT LAKES TRIBUNE	Yes	No	No	USD	09/23/2024	139.88
		10895	707604	Check	1	1299		DOW ACOUSTICS, INC.	Yes	No	No	USD	09/23/2024	205.00
		10896	707605	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	USD	09/23/2024	5,842.27
		10957	707606	Check	1	2317		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	09/23/2024	409.05
		10968	707607	Check	1	2949		ELEVATED SURFACE CLEANING	Yes	No	No	USD	09/23/2024	16,675.00
		10897	707608	Check	1	1387		FORUM COMMUNICATIONS PRINTING	Yes	No	No	USD	09/23/2024	3,544.09
		10898	707609	Check	1	1411		GEYER INSTRUCTIONAL AIDS CO.	Yes	No	No	USD	09/23/2024	71.98
		10899	707610	Check	1	1416		GIVEN, RIKKI	Yes	No	No	USD	09/23/2024	50.00
		10900	707611	Check	1	1421		GOPHER SPORT	Yes	No	No	USD	09/23/2024	9,293.45
		10901	707612	Check	1	1426		GRAINGER, INC.	Yes	No	No	USD	09/23/2024	784.06
		10902	707613	Check	1	1432		GREEN'S PLUMBING & MODERN HEA	Yes	No	No	USD	09/23/2024	21,695.00
		10964	707614	Check	1	2547		GRIMCO INC.	Yes	No	No	USD	09/23/2024	820.59
		10972	707615	Check	1	3227		HALF-PINT KIDS, INC.	Yes	No	No	USD	09/23/2024	475.20
		10903	707616	Check	1	1457		HAWKINS, INC.	Yes	No	No	USD	09/23/2024	1,302.73
		10978	707617	Check	1	3544		HENDRICKSON, RIANA	Yes	No	No	USD	09/23/2024	214.06
		10962	707618	Check	1	2413		HEUER, CASSIE	Yes	No	No	USD	09/23/2024	423.39
		10904	707619	Check	1	1487		HILLYARD / HUTCHINSON	Yes	No	No	USD	09/23/2024	9,172.46
		10905	707620	Check	1	1511		HOUGH INC.	Yes	No	No	USD	09/23/2024	355.00

# 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	10960	707621	Check	1	2409	REMIT	HUT AMERICAN GROUP LLC	Yes	No	No	USD	09/23/2024	551.48
		10906	707622	Check	1	1529		ICS CONSULTING, LLC -138006	Yes	No	No	USD	09/23/2024	7,935.00
		10907	707623	Check	1	1557		INNOVATIVE OFFICE SOLUTIONS, LL	Yes	No	No	USD	09/23/2024	18.48
		10959	707624	Check	1	2383	REMIT	INSTRUCTURE, INC.	Yes	No	No	USD	09/23/2024	3,062.00
		10908	707625	Check	1	1567		IXL LEARNING	Yes	No	No	USD	09/23/2024	1,200.00
		10909	707626	Check	1	1601		JOHNSON CONTROLS	Yes	No	No	USD	09/23/2024	3,599.23
		10910	707627	Check	1	1608		JOSTENS	Yes	No	No	USD	09/23/2024	29.10
		10911	707628	Check	1	1622		KENDELL DOORS & HARDWARE, INC	Yes	No	No	USD	09/23/2024	644.00
		10912	707629	Check	1	1638	REMIT	L&M FLEET SUPPLY, INC.	Yes	No	No	USD	09/23/2024	650.69
		10913	707630	Check	1	1658		LAKESHORE LEARNING MATERIALS	Yes	No	No	USD	09/23/2024	77.87
		10961	707631	Check	1	2410		LAKEVIEW GREENHOUSES	Yes	No	No	USD	09/23/2024	120.00
		10914	707632	Check	1	1666		LEARNING A-Z	Yes	No	No	USD	09/23/2024	1,755.00
		10915	707633	Check	1	1673		LEIGHTON BROADCASTING	Yes	No	No	USD	09/23/2024	219.00
		10916	707634	Check	1	1707		MARK'S ELECTRIC INC.	Yes	No	No	USD	09/23/2024	10,709.27
		10917	707635	Check	1	1715		MASSP	Yes	No	No	USD	09/23/2024	175.00
		10919	707636	Check	1	1736		MENARDS - DETROIT LAKES	Yes	No	No	USD	09/23/2024	242.96
		10920	707637	Check	1	1739	REMIT	METROPOLITAN MECHANICAL CONT	Yes	No	No	USD	09/23/2024	66,876.79
		10921	707638	Check	1	1744		MID STATES WIRELESS, INC.	Yes	No	No	USD	09/23/2024	258.96
		10922	707639	Check	1	1753		MILLER YARD CARE AND CONSTRUC	Yes	No	No	USD	09/23/2024	1,285.00
		10924	707640	Check	1	1764		MINNKOTA RECYCLING	Yes	No	No	USD	09/23/2024	41.30
		10923	707641	Check	1	1756		MN DEPARTMENT OF HEALTH	Yes	No	No	USD	09/23/2024	60.00
		10992	707642	Check	1	1263		MN DEPARTMENT OF HUMAN SERVIK	Yes	No	No	USD	09/23/2024	488.00
		10925	707643	Check	1	1806		MORRIS PAINTING & DECORATING I	Yes	No	No	USD	09/23/2024	1,724.04
		10963	707644	Check	1	2420	REMIT	MRI SOFTWARE LLC	Yes	No	No	USD	09/23/2024	8.00
		10926	707645	Check	1	1833	REMIT	NASCO EDUCATION	Yes	No	No	USD	09/23/2024	96.78
		10927	707646	Check	1	1840		NATIONAL FOOD GROUP, INC	Yes	No	No	USD	09/23/2024	9,305.55
		10928	707647	Check	1	1856		NEWS-2-YOU, LLC	Yes	No	No	USD	09/23/2024	2,299.95
		10929	707648	Check	1	1868		NORTH COUNTRY BUSINESS PRODL	Yes	No	No	USD	09/23/2024	1,377.00
		10930	707649	Check	1	1907		PAN-O-GOLD BAKING CO.	Yes	No	No	USD	09/23/2024	457.60
		10931	707650	Check	1	1908		PAPA MURPHY'S	Yes	No	No	USD	09/23/2024	669.00
		10932	707651	Check	1	1911		PAR INC.	Yes	No	No	USD	09/23/2024	191.40
		10933	707652	Check	1	1920		PEPSI	Yes	No	No	USD	09/23/2024	4,560.72
		10934	707653	Check	1	1930		PIONEER VALLEY BOOKS	Yes	No	No	USD	09/23/2024	323.95
		10935	707654	Check	1	1943		POPPLERS MUSIC STORE	Yes	No	No	USD	09/23/2024	1,011.49
		10936	707655	Check	1	1951		PRECISION PRINTING	Yes	No	No	USD	09/23/2024	287.50
		10937	707656	Check	1	1954		PREMIUM WATERS, INC.	Yes	No	No	USD	09/23/2024	172.47
		10938	707657	Check	1	1960		PRO-ED, INC.	Yes	No	No	USD	09/23/2024	211.20
		10939	707658	Check	1	1974		R SCHOOL TODAY	Yes	No	No	USD	09/23/2024	300.00
		10974	707659	Check	1	3505		R&D TECHNOLOGIES, INC	Yes	No	No	USD	09/23/2024	161.57
		10940	707660	Check	1	1980		RDO EQUIPMENT CO.	Yes	No	No	USD	09/23/2024	183.76
		10956	707661	Check	1	2306		REGION 1	Yes	No	No	USD	09/23/2024	334.30

# 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	10976	707662	Check	1	3513	REMIT	ROBOTICAL INC	Yes	No	No	USD	09/23/2024	575.97
		10942	707663	Check	1	2019		RUSCO WINDOW COMPANY, INC.	Yes	No	No	USD	09/23/2024	2,689.00
		10967	707664	Check	1	2943		SADDEBACK EDUCATIONAL, INC	Yes	No	No	USD	09/23/2024	1,802.81
		10943	707665	Check	1	2049		SCHOLASTIC EQUIPMENT COMPANY	Yes	No	No	USD	09/23/2024	23,879.17
		10944	707666	Check	1	2056		SCHOOL SPECIALTY LLC	Yes	No	No	USD	09/23/2024	2,527.61
		10945	707667	Check	1	2063		SCHULTZ BUS COMPANY	Yes	No	No	USD	09/23/2024	182.00
		10946	707668	Check	1	2074		SEPTIC VAC	Yes	No	No	USD	09/23/2024	360.00
		10941	707669	Check	1	2018		SQUIRES, WALDSPURGER & MACE,	Yes	No	No	USD	09/23/2024	522.50
		10947	707670	Check	1	2120		STAPLES	Yes	No	No	USD	09/23/2024	69.96
		10958	707671	Check	1	2372		STAR AUTISM SUPPORT	Yes	No	No	USD	09/23/2024	1,375.00
		10948	707672	Check	1	2126		STEIN'S INC.	Yes	No	No	USD	09/23/2024	2,442.31
		10949	707673	Check	1	2128		STELLHER HUMAN SERVICES, INC.	Yes	No	No	USD	09/23/2024	26,800.00
		10950	707674	Check	1	2168		TEAM LAB	Yes	No	No	USD	09/23/2024	1,360.00
		10951	707675	Check	1	2169		TECH CHECK, LLC	Yes	No	No	USD	09/23/2024	3,055.88
		10975	707676	Check	1	3508		THE AUTISM HELPER, INC.	Yes	No	No	USD	09/23/2024	648.00
		10973	707677	Check	1	3387		THE EMERALD GROUP	Yes	No	No	USD	09/23/2024	9,300.00
		10918	707678	Check	1	1716	REMIT	THE MASTER TEACHER, INC	Yes	No	No	USD	09/23/2024	234.00
		10966	707679	Check	1	2872	REMIT	THE MATH LEARNING CENTER	Yes	No	No	USD	09/23/2024	282.96
		10952	707680	Check	1	2179		THERAPY SHOPPE, INC.	Yes	No	No	USD	09/23/2024	83.97
		10971	707681	Check	1	3162		TURMAN, BILLIE	Yes	No	No	USD	09/23/2024	96.63
		10953	707682	Check	1	2207		TWEETON REFRIGERATION, INC.	Yes	No	No	USD	09/23/2024	1,592.26
		10954	707683	Check	1	2226		UPPER LAKES FOODS, INC.	Yes	No	No	USD	09/23/2024	16,658.61
		10955	707684	Check	1	2252		WEBBER FAMILY MOTORS	Yes	No	No	USD	09/23/2024	70.55
Bank Total: MW														
Report Total: <span style="border: 1px solid black; padding: 2px;">\$312,771.56</span>														

**HAND PAYABLE SUMMARY (AUGUST 2024)**

Bank	Pmt No	Check No	Pay Type	Vendor	Date	Amount
MW	10441		Wire	CITY OF DETROIT LAKES	8/8/2024	\$ 965.54
MW	10442		Wire	DETROIT LAKES DISPOSAL	8/8/2024	\$ 2,626.82
MW	10443		Wire	EMC INSURANCE COMPANIES	8/8/2024	\$ 98.00
MW	10444		Wire	PERFORMANCE FOODSERVICE	8/8/2024	\$ 1,658.32
MW	10445		Wire	VANTIV BILLING / WORLDPAY	8/8/2024	\$ 132.85
MW	10446		Wire	VANTIV BILLING / WORLDPAY	8/8/2024	\$ 107.85
MW	10447		Wire	LAKES COUNTRY SERVICE CO-OP INSURANCE POOL	8/8/2024	\$ 407,305.38
MW	10448		Wire	EKON-O-PAC LLC	8/8/2024	\$ 408.00
MW	10449		Wire	CONSTELLATION NEW ENERGY GAS D	8/8/2024	\$ 1,034.03
MW	10455		Wire	BREMER BANK CC	8/12/2024	\$ 2,847.93
MW	10463		Wire	INTERNAL REVENUE SERVICE	8/15/2024	\$ 65,715.51
MW	10464		Wire	MN DEPT OF REVENUE -PAYROLL TAXES	8/15/2024	\$ 10,666.28
MW	10465		Wire	AMAZON	8/15/2024	\$ 29,940.36
MW	10466		Wire	CAPITAL ONE TRADE CREDIT	8/16/2024	\$ 3,661.54
MW	10467		Wire	CITY OF DETROIT LAKES	8/16/2024	\$ 19,578.92
MW	10468		Wire	CITY OF DETROIT LAKES	8/16/2024	\$ 7,378.45
MW	10469		Wire	CITY OF DETROIT LAKES	8/16/2024	\$ 44.00
MW	10470		Wire	CITY OF DETROIT LAKES	8/16/2024	\$ 147.23
MW	10471		Wire	CITY OF DETROIT LAKES	8/16/2024	\$ 368.60
MW	10472		Wire	MINNESOTA ENERGY RESOURCES	8/16/2024	\$ 37.87
MW	10473		Wire	MINNESOTA ENERGY RESOURCES	8/16/2024	\$ 45.67
MW	10474		Wire	MINNESOTA ENERGY RESOURCES	8/16/2024	\$ 213.26
MW	10475		Wire	PERFORMANCE FOODSERVICE	8/16/2024	\$ 657.08
MW	10476		Wire	QUADIENT LEASING USA, INC.	8/16/2024	\$ 80.85
MW	10477		Wire	SYSCO NORTH DAKOTA, INC	8/16/2024	\$ 8,527.99
MW	10478		Wire	USPS.COM	8/16/2024	\$ 214.33
MW	10479		Wire	CAPITAL ONE TRADE CREDIT	8/16/2024	\$ 32.71
MW	10570		Wire	LAKES COMMUNITY COOPERATIVE	8/22/2024	\$ 1,350.11
MW	10571		Wire	MINNESOTA ENERGY RESOURCES	8/22/2024	\$ 21.94
MW	10572		Wire	PERFORMANCE FOODSERVICE	8/22/2024	\$ 1,614.78
MW	10573		Wire	VERIZON WIRELESS	8/22/2024	\$ 555.78
MW	10574		Wire	VERIZON WIRELESS	8/22/2024	\$ 637.00
MW	10575		Wire	MIDCO COMMUNICATIONS	8/22/2024	\$ 60.00
MW	10576		Wire	MIDCO COMMUNICATIONS	8/22/2024	\$ 60.00
MW	10577		Wire	MIDCO COMMUNICATIONS	8/22/2024	\$ 60.00
MW	10578		Wire	MIDCO COMMUNICATIONS	8/22/2024	\$ 60.00
MW	10579		Wire	MIDCO COMMUNICATIONS	8/22/2024	\$ 60.00
MW	10580		Wire	MIDCO COMMUNICATIONS	8/22/2024	\$ 60.00
MW	10581		Wire	MIDCO COMMUNICATIONS	8/22/2024	\$ 2,060.39
MW	10582		Wire	MIDCO COMMUNICATIONS	8/22/2024	\$ 60.00
MW	10609		Wire	ARVIG COMMUNICATION SYSTEMS	8/27/2024	\$ 557.47
MW	10610		Wire	ARVIG COMMUNICATION SYSTEMS	8/27/2024	\$ 123.95
MW	10611		Wire	CITY OF DETROIT LAKES	8/27/2024	\$ 141.35
MW	10612		Wire	CITY OF DETROIT LAKES	8/27/2024	\$ 1,317.03
MW	10613		Wire	CITY OF DETROIT LAKES	8/27/2024	\$ 229.74
MW	10614		Wire	CITY OF DETROIT LAKES	8/27/2024	\$ 25,428.11
MW	10615		Wire	CITY OF DETROIT LAKES	8/27/2024	\$ 609.38
MW	10616		Wire	CITY OF DETROIT LAKES	8/27/2024	\$ 581.86
MW	10617		Wire	METLIFE	8/27/2024	\$ 5,979.45
MW	10618		Wire	WEX HEALTH INC - HSA/FLEX	8/27/2024	\$ 2,317.25
MW	10619		Wire	PUBLIC EMPLOYEES RETIREMENT ASSOC	8/27/2024	\$ 20,205.02
MW	10620		Wire	MN TEACHERS RETIREMENT ASSOC.	8/27/2024	\$ 25,678.62
MW	10621		Wire	MINNESOTA STATE RETIREMENT SYS	8/27/2024	\$ 7,250.90
MW	10622		Wire	AVIBEN	8/27/2024	\$ 11,534.61
MW	10623		Wire	INTERNAL REVENUE SERVICE	8/27/2024	\$ 420.25
MW	10624		Wire	MN DEPT OF REVENUE -PAYROLL TAXES	8/27/2024	\$ 74.44
MW	10625		Wire	PUBLIC EMPLOYEES RETIREMENT ASSOC	8/27/2024	\$ 265.50
MW	10649		Wire	MINNESOTA ENERGY RESOURCES	8/29/2024	\$ 1,956.88
MW	10650		Wire	MINNESOTA ENERGY RESOURCES	8/29/2024	\$ 52.54
MW	10651		Wire	MINNESOTA ENERGY RESOURCES	8/29/2024	\$ 731.73

MW	10652		Wire	MINNESOTA ENERGY RESOURCES	8/29/2024	\$	662.15
MW	10653		Wire	MINNESOTA ENERGY RESOURCES	8/29/2024	\$	248.52
MW	10654		Wire	QUADIENT FINANCE (POSTAGE)	8/29/2024	\$	1,000.00
MW	10655		Wire	CORPORATE PAYMENT SYSTEMS	8/29/2024	\$	1,199.80
MW	10664		Wire	INTERNAL REVENUE SERVICE	8/30/2024	\$	57,559.43
MW	10665		Wire	MN DEPT OF REVENUE -PAYROLL TAXES	8/30/2024	\$	9,022.17
MW	10434	707245	Check	MARTIN, DUSTIN	8/8/2024	\$	668.00
MW	10440	707246	Check	MN HIGH SCHOOL VOLLEYBALL SHOWCASE	8/8/2024	\$	290.00
MW	10439	707247	Check	MOHR, CHRISTIN	8/8/2024	\$	485.13
MW	10438	707248	Check	NORTHERN MN ROBOTICS CONFERENCE	8/8/2024	\$	600.00
MW	10435	707249	Check	PRECISION PRINTING	8/8/2024	\$	272.47
MW	10436	707250	Check	SCHNATHORST, VERNON	8/8/2024	\$	245.94
MW	10437	707251	Check	SCHULTZ BUS COMPANY	8/8/2024	\$	31,266.93
MW	10457	707252	Check	AFSCME COUNCIL 65	8/15/2024	\$	278.61
MW	10456	707253	Check	AMERICAN FAMILY LIFE ASSURANCE CO	8/15/2024	\$	187.76
MW	10459	707254	Check	D. L. ATHLETIC FOUNDATION	8/15/2024	\$	65.00
MW	10460	707255	Check	D.L. PUBLIC EDUC FOUNDATION	8/15/2024	\$	5.00
MW	10462	707256	Check	MN SCHOOL EMPLOYEES ASSOC.	8/15/2024	\$	54.76
MW	10461	707257	Check	SUPPORT PAYMENT CLEARINGHOUSE	8/15/2024	\$	671.82
MW	10458	707258	Check	UNITED WAY OF BECKER COUNTY	8/15/2024	\$	29.00
MW	10567	707332	Check	BLOOMINGTON ICE GARDEN	8/22/2024	\$	262.50
MW	10561	707333	Check	BRAUN, JOSEPH	8/22/2024	\$	160.00
MW	10562	707334	Check	BRAUN, JOSEPH	8/22/2024	\$	150.00
MW	10554	707335	Check	BURNSIDE, BRADY	8/22/2024	\$	175.00
MW	10555	707336	Check	DILLARD, MARY	8/22/2024	\$	181.02
MW	10559	707337	Check	HAMM, MACKENZIE	8/22/2024	\$	40.00
MW	10558	707338	Check	HAMM, MIKE	8/22/2024	\$	40.00
MW	10565	707339	Check	HOLLINGSWORTH, RICHARD	8/22/2024	\$	146.64
MW	10566	707340	Check	HOLLINGSWORTH, RICHARD	8/22/2024	\$	221.64
MW	10553	707341	Check	JB'S CUSTOM APPAREL	8/22/2024	\$	228.00
MW	10569	707342	Check	MADISON NATIONAL LIFE INSURANCE	8/22/2024	\$	4,357.29
MW	10560	707343	Check	MONONO, EWUMBUA	8/22/2024	\$	225.30
MW	10564	707344	Check	OFF SZN MEDIA	8/22/2024	\$	1,750.00
MW	10563	707345	Check	OLSEN, JESSIE	8/22/2024	\$	68.15
MW	10557	707346	Check	PETERSON, JEREMY	8/22/2024	\$	40.00
MW	10556	707347	Check	SLACK, DEB	8/22/2024	\$	177.00
MW	10568	707348	Check	SUPERIOR CHEER	8/22/2024	\$	38.90
MW	10605	707349	Check	ALLEN, AMELIA	8/27/2024	\$	40.00
MW	10594	707350	Check	ALLEN, BOB	8/27/2024	\$	40.00
MW	10588	707351	Check	BAER, KARI	8/27/2024	\$	65.00
MW	10586	707352	Check	BURNSIDE, BRADY	8/27/2024	\$	160.00
MW	10583	707353	Check	CENTRAL MARKET	8/27/2024	\$	755.58
MW	10589	707354	Check	CHRISTENSON, DAN	8/27/2024	\$	155.00
MW	10590	707355	Check	COLEMAN, CHRIS	8/27/2024	\$	155.00
MW	10584	707356	Check	CONCORDIA COLLEGE VOLLEYBALL	8/27/2024	\$	125.00
MW	10606	707357	Check	DALLMAN, BRIELLE	8/27/2024	\$	40.00
MW	10587	707358	Check	FRANK, JENNIFER	8/27/2024	\$	85.00
MW	10608	707359	Check	GENERAL SPORTS	8/27/2024	\$	612.00
MW	10593	707360	Check	HAMAR, TERRY	8/27/2024	\$	40.00
MW	10601	707361	Check	JONES, BOB	8/27/2024	\$	120.00
MW	10585	707362	Check	LAKER LOCKER	8/27/2024	\$	3,571.75
MW	10607	707363	Check	LAUX, LINDSEY	8/27/2024	\$	649.31
MW	10599	707364	Check	MARTIN, CLAIRE	8/27/2024	\$	40.00
MW	10597	707365	Check	MARTIN, TIM	8/27/2024	\$	40.00
MW	10600	707366	Check	MITCHELL, ALYSSA	8/27/2024	\$	189.12
MW	10604	707367	Check	NOJANG, EMMANUEL	8/27/2024	\$	190.82
MW	10598	707368	Check	PLAMBECK, JOHN	8/27/2024	\$	226.64
MW	10596	707369	Check	SABANOVIC, KEMAL	8/27/2024	\$	226.64
MW	10595	707370	Check	SCHORNACK, JENNA	8/27/2024	\$	60.00
MW	10602	707371	Check	WESTPHAL, ANDREW	8/27/2024	\$	120.00
MW	10592	707372	Check	WHEELING, DARREN	8/27/2024	\$	40.00
MW	10591	707373	Check	WHEELING, NICOLE	8/27/2024	\$	40.00
MW	10603	707374	Check	ZIMNEY, ADDISON	8/27/2024	\$	75.00
MW	10631	707375	Check	BACHMANN, DARWIN	8/29/2024	\$	85.00

MW	10645	707376	Check	BRUGGEMAN, DOUG	8/29/2024	\$	150.00
MW	10633	707377	Check	DILLARD, MARY	8/29/2024	\$	181.02
MW	10640	707378	Check	FENSKE, BRADY	8/29/2024	\$	85.00
MW	10642	707379	Check	FISCHER, MISSY	8/29/2024	\$	173.26
MW	10641	707380	Check	FREUDENBERG, JARED	8/29/2024	\$	213.93
MW	10646	707381	Check	GULLINGSRUD, JOHN	8/29/2024	\$	150.00
MW	10637	707382	Check	HAMM, MACKENZIE	8/29/2024	\$	40.00
MW	10636	707383	Check	HAMM, MIKE	8/29/2024	\$	40.00
MW	10648	707384	Check	HINSZ, TRACY	8/29/2024	\$	150.00
MW	10638	707385	Check	MAHLUM, CHRIS	8/29/2024	\$	85.00
MW	10647	707386	Check	MUCKENHIRN, ERIC	8/29/2024	\$	150.00
MW	10644	707387	Check	NELSON, DERRICK	8/29/2024	\$	150.00
MW	10626	707388	Check	OLANDER BUS SERVICE INC.	8/29/2024	\$	25,000.00
MW	10643	707389	Check	PERKINS, RACHEL	8/29/2024	\$	60.00
MW	10635	707390	Check	PETERSON, JEREMY	8/29/2024	\$	40.00
MW	10639	707391	Check	SCHORNACK, JENNA	8/29/2024	\$	120.00
MW	10627	707392	Check	SCHULTZ BUS COMPANY	8/29/2024	\$	25,000.00
MW	10632	707393	Check	SCOLLEY, MIKE	8/29/2024	\$	85.00
MW	10634	707394	Check	SLACK, DEB	8/29/2024	\$	177.00
MW	10629	707395	Check	SPECHT, ART	8/29/2024	\$	85.00
MW	10628	707396	Check	STUEWE, LUKE	8/29/2024	\$	160.00
MW	10630	707397	Check	TUCKER, STEVE	8/29/2024	\$	85.00
MW	10658	707398	Check	AFSCME COUNCIL 65	8/30/2024	\$	278.61
MW	10656	707399	Check	AMERICAN FAMILY LIFE ASSURANCE CO	8/30/2024	\$	-
MW	10660	707400	Check	D. L. ATHLETIC FOUNDATION	8/30/2024	\$	65.00
MW	10661	707401	Check	D.L. PUBLIC EDUC FOUNDATION	8/30/2024	\$	5.00
MW	10657	707402	Check	MINNESOTA CHILD SUPPORT	8/30/2024	\$	29.50
MW	10662	707403	Check	MN SCHOOL EMPLOYEES ASSOC.	8/30/2024	\$	64.74
MW	10663	707404	Check	STEWART, ZLIMEN & JUNGERS, LTD	8/30/2024	\$	113.98
MW	10659	707405	Check	UNITED WAY OF BECKER COUNTY	8/30/2024	\$	29.00
MW	10682	707411	Check	AMERICAN FAMILY LIFE ASSURANCE CO	8/30/2024	\$	187.76

**\$ 850,786.04**

# PERSONNEL AGENDA

## September 23, 2024

### 1) **Resignations:**

- Haley Anderson– Roosevelt Special Education Para, effective August 26, 2024.  
Macy Blrd– ECSE Para, effective September 20, 2024.  
Brandi Davidson– Rossman Special Education Para, effective September 20, 2024.  
Janelle Dow– Rossman Special Education Para, effective August 29, 2024.  
Alycia Holm– Roosevelt Special Education Para, effective September 27, 2024.  
Samantha Link– Prom Advisor, effective August 27, 2024.  
Amy Moors– School Readiness Educator, effective August 29, 2024.  
Edgar Negron– Roosevelt Para, effective August 23, 2024.  
Abby Pettit– High School Admin Assistant, effective September 12, 2024.  
Jenna Tollefson– Middle School Para, effective September 2, 2024.  
Anicia Topp– Rossman Special Education Para, effective September 17, 2024.  
Andrea Walberg– Rossman Special Education Para, effective September 6, 2024.

### 2) **Retirements:**

- Steve Jensen– High School Special Education Para, effective September 13, 2024.

### 3) **Appointments:**

- Macy Bird– Rossman Laker Kids Assistant, at the rate of \$16.90 per hour, working 12.5 hours per week, effective September 6, 2024 through September 11, 2024.  
Macy Bird– Lincoln ECSE Para, at the rate of \$17.00 per hour, working 37.5 hours per week, effective September 12, 2024.  
Mackenzie Carriere– ECSE Speech Language Pathology Assistant, at the rate of \$22.75 per hour, working 1395 hours per year, effective August 29, 2024.  
Mallory Fischer– Rossman Laker Kids Assistant, at the rate of \$16.90 per hour, working 12 hours per week, effective September 9, 2024.  
Kendra Gilsdorf– High School Musical Artistic Director, at the rate of \$4,502.30 per season, effective September 3, 2024.  
Carter Hanks– Lincoln Extended Care, at the rate of \$17.00 per hour, working up to 10 hours per week, effective September 3, 2024.  
Adam Harvey– High School Groundskeeper/Custodian, at the rate of \$19.90 per hour, working 40 hours per week, effective September 30, 2024.  
Jennifer Hellekson– ABE Lead Instructor, at the rate of \$40.41 per hour, working up to 1640 hours per year, effective September 16, 2024.  
Lucian Hesebeck– Rossman Laker Kids Assistant, at the rate of \$16.90 per hour, working 12.5 hours per week, effective September 10, 2024.  
Josh Hochgraber– Middle School Baseball Coach, at the rate of \$2,026.04 per season, effective April 1, 2025.  
My linda Johnson– Lincoln ECSE Para, at the rate of \$17.00 per hour, working 8 hours per week, effective September 3, 2024.  
Jayne Lynnes – Roosevelt Food Service Worker, at the rate of \$17.25 per hour, working 595 hours per year, effective August 29, 2024.  
Annie Sisson– Rossman Special Education Para, at the rate of \$17.00 per hour, working 37.5 hours per week, effective September 23, 2024.  
April Spaeth– High School Musical Accompanist, at the rate of \$1,000 per season, effective September 3, 2024.

Sean St. Claire– Assistant Boys Soccer Coach, at the rate of \$3,151.61 per season, effective August 26, 2024.

Gracee Traurig– High School Musical Choreographer, at the rate of \$2,000 per season, effective September 3, 2024.

Ashley Wettels– High School Parol, at the rate of \$17.00 per hour, working 37.5 hours per week, effective August 29, 2024.

**4) Amended Assignment:**

Natasha Dahring– High School Food Service Worker is amending her assignment from 18.75 hours per week to 22.5 hours per week, effective September 1, 2024.

Gwen Daly– Roosevelt Site Lead is amending her assignment from 7.25 hours a day to 7.5 hours per day, effective September 1, 2024.

Dori Fugere– High School Para is amending her assignment from full time to part time, effective September 3, 2024.

Susan Jones– Speech Language Pathology Assistant is amending her assignment from Rossman/Roosevelt to Roosevelt, effective for the 24-25 school year.

Cara Myer– is amending her assignment from Special Education Teacher to Special Education Teacher/ Instructional Coach, effective for the 24-25 school year.

Sandy Northup– Rossman ADSIS/Noon Duty, is amending her assignment from 25 hours per week to 27.5 hours per week, effective September 3, 2024.

Shannon Sitz– Speech Language Pathologist is amending her assignment from Rossman/Roosevelt to Rossman/Roosevelt/ECSE, effective for the 24-25 school year.

Katie Steinke– High School Paraprofessional is amending her assignment from Laker Shop to Mrs. Kuhlmeier, effective September 3, 2024.

Nicole Tredwell– is amending her assignment from Special Education Para 29.75 hours at Laker Transitions to 20 hours at Rossman, effective September 23, 2024.

Sandra Westrum– Food Service Worker is amending her assignment from 3 hours per day to 3.5 hours per day, effective September 1, 2024.

Barbara Wilson– Rossman Food Service Worker is amending her assignment from 17.5 hours per week to 18.75 hours per week, effective September 1, 2024.

**5) Termination:**

**6) Leave of Absence:**

Christine Gerdes– Middle School Science Teacher is requesting a leave of absence from August 26, 2024 through November 26, 2024.

Nicolle Suihkonen– Roosevelt Teacher is requesting a leave of absence from December 9, 2024 through March 3, 2025.

Date Adopted: 04/16/84	File Number: Detroit Lakes Policy - 506
Date Revised: 01/12/98; 08/08/05; 05/15/06; 5/20/19; 10/21/19; 12/21/20, 4/25/22, 09/26/22, 08/28/23, 02/26/24, <u>9/23/24</u>	

**506 - K-12 DISCIPLINE AND VIOLENCE PREVENTION POLICY**

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

**I. PURPOSE**

The purpose of this policy is to ensure that students are aware of and comply with the school district’s expectations for student conduct. Such compliance will enhance the school district’s ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

**II. GENERAL STATEMENT OF POLICY**

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child’s dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student’s educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statute sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statute section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

**III. DEFINITIONS**

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are

alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under [Minnesota Statutes](#) sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

#### **IV. POLICY**

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section [120B.02](#) and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

## **V. AREAS OF RESPONSIBILITY**

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

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

## **VI. STUDENT RIGHTS**

All students have the right to an education and the right to learn.

## **VII. STUDENT RESPONSIBILITIES**

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress in a manner which meets standards of safety and health;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

#### **VIII. CODE OF STUDENT CONDUCT**

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving

on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous or pornographic materials;
29. Violation of the school districts' Bullying Prohibition Policy;
30. Student attire which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion,

sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;

43. Violation of the school district's Distribution of Non-school Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

## **IX. RECESS AND OTHER BREAKS**

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

## **X. DISCIPLINARY ACTION OPTIONS**

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or

- U. Other disciplinary action as deemed appropriate by the school district.

## **XI. REMOVAL OF STUDENTS FROM CLASS**

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

***[Note: The following Sections C. – J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N]***

### **C. Procedures for Removal of a Student from a Class.**

1. When circumstances permit, students shall be removed from class upon agreement of the appropriate teacher and principal after an informal conference with the pupil;
2. The removal from class may be imposed without an informal conference where it appears that the student will create an immediate substantial danger to himself/herself or to persons or property. If a student is removed from class due to immediate and substantial danger to himself/herself and an escort is needed the teacher will notify the office immediately;

3. The length of time of the removal from class shall be at the discretion of the principal after consultation with the teacher, subject to the provisions of Minn. Stat. 127.41, Subd. 3(e) and the Pupil Fair Dismissal Act.

4. A written disciplinary report shall be submitted by the teacher or district employee within 24 hours of the removal of any student from his/her class.

***D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)***

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

**E. Responsibility for and Custody of a Student Removed from Class.**

The student must report directly to the office and at that time the building administrator or his/her designee will determine the appropriate consequences. The building administrator or his/her designee will have responsibility for and custody of the student once removed from the classroom and has reported to the office.

**F. Procedures for Return of a Student to a Class from Which the Student Was Removed.**

The building administrator will determine the appropriate classroom re-entry plan.

**G. Procedures for Notification.**

Parents are to be notified whenever a child is referred to the office for disciplinary reasons. Notification may be in written or verbal form. Administrators will determine who will notify the parents and if follow up conferences are necessary.

**H. Students with Disabilities; Special Provisions.**

1. Procedures for consideration of whether there is a need for further assessment;

2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student with a disability who is removed from class or disciplined; and

3. Any procedures determined appropriate for referring students in need of special education services to those services.

**I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.** According to Policy 417 – Chemical Use/Abuse: Section IV:C

1. Every school shall have a chemical abuse pre-assessment team designated by the superintendent or designee. The team will be composed of classroom teachers, administrators, and other appropriate professional staff to the extent they exist in each school, such as school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others. (In many cases, this will be the buildings Student Assistance Team)

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within 45 days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

**J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.**

The building administrator will determine the appropriate interventions tied to a violation of the Code of Student Conduct.

**K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.**

The building administrator will assist in determining appropriate procedures for encouraging early involvement of parents/guardians in attempts to improve student's behavior which may include, but is not limited to referral to the buildings Student Assistant Team.

**L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.**

The building administrator will assist in determining appropriate procedures for encouraging early detection of behavioral problems which may include, but is not limited to referral to the buildings Student Assistance Team.

**L. Reasonable Force Standard**

A teacher or school principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another. (Minn. Stat. 121A.582 Student Discipline; Reasonable Force)

A school employee, school bus driver, or other agent of a district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another. (Minn. Stat. 121A.582 Student Discipline; Reasonable Force)

**M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services; and**

**N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.**

**O. *Unscheduled Student Removal From Class***

**A public school is encouraged to adopt a school policy on parental notification for unscheduled student removal from class. The public school must consult with child abuse**

**prevention experts to incorporate best practices into the school policy. A public school with a policy on parental notification must include the policy in the employee handbook and disseminate information to school staff regarding child abuse prevention in a school setting.**

**[NOTE: The 2024 Minnesota legislature enacted this provision, which does not require a school board to adopt policy language. School districts may determine whether to adopt policy language.]**

## **XII. DISMISSAL**

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use nonexclusionary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
  - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, ~~school readiness plus~~, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under nNonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during the dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening,

or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than 10 (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statute section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statute section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statute sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

#### E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statute sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statute sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on the website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may

obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statute section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's

age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

### **XIII. ADMISSION OR READMISSION PLAN**

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statute section 120B.232, Subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain- parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

### **XIV. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary discipline practices, or other sanction, intervention, or resolution in response to the assault given to the pupil in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

### **XV. STUDENT DISCIPLINE RECORDS**

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13.

### **XVI. STUDENTS WITH DISABILITIES**

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such

assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

### **XIII. OPEN ENROLLED STUDENTS**

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statute section 124D.03) or Enrollment in Nonresident District (Minnesota Statute section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

### **XVIII. DISCIPLINE COMPLAINT PROCEDURE**

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

## **XIX. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

## **XX. REVIEW OF POLICY**

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. §§ 121A.582 ( Student Discipline; Reasonable Force)  
Minn. Stat. § 121A.60 (Definitions)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from class)  
Minn. Stat. § 122A.42 (General Control of Schools)  
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)  
Minn. Stat. Ch.125A (Special Education and Special Programs)  
Minn. Stat. § 152.22, Subd. 6 ( Definitions)  
Minn. Stat. § 152.23 ( Limitations)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)  
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act )  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; [Vaping Awareness and Prevention Instruction](#))  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 503 (Student Attendance)  
MSBA/MASA Model Policy 505 (Distribution of Non-school Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

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## **613 – GRADUATION REQUIREMENTS**

*[Note: The requirements set forth in this policy govern the graduation standards that Minnesota public schools must require for a high school diploma for all students.]*

### **I. PURPOSE**

The purpose of this policy is to set forth requirements for graduation from the school district.

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

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

### **III. DEFINITIONS**

- A.
- B. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- C. “Section 504 Accommodation” means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. “Individualized Education Plan,” or “IEP,” means a written statement developed for a student eligible by law for special education and services.
- E. “Required standard” means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health.
- F. “English language learners” or “ELL” student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

### **IV. DISTRICT ASSESSMENT COORDINATOR**

The Director of Curriculum and Instruction or designee shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

### **V. GRADUATION REQUIREMENTS**

Students’ state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

- A. Achievement and career and college readiness in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and
- B. Consistent with this paragraph and Minn. Stat. §120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
- C. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.
- D. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
- E. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school.
- F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

## **VI. DETROIT LAKES PUBLIC SCHOOLS CREDIT REQUIREMENTS**

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

- A. Eight (8) semester credits of language arts;
- B. Seven (7) semester credits of social studies encompassing at least United States history, geography, government and citizenship, world history, and economics;
- C. Six (6) semester credits of science to include courses that meet all required Minnesota Academic Standards for science, including at least:
  - 1. one credit of biology;
  - 2. one credit of chemistry or physics; and
  - 3. one elective credit of science. The combination of credits must be sufficient to satisfy

- i. all of the academic standards in either chemistry or physics and
  - ii. all other academic standards in science
- D. Six (6) semester credits of mathematics, including an algebra II credit or its equivalent, geometry, statistics and probability, or its equivalent, sufficient to satisfy all of the academic standards in mathematics. Students in the graduation class of 2015 and beyond must complete an algebra I credit by the end of 8<sup>th</sup> grade sufficient to satisfy all of the 8<sup>th</sup> grade standards in mathematics;
- E. One (1) semester credit of Health in grades 9-12 encompassing district-adopted standards.
- F. Three (3) semester credits of physical education encompassing district-adopted standards.
- G. Two (2) semester credits of Fine Arts that meet all required Minnesota Academic Standards for the Arts.
- H. One (1) semester credit that includes financial literacy.
- I. A minimum of fourteen (14) semester elective credits for students graduating in 2024. For students graduating after 2024, refer to the table below:

Graduation Requirements	Class of 2025 SR	Class of 2026 & beyond
English	8	8
Health	1	1
Mathematics	6	6
Physical Education	3	3
Science	6	6
Social Studies	7	7
Fine Arts	2	2
Financial Literacy *Local Requirement	1	1
<b>Required Elective Credits</b>	<b>18</b>	<b>16</b>
Pathway Electives (2 per year)	8	8
General Elective Credits	10	8
<b>Total credits required to graduate</b>	<b>52</b>	<b>50</b>

A minimum of fourteen (14) elective credits for Area Learning Center (ALC) students graduating in 2024. For ALC students graduating after 2024, refer to the table below:

<u>ALC Graduation Requirements</u>	<u>Class of 2024 SR</u>	<u>Class of 2025 &amp; beyond</u>
<u>English</u>	<u>8</u>	<u>8</u>
<u>Mathematics</u>	<u>6</u>	<u>6</u>
<u>Social Studies</u>	<u>7</u>	<u>7</u>
<u>Science</u>	<u>6</u>	<u>6</u>
<u>Fine Art</u>	<u>2</u>	<u>2</u>
<u>Health</u>	<u>1</u>	<u>1</u>
<u>PE</u>	<u>3</u>	<u>3</u>
<u>Financial Literacy (21st Century Skills)</u> <u>*State Requirement</u>	<u>1</u>	<u>1</u>
<u>Required Elective Credits</u>	<u>14</u>	<u>9</u>
<u>Total credits required to graduate</u>	<u>48</u>	<u>43</u>

#### J. Credit equivalencies

1. A one-half credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill a one-half credit in social studies under Paragraph E., above, if the credit is sufficient to satisfy all of the academic standards in economics.
2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph C., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph C., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph C., above.
3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A. Or Paragraph D., above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph A., above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph C. or Paragraph E., above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science

credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

***[Note: Starting in the 2026-27 school year, a high school must offer an ethnic studies course; in elementary and middle schools by the 2027-28 school year.]***

## **VII. GRADUATION STANDARDS REQUIREMENTS**

- A. All students must demonstrate their understanding of the following academic standards:
  - 1. School District Standards, Health (K-12);
  - 2. School District Standards, Career and Technical Education (K-12); and
  - 3. School District Standards, World Languages (K-12).
- B. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
  - 1. Minnesota Academic Standards, English Language Arts K-12;
  - 2. Minnesota Academic Standards, Mathematics K-12;
  - 3. Minnesota Academics Standards, Science K-12;
  - 4. Minnesota Academics Standards, Social Studies K-12; and
  - 5. Minnesota Academics Standards, Physical Education K-12.
- C. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.
- D. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.
- E. Meeting the requirements of an Individualized Education Plan (IEP) or a Section 504 Plan.

## **VIII. EARLY GRADUATION**

Students may be considered for early graduation, as provided for within Minnesota Statutes, Section 120B.07, upon meeting the following conditions:

- A. All course and credit requirements must be met.
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision.
- C. The principal's decision shall be in writing and may be subject to review by the

superintendent and school board.

*Legal References:*

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)  
Minn. Stat. § 120B.018 (Definitions)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.023 (Benchmarks)  
Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)  
Minn. Stat. § 120B.07 (Early Graduation)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)  
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

*Cross References:*

MSBA\MASA Model Policy 104 (School District Mission Statement)  
MSBA\MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA\MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA\MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA\MASA Model Policy 616 (School District System Accountability)

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## **722 - PUBLIC DATA AND DATA SUBJECT REQUESTS**

### **I. PURPOSE:**

The School District recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

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

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

### **III. DEFINITIONS**

#### **A. Confidential Data on Individuals**

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

#### **B. Data on Individuals**

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

#### **C. Data Practices Compliance Officer**

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

#### **D. Government Data**

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

#### **E. Individual**

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

**IV. REQUESTS FOR PUBLIC DATA**

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

## **V. REQUEST FOR SUMMARY DATA**

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating

the summary data before the school district begins to prepare the summary data.

## **VI. DATA BY AN INDIVIDUAL DATA SUBJECT**

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

#### **VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

#### **VIII. COSTS**

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which

the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

**[Note: the district should identify the payment methods that it will accept.]**

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

**IX. Annual Review and Posting**

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 13.01 (Government Data)

Minn. Stat. § 13.02 (Definitions)

Minn. Stat. § 13.025 (Government Entity Obligation)

Minn. Stat. § 13.03 (Access to Government Data)

Minn. Stat. § 13.04 (Rights of Subjects to Data)

Minn. Stat. § 13.05 (Duties of Responsible Authority)

Minn. Stat. § 13.32 (Educational Data)

Minn. Rules Part 1205.0300 (Access to Public Data)

Minn. Rules Part 1205.0400 (Access to Private Data)

**Cross References:** MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

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

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**806 - CRISIS MANAGEMENT POLICY**

*[NOTE: The Commissioner of the Minnesota Department of Education (Commissioner) is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes section 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]*

**I. PURPOSE**

The purpose of this Model Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

**II. GENERAL INFORMATION**

A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building specific crisis management plan to meet that building's specific situation and needs

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

## B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These districtwide procedures may be modified by building administrators when creating their building specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in development of the building specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

***[NOTE: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education's document entitled, "Practical Information on Crisis Planning, a Guide for Schools and Communities." A website link is provided in the resource section of this Policy.]***

a. LockDown Procedures. Lockdown procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespassing, disturbance, or when determined to be necessary by the building administrator or designee. The building administrator or designee will announce the lockdown over the public

address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lockdown. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

***[Note: MinnesotaState law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes section 121A.035.]***

b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

***[Note: MinnesotaState law requires a minimum of five school fire drills, consistent with Minnesota Statutes section 299F.30, and one school tornado drill each school year. See Minnesota Statutes section 121A.035.]***

c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

***[Note: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]***

2. CrisisSpecific Procedures. The Crisis Management Policy includes crisis specific procedures for crisis situations that may occur during the school day or at school sponsored events and functions. These districtwide procedures are designed to enable building administrators to tailor response procedures when creating building specific crisis management plans.

***[Note: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]***

*[NOTE: The 2024 Minnesota legislature enacted permissive language stating that a school board “may adopt the model cardiac emergency response plan provided by” the Commissioner (as of June 4, 2024, a response plan is not yet available.)]*

### 3. School Emergency Response Teams

a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond in emergency situations. All school emergency response team members will receive on-going training to carry out the building’s crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members Will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designee, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.

*[Note: The Comprehensive School Safety Guide (2011 Edition) has a sample School Emergency Response Team list.]*

b. Leaders. The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

## III. PREPARATION BEFORE AN EMERGENCY

### A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a daytoday basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to nonteaching school personnel who have direct contact with students. All staff should be aware of the school district’s Crisis Management Policy and their own building’s crisis management plan. Each school’s building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan

implementation.

2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

***[Note: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]***

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.

5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minnesota Statutes section 121A.035.

***[Note: The State Fire Marshall advises schools to defer fire drills during the winter months.]***

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]***

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.

8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]***

#### C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

***[Note: For single building school districts, such as charter schools, a secondary location for the diagrams and site plans will be included in the district's Crisis Management Policy and may include filing documents with a charter school sponsor, or compiling facility diagrams and site plans and distributing copies to first responders or sharing the documents with first responders during the crisis planning process.]***

***[Note: To the extent data contained in facility diagrams and site plans constitute security information pursuant to Minnesota Statutes section 13.37, school districts are advised to consult with appropriate officials and/or legal counsel prior to dissemination of the facility diagrams or site plans to anyone other than first responders.]***

#### D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and will be updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]***

#### E. Warning and Notification System

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

#### F. Early School Closure Procedures

The superintendent will make decision about closing school or buildings as early in the day as

possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]***

#### G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample Media Procedures form.]***

#### H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.
4. Social/emotional recovery.

*[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]*

#### IV. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.
2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:
  - a. a statistically significant effect on relevant outcomes based on any of the following:
    - i. strong evidence from one or more well designed and well implemented experimental studies;
    - ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or
    - iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or
  - b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.
4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.
5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

**B. Criteria**

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;
2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
3. culturally aware;
4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

#### C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

#### D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner ~~of the Minnesota Department of Education~~ must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

#### E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

#### G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

b. the importance of taking threats seriously and seeking help; and

c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

a. student opportunities for leadership related to prevention and safety;

b. encouragement and support to students in establishing clubs and programs focused on safety; and

c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

#### H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and
2. the effect of active shooter drills on the mental health and wellness of students and staff.

## **V. SAMPLE PROCEDURES INCLUDED IN THIS POLICY**

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the Comprehensive School Safety Guide (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats

- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

## **VI. MISCELLANEOUS PROCEDURES**

### **A. Chemical Accidents**

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

***[Note: School buildings must maintain Material Safety Data Sheets (M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff have access to M.S.D.S. in the event of a chemical accident.]***

### **B. Visitor**

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

***[Note: The Every Student Succeeds Act, 20 United States Code section 6301, et seq.; Title IX, 20 United States Code section 1681, et seq.; and the Unsafe School Choice Option, 20 United States Code section 7912, require school districts to establish such transfer procedures.]***

**Legal References:** Minn. Stat. Ch. 12 (Emergency Management)

Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)

Minn. Stat. § 121A.035 (Crisis Management Policy)

Minn. Stat. § 121A.038 (Students Safe at School)

Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)

Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)

Minn. Stat. §326B.002, Subd. 6 (Powers)

Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)

Minn. Stat. § 609.605, Subd. 4 (Trespasses )

Minn. Rules Ch. 7511 (Fire Code)

20 U.S.C. § 1681, et seq. (Title IX)

20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

20 U.S.C. § 7912 (Unsafe School Choice Option)

42 U.S.C. § 5121 et. seq. (Disaster Relief and Emergency Assistance)

**Cross References:** MSBA/MASA Model Policy 407 (Employee Right to Know Exposure to Hazardous Substances)

MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)

MSBA/MASA Model Policy 903 (Visitors to the School District Buildings and Sites)

Comprehensive School Safety Guide

[Minnesota School Safety Center - Resources \(mn.gov\)](https://dps.mn.gov/divisions/hsem/mn-school-safety-center/Documents/Comprehensive%20School%20Safety%20Guide.pdf)

<https://dps.mn.gov/divisions/hsem/mn-school-safety-center/Documents/Comprehensive%20School%20Safety%20Guide.pdf>

DATE: September 16, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **2024-25 Student Activities Transportation Contract with Anderson Bus & Coach of Frazee, Inc.**

This contract allows for the District to access additional options for Student Activities transportation services outside of our current Motor Coach agreement with Anderson Bus & Coach of Frazee for the 2024-25 school year.

District Administration recommends approval for the contract.

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# SCHOOL BUS TRANSPORTATION CONTRACT

**Independent School District #22  
and  
Anderson Bus & Coach Inc.**

**2024-2025 School Year**

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

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

## **A. CONTRACT DURATION and CONDITIONS**

1. To transport public and non-public school pupils, as designated by the School Board, to transport students to and from extra-curricular activities or events between schools/sites as specified or requested by the School District.

It is mutually agreed that the term of this contract shall be for a period of two school years, commencing on the 1st day of October, 2024, and ending on the 30th day of June, 2025, for which transportation service the School District agrees to pay and the Contractor agrees to receive the sum of \$ See rate schedule under Section M per route or extra-curricular activity, payable monthly.

Transportation equipment that will be used is listed on the Vehicle Roster and includes the bus number, year model, chassis make, body make, capacity, and bus mileage.

2. A tentative school calendar for each school year detailing vacation days and actual school days is attached.
3. Should the schools be closed for any cause whatsoever, the Board of Education shall not be liable for payment for service under the contract during the period of such closing.
4. Pursuant to Minnesota Statute 123B.52, contracts shall be for a one-year term (2024-2025 school year).
  - This is the contract between the School District and Bus Contractor for 2024-25.
  - In order to establish justification and to make decisions as to the validity of Contractor requests for increased charges to the District for services, the District reserves the right to have a qualified third party evaluate the Contractor's operating cost records and issue an opinion relative to the justification for cost increases.

- Special requirements of either party to the contract not covered in specifications may be negotiated at the option of the District.
  - Other reasons for reviewal shall include, but are not limited to, the District's continued need for the contracted service.
  - It shall be understood that in no way will provisions of contract supersede or exclude any provisions, conditions or specifications included in the District's Invitation to Bidders. The District reserves the right to accept or reject any contract or term of conditions thereof.
5. Contract not Assignable - The Contractor shall not assign or sublet said contract or any part of said contract without the written consent of the School District and, in the event of violation of such provision of contract, the same is forthwith subject to cancellation by the Board of Education.

## **B. INSURANCE**

6. Public Liability Insurance
- A) The Contractor shall maintain during the life of this contract, Automobile Public Liability Insurance in the amount of at least \$1,500,000/per person/per incident bodily injury/liability. Property damage liability insurance shall be \$250,000 with personal injury protection (no fault), \$20,000 medical and \$20,000 work loss. The Contractor shall also furnish a \$1,500,000 umbrella. The Contractor shall file with the Business Manager of the School District a certificate issued by the insurance company certifying to the insurance coverage and limits of such insurance coverage by no later than August 15th, prior to the start of each school year, and within 30 days after the anniversary date of the insurance policy.
- B) The District, for the period of July 1, 2024, through June 30, 2025, shall cost share in the insurance premium increase to the extent of reimbursing the bus contractor for 50% of the premium increase on the \$1,500,000 umbrella when and if the insurance premium increase exceeds \$3,000 over the previous year's premium.
7. The Contractor shall come under the Minnesota Employee's Liability Laws as provided by law and shall maintain such insurance as will protect him and the School District from claims under the Workers' Compensation Act, and from any other claims or damages for personal injury, including death, which may arise from operations under the contract; whether such operations be by himself or anyone directly or indirectly employed. Certificate of such insurance shall be filed with the Clerk of the School District.
8. Bus drivers are to report all accidents involving buses used for transportation of District pupils immediately to the bus company, whose duty it will be to inform the Transportation Supervisor via telephone within one-half hour of any accident, regardless of extent, which involves any bus with pupils aboard or not.
9. A written report of all accidents shall be sent to the Transportation Supervisor so that it is received at the District within 48 hours of the accident.

### C. INDEMNIFICATION

10. Contractor shall hold District, its governing board, officers and employees harmless and does hereby indemnify District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents and successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

### D. BUS DRIVERS

11. The contractor will require all bus drivers to attend at least one county or regional school bus driver's instruction workshop per year and each driver will be subject to all State and Federal requirements for licensure, drug, alcohol testing and all other requirements. Further, all vehicles used for the transportation of pupils shall be ready and available for inspection as determined by the Minnesota State Highway Patrol. Compensation therefore to be not in addition to what is prescribed in Section K.
12. Student Ridership and Evacuation Drills - Continuing programs will be implemented within the District as a joint responsibility between the Contractor and the District to make the students aware of the rules and regulations of school bus ridership. Evacuation drills and training classes will be held during the year at locations and time identified by the District.
13. Employment Provision - All personnel necessary to perform Contractor's obligations under this Agreement shall be employees of the Contractor and no employee of the Contractor shall be deemed to be an employee of the School District. Contractor shall be responsible for hiring and discharging personnel to perform its obligations under this Agreement, provided, however, that the School District shall have the right to require Contractor to remove from service under this Agreement any employee who, in the School District's sole discretion, is deemed unsuitable for the performance of the transportation services under this Agreement.

Equal Employment Opportunity: Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.

### **E. ASSIGNMENT OF ROUTES**

14. The School District reserves the right to change or alter the routes of travel by giving at least ten days written notice to Contractor. Contractor is given right to cancel this contract on that ground, but shall give immediate notice in writing or intention to terminate, to take effect at the end of the contract school year.
15. All pupils will be picked up on county and township roads and driveways providing the road is in operating condition for bus transportation and proper and adequate turn-arounds and within reasonable distances from homes and roadways or as otherwise specified by District policy or as directed by the Transportation Supervisor.
16. The Contractor is strictly prohibited from allowing transportation on school buses to passengers other than students attending the public schools, those attending non-public schools, or those authorized by state rules and regulations, board policy and approved by the Transportation Supervisor. The Transportation Supervisor will determine eligibility requirements as stipulated by Board Policy for riding on a school bus.
17. It is further stipulated that the School District reserves the right to make such changes in said assignments or bus runs and bus routes that shall be most advantageous to the transportation service. This may mean consolidating two or three runs into one if this results in a savings to the District.
18. Routes and mileage will be directed by the Transportation Supervisor or designee. All scheduling, routing and coordination with the schools will be handled by the Transportation Supervisor. It is, however, understood and agreed that each route and students shall be subject to such changes or corrections as the Transportation Supervisor may direct. The Transportation Supervisor will provide time schedule and route information which will be subject to changes that best suit the transportation service.
19. All buses shall include video surveillance equipment. Any bus added to the fleet will require at least three interior cameras pursuant to District policy.
20. The School District may run a mock disaster drill each year and the contractor and District will collaborate in conducting the drills in the most efficient manner to determine the time and sequence of the events.

### **F. PURCHASE OF MOTOR FUEL**

21. When the price of the fuel, including all taxes, is less than the stated escalator clause, the contractor will order and pay the vendor for the fuel.
22. When the price of the fuel, including all taxes, is more than the stated escalator clause, the contractor, with approval from the District, will order and pay the vendor for the fuel. The cost of the fuel in excess of the stated escalator clause will be billed to the District. The District will pay the contractor within 10 calendar days of the receipt of the bill. A copy of the fuel invoice will be attached to the fuel bill.
23. Only fuel used for the transportation of students is subject to the escalator clause.

24.	<u>Fuel Escalation Clause</u>	<u>2024-25</u>
	School District pays to Contractor	
	the cost of diesel fuel that exceeds:	\$4.10/gal.
	gasoline that exceeds:	\$4.10/gal.
	propane that exceeds:	\$3.00/gal.

### **G. VEHICLE REPLACEMENT SCHEDULE**

25. In general, any Type C equipment will be subject to the following replacement schedule:
- |                           |   |
|---------------------------|---|
| Gas conventional buses    | -- 8 years or 120,000 miles   |
| Diesel conventional buses | -- 10 years or 150,000 miles (or 12 yrs., 200,000 miles for buses manufactured 1990 or later) |
| Diesel transit buses      | -- 10 years or 200,000 miles  |
| Gas transit buses         | -- 10 years or 150,000 miles  |
- No buses older than 12 years will be used on a regular route and no buses older than 15 years will be used as a spare.
- a) The School Board reserves the right to make exceptions to this rule on an individual bus basis regarding the suitability of the equipment (i.e. miles, age of vehicle, condition, etc.) when in the judgment of the District the vehicle would appear to meet the District's criteria for safety and service.
- All vehicles will pass the annual fall inspection by the Transportation Supervisor and are subject to inspection by the Minnesota State Highway Patrol.
- b) Failure to maintain these standards is cause for the District, at their discretion, to terminate a school bus route with the Contractor and take over that route.
- c) Transportation Supervisor/Contractor shall jointly determine which vehicles are most appropriate to replace.
26. In general, diesel equipped and transit style buses will be considered for a longer depreciable life than gas or propane fueled buses.
27. Type C school buses will be replaced on the same schedule as the Type A school buses.
28. District #22 reserves the right to require the Contractor to replace any bus during the school year should the school be given reason to suspect the capability or condition of the bus. Contractors shall be required to furnish evidence of correct bus mileage such as former assignments, inspection records, etc.  
Used buses must be in good mechanical condition including engine, transmission, drive assembly, steering assembly, brakes, etc.
29. Used buses must be available for Highway Patrol inspection by August 16, 2022, and at least

annually thereafter.

#### **H. OPERATION, MAINTENANCE and STORAGE of BUSES**

30. Contractors will furnish drivers and pay all operating expenses incidental to the operation of the equipment. Contractors operating more than one bus will be responsible for the supervision of their drivers.
31. Contractors operating six (6) to eleven (11) buses shall be required to furnish one (1) spare bus of not less than 60 passenger capacity.  
Contractors operating eleven (11) to twenty (20) buses shall be required to furnish two (2) spare buses of not less than 60 passenger capacity.
32. Contractors will be required to inaugurate a system of road failure relief, including instructions to personnel with sufficient personnel and equipment to restore service.
33. All fleets of more than three (3) buses must operate from a single dispatching center, chosen by the Contractor, and such dispatching center shall be available by telephone at all times during the actual operation of the buses. All buses assigned to a regular route will be radio equipped on an emergency narrow band frequency. Contractor will be required to submit reports to the Business Manager regarding the operation of buses. These reports will include Mileage Claim, Time and Mileage Check, Road Failure of Vehicles, Accident Reports and any other necessary information in connection with the transportation of pupils that may be required.
34. School Bus identification must be covered when buses are used for passenger transportation other than pupil contract operation or field trip assignments within the District.
35. Contractor will provide heated facilities for storage of equipment above freezing. Good heating equipment will be functioning properly in all buses. Contractor note any buses which are not stored in a protected environment.
36. Buses must be swept daily and be kept neat and clean both inside and outside. Buses must be serviced regularly to factory recommendations.
37. All buses shall be numbered pursuant to state and school district requirements.

#### **I. VANDALISM**

38. The prices quoted in this transportation contract are based upon the premise that all intentional damage done to the Contractor's equipment by students will be paid for by the students responsible. Drivers will be required to make a physical check of each vehicle before and after each run. If verification cannot be obtained as to who damaged the equipment, the School District will share equally in the repair or replacement of the vandalism.

### **J. STUDENT DISCIPLINE**

39. The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus without authorization. All discipline problems shall be reported in writing following completion of the route and submitted on the District's Google reporting form. Procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

### **K. RECORDS, REPORTS, DRIVER QUALIFICATIONS**

40. The Contractor will maintain records and reports as requested by the School District such as accident reports, load counts, route mileage charts, fuel consumption, bus maintenance, route sheets, driver qualifications, etc.

The Contractor shall submit all reports required by the Minnesota Department of Education (MDE), the State of Minnesota and all other reports or requests for information by the School District.

41. Specific reports which must be submitted to the District are as follows:
- All Minnesota State Highway Patrol School Bus Inspection Reports
  - Driver qualification information including driver's license number, social security number, date of birth, drug and alcohol testing information, criminal background check information must be provided to the District prior to driving a bus. The District must also be notified any time changes occur to a driver's qualifications to drive a bus.
  - Bus cards
  - Monthly bills showing extra-curricular charges
  - Route mileage and mileage report for each activity
  - Route changes
  - Driver evaluations
  - Other reports required by the state or federal government or District

The contractor hereby agrees to provide the district with duly licensed and qualified bus drivers at all times. It is the contractor's responsibility to provide the district with drivers who meet all the requirements for driver licensure and other standards, such as drug/alcohol testing, criminal background checks, and vehicle driving records. The district shall have access to any and all driver records upon demand.

**L. FAILURE TO DELIVER & PENALTIES**

42. If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

**M. CONTRACT RATES**

43. **Rates:**

Extra-Curricular Trip Rates	2024-25
<p align="center"><b>Extra-Curricular (outside city limits)</b></p>	<p align="center"><b>\$825.00/Trip - Up to 6 Hours \$120.00/HR for each additional hour</b></p>

44. All billings must be submitted within thirty (30) days or payment will not be made by the District to the Contractor. For example, the last date a Contractor can bill the District for transportation services for October transportation shall be December 1<sup>st</sup>.

**N. PAYMENT SCHEDULE**

46. **Payments** - The School District shall pay the Contractor on or about the 5th working day of the month if invoices are submitted by the end of the 1<sup>st</sup> working day of the month. If the invoices are not submitted by the deadline, the invoices will be included in the regular claims submitted to the Board meeting on the 3<sup>rd</sup> Monday of the month, mailed the following day.
47. The District reserves the right to withhold payment if the contract is not being completed to the satisfaction of the District.

**IN WITNESS WHEREOF** we have hereunto set our hands and seals this

\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Treasurer

**Executed pursuant to resolution of School Board**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor



Date Adopted: 07/14/86	File Number:
Date Revised: 10/13/03, 12/12/05, 10/08/2007, 5/10/10, 6/10/2013; 1/13/2020, 03/27/23, 10/23/23, 02/26/24, <u>09/23/24</u>	Detroit Lakes Policy - 613

## **613 – GRADUATION REQUIREMENTS**

*[Note: The requirements set forth in this policy govern the graduation standards that Minnesota public schools must require for a high school diploma for all students.]*

### **I. PURPOSE**

The purpose of this policy is to set forth requirements for graduation from the school district.

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

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

### **III. DEFINITIONS**

- A.
- B. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- C. “Section 504 Accommodation” means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. “Individualized Education Plan,” or “IEP,” means a written statement developed for a student eligible by law for special education and services.
- E. “Required standard” means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health.
- F. “English language learners” or “ELL” student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

### **IV. DISTRICT ASSESSMENT COORDINATOR**

The Director of Curriculum and Instruction or designee shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

### **V. GRADUATION REQUIREMENTS**

Students’ state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

- A. Achievement and career and college readiness in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and
- B. Consistent with this paragraph and Minn. Stat. §120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
- C. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.
- D. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
- E. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school.
- F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

## **VI. DETROIT LAKES PUBLIC SCHOOLS CREDIT REQUIREMENTS**

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

- A. Eight (8) semester credits of language arts;
- B. Seven (7) semester credits of social studies encompassing at least United States history, geography, government and citizenship, world history, and economics;
- C. Six (6) semester credits of science to include courses that meet all required Minnesota Academic Standards for science, including at least:
  - 1. one credit of biology;
  - 2. one credit of chemistry or physics; and
  - 3. one elective credit of science. The combination of credits must be sufficient to satisfy

- i. all of the academic standards in either chemistry or physics and
  - ii. all other academic standards in science
- D. Six (6) semester credits of mathematics, including an algebra II credit or its equivalent, geometry, statistics and probability, or its equivalent, sufficient to satisfy all of the academic standards in mathematics. Students in the graduation class of 2015 and beyond must complete an algebra I credit by the end of 8<sup>th</sup> grade sufficient to satisfy all of the 8<sup>th</sup> grade standards in mathematics;
- E. One (1) semester credit of Health in grades 9-12 encompassing district-adopted standards.
- F. Three (3) semester credits of physical education encompassing district-adopted standards.
- G. Two (2) semester credits of Fine Arts that meet all required Minnesota Academic Standards for the Arts.
- H. One (1) semester credit that includes financial literacy.
- I. A minimum of fourteen (14) semester elective credits for students graduating in 2024. For students graduating after 2024, refer to the table below:

Graduation Requirements	Class of 2025 SR	Class of 2026 & beyond
English	8	8
Health	1	1
Mathematics	6	6
Physical Education	3	3
Science	6	6
Social Studies	7	7
Fine Arts	2	2
Financial Literacy *Local Requirement	1	1
Required Elective Credits	18	16
Pathway Electives (2 per year)	8	8
General Elective Credits	10	8
Total credits required to graduate	52	50

A minimum of fourteen (14) elective credits for Area Learning Center (ALC) students graduating in 2024. For ALC students graduating after 2024, refer to the table below:

<u>ALC Graduation Requirements</u>	<u>Class of 2024 SR</u>	<u>Class of 2025 &amp; beyond</u>
<u>English</u>	<u>8</u>	<u>8</u>
<u>Mathematics</u>	<u>6</u>	<u>6</u>
<u>Social Studies</u>	<u>7</u>	<u>7</u>
<u>Science</u>	<u>6</u>	<u>6</u>
<u>Fine Art</u>	<u>2</u>	<u>2</u>
<u>Health</u>	<u>1</u>	<u>1</u>
<u>PE</u>	<u>3</u>	<u>3</u>
<u>Financial Literacy (21st Century Skills) *State Requirement</u>	<u>1</u>	<u>1</u>
<u>Required Elective Credits</u>	<u>14</u>	<u>9</u>
<u>Total credits required to graduate</u>	<u>48</u>	<u>43</u>

#### J. Credit equivalencies

1. A one-half credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill a one-half credit in social studies under Paragraph E., above, if the credit is sufficient to satisfy all of the academic standards in economics.
2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph C., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph C., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph C., above.
3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A. Or Paragraph D., above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph A., above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph C. or Paragraph E., above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science

credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

***[Note: Starting in the 2026-27 school year, a high school must offer an ethnic studies course; in elementary and middle schools by the 2027-28 school year.]***

## **VII. GRADUATION STANDARDS REQUIREMENTS**

- A. All students must demonstrate their understanding of the following academic standards:
  - 1. School District Standards, Health (K-12);
  - 2. School District Standards, Career and Technical Education (K-12); and
  - 3. School District Standards, World Languages (K-12).
- B. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
  - 1. Minnesota Academic Standards, English Language Arts K-12;
  - 2. Minnesota Academic Standards, Mathematics K-12;
  - 3. Minnesota Academics Standards, Science K-12;
  - 4. Minnesota Academics Standards, Social Studies K-12; and
  - 5. Minnesota Academics Standards, Physical Education K-12.
- C. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.
- D. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.
- E. Meeting the requirements of an Individualized Education Plan (IEP) or a Section 504 Plan.

## **VIII. EARLY GRADUATION**

Students may be considered for early graduation, as provided for within Minnesota Statutes, Section 120B.07, upon meeting the following conditions:

- A. All course and credit requirements must be met.
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision.
- C. The principal's decision shall be in writing and may be subject to review by the

superintendent and school board.

*Legal References:*

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)

Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.021 (Required Academic Standards)

Minn. Stat. § 120B.023 (Benchmarks)

Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)

Minn. Stat. § 120B.07 (Early Graduation)

Minn. Stat. § 120B.11 (School District Process)

Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)

Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)

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

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

Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

*Cross References:*

MSBA\MASA Model Policy 104 (School District Mission Statement)

MSBA\MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA\MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA\MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA\MASA Model Policy 616 (School District System Accountability)

DETROIT LAKES  
**LAKERS**



**Volleyball Cont.**

**Football**

Reed	Hefta	Head
Vern	Schnathorst	Asst
Dave	Meyer	Asst
Ben	Pedersen	JV/Asst V
Mac	Jones	JV/Asst V
Matt	Jenson	9th/Asst V
Mikel	Renteria	9th/Asst V
Jack	Goodrich	Volunteer
Robert	Strand	Volunteer
James	Huewe	Volunteer
Tim	Martin	Volunteer
Mike	Fiedler	8th
Zach	Biggar	8th
Casey	Berntson	8th
Austin	Dodd	7th
Nick	Alton	7th
Keith	Eckhoff	7th

**Volleyball**

Rachel	Solum	Head
Keli	Richards	Asst

Fletcher	Nelson	JV
Natalie	Neal	9th
Shelley	Cervantes	8th
Alexis	Engum	8th
McKenzie	Oistad	8th
Sydney	Bly	7/8

**Boys Soccer**

Jessie	Olsen	Head
Tyler	Burnside	Asst
Sean	St. Claire	7/8th

**Girls Soccer**

Luis	Moreno	Head
Jessica	Pudwill	Asst
Trevor	Janich	7/8

**Girls Swim**

Samantha	Salathe	Head
Bobbi	Koons	Asst
Christine	Karlgaard	7/8

**Girls Tennis**

Greg	Unruh	Head
Dani	Unruh	Asst
Ben	Unruh	7/8

**Girls Cross Country**

Ryan Zunich            Head

Sara Pender            Asst

**Boys Cross Country**

Bill Kvebak            Head

Megan Klair            Asst

Rachel Moen            Volunteer

**Cheer**

Carli-Rae Manjorin    Head

**Speed and Strength**

Kayla Rasmussen        Coordinator

DATE: September 16, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Snow Removal - Laker Transitions and Administration Building**

Administration is recommending snow and ice removal services be contracted with Miller Yard Care and Construction for the Administration Building and Laker Transitions. The budgeted cost would be approximately \$15,000 for both sites - with services being charged on a per visit basis. Services would include material, equipment and labor necessary to automatically, or upon demand, remove snow from the locations.

District Administration recommends approval.



**Miller Family Enterprises DBA Miller Yard Care and Construction**  
**2024/2025 Snow Removal Contract**  
**P.O. Box 684, Detroit Lakes, MN 56502**  
**[office@milleryardcareandconstruction.com](mailto:office@milleryardcareandconstruction.com)**  
**218-849-9794**

**Client Name:** Laker Transitions  
**Jobsite Address:** 1104 West River Rd, Detroit Lakes, MN 56501  
**Billing Address:** cgedrose@detlakes.k12.mn.us  
**Contract Terms:** Snow service provided from 10/1/2024-5/1/2025

This Scope of Work represents the snow and ice services that will be provided for the following location:

1104 West River Rd, Detroit Lakes, MN 56501

### **Level of Service**

Scope of work for Laker Transitions (client). Miller Family Enterprises DBA Miller Yard Care and Construction (Contractor) is the provider for all snow removal activities including plowing, snowblowing, walk shoveling, brooming, and ice melt applications. Miller Family Enterprises will commence service in accordance with weather conditions as appropriate. This is not a zero tolerance account and in the case of continual snowfall some snow may accumulate on lot and/or walkways. Contractor will work with the storm in a manner that keeps priority areas passable. Contractor strives to provide timely and prompt 24/7 service and to maintain areas specified for snow removal on a regular basis. Contractor furthermore strives to complete initial snow removal operations prior to business opening hours. However, client should keep in mind that due to heavy snow, heavy ice, or snow fall starting or continuing after 3am, client may see a delay in response. Completion times may vary depending on snowfall commencement, duration, and accumulation.

### **Completion time scenarios:**

Contractor has a route cut-off time of 3am.

- Snow events that hit trigger and end by 3am
  - Contractor will begin clearing at 3am.
- Snow events starting after 3am
  - Snow events starting after 3am are considered a “day storm.” Service commencement times will be customized per event and snowfall amount. Contractor will clear snow as able/appropriate and prioritize accounts by opening times. Contractor will do a final cleanup as needed after the snow event is finished and businesses are closed.
- Continuous snow events that begin before 3am and continue after 3am.
  - Service commencement times will be customized per event and snowfall amount. If significant accumulation occurs by 3am, contractor will clear routes and then follow procedure for “day storm.” If minimal accumulation has occurred by 3am, route commencement time is dependent on contractor’s discretion based on predicted snowfall amount.
- Drifting

- If drifting causes snow to accumulate to trigger levels, the drifting event is treated the same as a snowfall event

Scenarios are for example only. Route commencement time is dependent upon Contractor's discretion based on snowfall commencement, duration and accumulation.

### **Days of service**

Contractor reserves the right to commence snow removal operations with each snow event regardless of client's operating hours. Snow removal is dependent upon Contractor's discretion during such days the client has not specified snow removal necessary, including but not limited to time of day, weekends, holidays, and early closures. Client is responsible to complete the "operating hours/snow removal requested" section in contract.

**Triggers:** Snow will be removed at or above the following "triggers":

- Dusting to ½" snow: ice melt applied to lot as needed
- Generally, ice melt applied to lot after each plowing event, depending on weather conditions
- ½" snow or more: snow removed from walks. Possible snow removal from lot depending on weather conditions
- 1" snow or more: snow removed from walks and lot

Note that trigger amounts vary depending on location and drifting. It is up to the Contractor's best judgment whether trigger amounts have been met and the best snow removal method to proceed with based on weather and temperature. Clearing operation plans will be customized for each specific weather event.

**Service area:** Snow will be removed from the following areas:

- All driveways and parking areas
- Walks: front sidewalk and two entry doors, two side doors on West side of building, and sidewalk from lot to street

### **Concealed Conditions/Extreme Conditions/Property Preparation**

As part of this contract—the contractor will stake (one time) with fiberglass or nylon stakes and pickets as needed the layout of the parking lot. Contractor is not responsible for damages due to foreign material being left in the parking lot, unmarked hazards, or conditions changing due to winter weather (eg. Frost heaving drains, curb stops, pavement cracks etc). Pavement markings will wear due to normal plowing/blowing operations. Metal cutting edges which are best at minimizing hard-pack snow and ice will leave rust marks and small scrape marks on the pavement and chips and scuffs on curbs and pavers—these are considered normal wear and tear and are not the responsibility of the contractor. Contractor will exercise reasonable care to avoid damage to pavement, curbs, trees, and shrubs. However, contractor is not responsible for damage to landscaping caused by piling of snow, spreading of salt, or the spreading of the chemicals described in this agreement; damage to items that are snow covered or not visible; damage caused by equipment when tree, shrub, and sidewalk areas are not reasonably delineated due to snow accumulation; personal injuries resulting from slip and fall accidents, and/or Acts of God, including, but not limited to, extraordinary weather conditions.

Client understands that plowing (or salting) of a particular location may not clear to the "bare pavement," and that slippery conditions may continue to prevail even after plowing (or application of salt). It shall be the responsibility of the client to notify the contractor in the event that weather conditions cause the melting and re-freezing of any previously treated surface area. Client understands that the contractor assumes no liability for this naturally occurring condition, and the client agrees to indemnify, defend, and hold Miller Family Enterprises DBA Miller

Yard Care and Construction harmless for any and all claims, demands, causes of action, injuries, damages, trespasses or suits in law or equity including but not limited to attorney's fees incurred to defend any claim or suit, court costs, and other costs incurred in defense or any claim that may arise as a result of this naturally occurring condition.

Client understands in the case of extreme weather conditions—e.g. blizzard and sub zero cold, the contractor reserves the right to extended working periods to allow for rest for the operators and warming for the shovelers without penalty to the contractor. Client must also understand that service may not be available at all times. In order to be dependable and safe, Miller Family Enterprises DBA Miller Yard Care and Construction requires time for our drivers to rest and equipment to be serviced between events. Contractor will use their judgment based on the information they have to determine whether or not to start clearing snow.

Contractor will maintain liability insurance in an amount equal or greater than \$1,000,000 at all times.

## **Monitoring**

Client will notify Contractor if Client wishes Contractor to return to Client's premises to perform additional services, including clearing plow ridges or inspection for melt and freeze. Contractor shall not be expected to service potentially dangerous conditions for which it has not been given reasonable notice. Client acknowledges Contractor is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions which may arise by reason of thawing and refreezing of previously plowed or treated areas.

## **Payment**

This contract for snow removal services covers the entire 2024-2025 winter season. Services will be charged per time. Invoices will be sent out the first of the month and due within 30 days of invoice date. Late or missed payment may result in termination of service until the account is made current.

## **Snow Season Service Charges**

- Service charges
  - Apply ice melt to lot as needed: \$115 per time
  - Clear snow from walks: \$70 per time (includes ice melt as needed)
  - Clear snow from lot: \$75 per time
  - Additional snow removal services requested: priced accordingly

*\* In the event of significant ice, snow accumulation or drifting, Contractor reserves the right to charge extra for additional time and materials to perform services.*

## **Terms & Conditions**

Termination Clause: This contract is cancelable upon written notification by either party. Monies invoiced or due for services rendered are due and payable upon such cancellation.

Payment Terms: Client agrees to promptly pay invoices within thirty (30) days of receipt. Accounts that are past due may not be serviced until account is brought up-to-date. Customer understands and accepts that the delays in payments made may result in appropriate legal action being taken to collect monies owed. Customer understands and agrees that costs of such legal action, including without limitation lawyers' fees, costs and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition. Contract shall be binding, inure to the benefit of the parties and their heirs, executors and administrators, and assignee's.

Site Damage: Contractor accepts responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement that is beyond normal wear and tear of plowing operation.

**Dispute Prevention/Resolution:**

Prevention: We agree that we have a common interest in preventing any misunderstandings or differences that may arise between us from becoming claims against one another. With the intent of avoiding this, we agree that we shall make good faith efforts to identify in advance and discuss the potential causes of disputes.

Resolution: We agree that if, and only if, the dispute still remains unsettled for an additional [thirty, forty-five, etc.] days, then we shall submit the dispute to binding neutral arbitration. In this event, we agree that any controversy or claim arising out of, or relating to our contracts dated, or the breach thereof, shall be settled by binding arbitration in accordance with the applicable rules of the American Arbitration Association. We both agree that any action through arbitration against either of us relating to any breach of this agreement must be commenced within one (1) year from the date of the work.

Hold Harmless: The client shall indemnify, defend, and hold harmless Miller Family Enterprises DBA Miller Yard Care and Construction, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner's involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.

Authorization: Any individual who signs this agreement on behalf of Miller Family Enterprises DBA Miller Yard Care and Construction or the property owner represents, promises, and guarantees that he or she is fully authorized to execute this agreement on behalf of his or her employer or company. In the case of an agent of the client, such agent represents, promises, and guarantees that such agent is fully authorized to execute this agreement on behalf of the owner of the premises.

Obligation: The parties agree that the contractor has made no promise or representation except as expressed in this contract. Further, no act or acquiescence by the contractor shall be deemed a waiver of any obligation of the client or owner or manager. Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Shortages: Client acknowledges that product and material shortages or other circumstances beyond Contractor's control may require Contractor, if Contractor finds it necessary or expedient to do so, to make material/substance substitutions and/or modifications to substance mix.

Extra Service: Client agrees to pay to Contractor for any and all Extra Services. Customer may authorize additional Extra Services upon reasonable notice to Contractor.

## Client Operating Hours & Snow Removal Request Days

Please complete the table below.

Days	Yes- snow removal needed	No - snow removal not required	Hours of operation for snow removal (i.e. cleared by what time in a.m. and continued until what time in p.m.) Please also describe if only a section needs to be cleared by a certain time.
<i>Example: Saturday</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>7am-12pm. Loading dock needs to be cleared by 6am</i>
Monday - Friday	<input type="checkbox"/>	<input type="checkbox"/>	
Saturday	<input type="checkbox"/>	<input type="checkbox"/>	
Sunday	<input type="checkbox"/>	<input type="checkbox"/>	
Holidays	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

As specified in contract, Contractor reserves the right to commence snow removal operations with each snow event, including events that fall outside of client's operating hours. The above table specifies what days Client wants to remain on the Contractor's priority route list. Snow removal for all other dates is dependent on Contractor's discretion. If Client's operating hours change (including early closures due to extreme weather), they are responsible to notify Contractor. In the absence of notification, continued snow removal service is dependent upon Contractor's discretion.

Site manager/contact name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Client's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Miller Family Enterprises DBA Miller Yard Care and Construction**  
**2024/2025 Snow Removal Contract**  
**P.O. Box 684, Detroit Lakes, MN 56502**  
**[office@milleryardcareandconstruction.com](mailto:office@milleryardcareandconstruction.com)**  
**218-849-9794**

**Client Name:** Detroit Lakes Public School Administrator Office  
**Jobsite Address:** 702 Lake Ave, Detroit Lakes, MN 56501  
**Billing Address:** cgedrose@detlakes.k12.mn.us  
**Contract Terms:** Snow service provided from 10/1/2024-5/1/2025

This Scope of Work represents the snow and ice services that will be provided for the following location:

702 Lake Ave, Detroit Lakes, MN 56501

### **Level of Service**

Scope of work for Detroit Lakes Public School Administrator Office (client). Miller Family Enterprises DBA Miller Yard Care and Construction (Contractor) is the provider for the following snow removal activities: plowing, snowblowing, walk shoveling, brooming, and ice melt applications. Miller Family Enterprises will commence service in accordance with weather conditions as appropriate. This is not a zero tolerance account and in the case of continual snowfall some snow may accumulate on lot and/or walkways. Contractor will work with the storm in a manner that keeps priority areas passable. Contractor strives to provide timely and prompt 24/7 service and to maintain areas specified for snow removal on a regular basis. Contractor furthermore strives to complete initial snow removal operations prior to business opening hours. However, client should keep in mind that due to heavy snow, heavy ice, or snow fall starting or continuing after 3am, client may see a delay in response. Completion times may vary depending on snowfall commencement, duration, and accumulation.

### **Completion time scenarios:**

Contractor has a route cut-off time of 3am.

- Snow events that hit trigger and end by 3am
  - Contractor will begin clearing at 3am.
- Snow events starting after 3am
  - Snow events starting after 3am are considered a “day storm.” Service commencement times will be customized per event and snowfall amount. Contractor will clear snow as able/appropriate and prioritize accounts by opening times. Contractor will do a final cleanup as needed after the snow event is finished and businesses are closed.
- Continuous snow events that begin before 3am and continue after 3am.
  - Service commencement times will be customized per event and snowfall amount. If significant accumulation occurs by 3am, contractor will clear routes and then follow procedure for “day storm.” If minimal accumulation has occurred by 3am, route commencement time is dependent on contractor’s discretion based on predicted snowfall amount.
- Drifting

- If drifting causes snow to accumulate to trigger levels, the drifting event is treated the same as a snowfall event

Scenarios are for example only. Route commencement time is dependent upon Contractor's discretion based on snowfall commencement, duration and accumulation.

### **Days of service**

Contractor reserves the right to commence snow removal operations with each snow event regardless of client's operating hours. Snow removal is dependent upon Contractor's discretion during such days the client has not specified snow removal necessary, including but not limited to time of day, weekends, holidays, and early closures. Client is responsible to complete the "operating hours/snow removal requested" section in contract.

**Triggers:** Snow will be removed at or above the following "triggers":

- Dusting to ½" snow: ice melt applied to lot as needed
- Generally, ice melt applied to lot after each plowing event, depending on weather conditions
- ½" snow or more: snow removed from walks. Possible snow removal from lot depending on weather conditions
- 1" snow or more: snow removed from walks and lot

Note that trigger amounts vary depending on location and drifting. It is up to the Contractor's best judgment whether trigger amounts have been met and the best snow removal method to proceed with based on weather and temperature. Clearing operation plans will be customized for each specific weather event.

**Service area:** Snow will be removed from the following areas:

- All driveways and parking areas
- City sidewalks and sidewalks/doors around building. Does not include sidewalk coming off of State St to steps/lower level doors
- Street curb along State St and Lake Ave

### **Concealed Conditions/Extreme Conditions/Property Preparation**

As part of this contract—the contractor will stake (one time) with fiberglass or nylon stakes and pickets as needed the layout of the parking lot. Contractor is not responsible for damages due to foreign material being left in the parking lot, unmarked hazards, or conditions changing due to winter weather (eg. Frost heaving drains, curb stops, pavement cracks etc). Pavement markings will wear due to normal plowing/blowing operations. Metal cutting edges which are best at minimizing hard-pack snow and ice will leave rust marks and small scrape marks on the pavement and chips and scuffs on curbs and pavers—these are considered normal wear and tear and are not the responsibility of the contractor. Contractor will exercise reasonable care to avoid damage to pavement, curbs, trees, and shrubs. However, contractor is not responsible for damage to landscaping caused by piling of snow, spreading of salt, or the spreading of the chemicals described in this agreement; damage to items that are snow covered or not visible; damage caused by equipment when tree, shrub, and sidewalk areas are not reasonably delineated due to snow accumulation; personal injuries resulting from slip and fall accidents, and/or Acts of God, including, but not limited to, extraordinary weather conditions.

Client understands that plowing (or salting) of a particular location may not clear to the "bare pavement," and that slippery conditions may continue to prevail even after plowing (or application of salt). It shall be the responsibility of the client to notify the contractor in the event that weather conditions cause the melting and re-freezing of any previously treated surface area. Client understands that the contractor assumes no liability for this naturally

occurring condition, and the client agrees to indemnify, defend, and hold Miller Family Enterprises DBA Miller Yard Care and Construction harmless for any and all claims, demands, causes of action, injuries, damages, trespasses or suits in law or equity including but not limited to attorney's fees incurred to defend any claim or suit, court costs, and other costs incurred in defense or any claim that may arise as a result of this naturally occurring condition.

Client understands in the case of extreme weather conditions—e.g. blizzard and sub zero cold, the contractor reserves the right to extended working periods to allow for rest for the operators and warming for the shovelers without penalty to the contractor. Client must also understand that service may not be available at all times. In order to be dependable and safe, Miller Family Enterprises DBA Miller Yard Care and Construction requires time for our drivers to rest and equipment to be serviced between events. Contractor will use their judgment based on the information they have to determine whether or not to start clearing snow.

Contractor will maintain liability insurance in an amount equal or greater than \$1,000,000 at all times.

## **Monitoring**

Client will notify Contractor if Client wishes Contractor to return to Client's premises to perform additional services, including clearing plow ridges or inspection for melt and freeze. Contractor shall not be expected to service potentially dangerous conditions for which it has not been given reasonable notice. Client acknowledges Contractor is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions which may arise by reason of thawing and refreezing of previously plowed or treated areas.

## **Payment**

This contract for snow removal services covers the entire 2024-2025 winter season. Services will be charged per time. Invoices will be sent out the first of the month and due within 30 days of invoice date. Late or missed payment may result in termination of service until the account is made current.

## **Snow Season Service Charges**

- Apply ice melt to lot as needed: \$80 per time
- Clear snow from walks: \$135 per time (includes ice melt as needed)
- Clear snow from lot: \$85 per time
- Additional snow removal services requested: priced accordingly

*\* In the event of significant ice, snow accumulation or drifting, Contractor reserves the right to charge extra for additional time and materials to perform services.*

## **Terms & Conditions**

Termination Clause: This contract is cancelable upon written notification by either party. Monies invoiced or due for services rendered are due and payable upon such cancellation.

Payment Terms: Client agrees to promptly pay invoices within thirty (30) days of receipt. Accounts that are past due may not be serviced until account is brought up-to-date. Customer understands and accepts that the delays in payments made may result in appropriate legal action being taken to collect monies owed. Customer understands and agrees that costs of such legal action, including without limitation lawyers' fees, costs and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition. Contract shall be binding, inure to the benefit of the parties and their heirs, executors and administrators, and assignee's.

Site Damage: Contractor accepts responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement that is beyond normal wear and tear of plowing operation.

**Dispute Prevention/Resolution:**

Prevention: We agree that we have a common interest in preventing any misunderstandings or differences that may arise between us from becoming claims against one another. With the intent of avoiding this, we agree that we shall make good faith efforts to identify in advance and discuss the potential causes of disputes.

Resolution: We agree that if, and only if, the dispute still remains unsettled for an additional [thirty, forty-five, etc.] days, then we shall submit the dispute to binding neutral arbitration. In this event, we agree that any controversy or claim arising out of, or relating to our contracts dated, or the breach thereof, shall be settled by binding arbitration in accordance with the applicable rules of the American Arbitration Association. We both agree that any action through arbitration against either of us relating to any breach of this agreement must be commenced within one (1) year from the date of the work.

Hold Harmless: The client shall indemnify, defend, and hold harmless Miller Family Enterprises DBA Miller Yard Care and Construction, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner's involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.

Authorization: Any individual who signs this agreement on behalf of Miller Family Enterprises DBA Miller Yard Care and Construction or the property owner represents, promises, and guarantees that he or she is fully authorized to execute this agreement on behalf of his or her employer or company. In the case of an agent of the client, such agent represents, promises, and guarantees that such agent is fully authorized to execute this agreement on behalf of the owner of the premises.

Obligation: The parties agree that the contractor has made no promise or representation except as expressed in this contract. Further, no act or acquiescence by the contractor shall be deemed a waiver of any obligation of the client or owner or manager. Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Shortages: Client acknowledges that product and material shortages or other circumstances beyond Contractor's control may require Contractor, if Contractor finds it necessary or expedient to do so, to make material/substance substitutions and/or modifications to substance mix.

Extra Service: Client agrees to pay to Contractor for any and all Extra Services. Customer may authorize additional Extra Services upon reasonable notice to Contractor.

## Client Operating Hours & Snow Removal Request Days

Please complete the table below.

Days	Yes- snow removal needed	No - snow removal not required	Hours of operation for snow removal (i.e. cleared by what time in a.m. and continue until what time in p.m.) Please also describe if only a section needs to be cleared by a certain time.
<i>Example: Saturday</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>7am-12pm. Loading dock needs to be cleared by 6am</i>
Monday - Friday	<input type="checkbox"/>	<input type="checkbox"/>	
Saturday	<input type="checkbox"/>	<input type="checkbox"/>	
Sunday	<input type="checkbox"/>	<input type="checkbox"/>	
Holidays	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

As specified in contract, Contractor reserves the right to commence snow removal operations with each snow event, including events that fall outside of client's operating hours. The above table specifies what days Client wants to remain on the Contractor's priority route list. Snow removal for all other dates is dependent on Contractor's discretion. If Client's operating hours change (including early closures due to extreme weather), they are responsible to notify Contractor. In the absence of notification, continued snow removal service is dependent upon Contractor's discretion.

Site manager/contact name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Client's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

DATE: September 16, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Snow Removal - Rossman Elementary, Bus Garage, and Lincoln Education Center**

Administration is recommending snow and ice removal services be contracted with Taves Construction (dba Driveway Services) for Rossman Elementary, Bus Garage, and Lincoln Education Center. The annual cost would be a minimum contract of \$15,000 would include material, equipment and labor necessary to automatically, or upon demand, remove snow from the locations.

District Administration recommends approval.



# Detroit Lakes Public Schools

Independent School District No. 22

702 Lake Avenue, Detroit Lakes, MN 56501

Phone: 218.847.9271 Fax: 218.847.9273

## QUOTATION REQUEST FOR SNOW/ICE REMOVAL WORK

For services provided for the winter of 2024-25

Vendor agrees to furnish sufficient manpower and the following list of snow removal equipment for snow/ice removal during the winter of 2024-25 at the following District locations: Rossman School, Bus Garage and Lincoln Education Center.

<u>Snow Removal Equipment</u>		
Vehicle (Make/Year)	Description (Size/Capacity)	Cost Per Hour
1. 2021 KOMATSU 320	14' PUSHER	225 -
2. 2021 KOMATSU 200	12' PUSHER	225 -
3. 2018 926M CAT	14' PUSHER	225 -
4. 2015 CASE LOADER	12' PUSHER	225 -
5. 2022 721 CASE	14' PUSHER	225 -
6. 2008 821 CASE	5 YARD BUCKET	225 -
7. 2011 244 JOHN DEERE	10' PUSHER	185 -
8. 2014 750 BOBCAT	10' PUSHER	185 -
9. 2014 750 BOBCAT	8' PUSHER	185 -
10. HAUL SNOW		\$4.00/YARD
11. PLOW PICKUP		150 -
12. 2023 S770 BOBCAT	10' PUSHER	185 -

\* MINIMUM CONTRACT PRICE \$15,000 PER YEAR

Vendor understands that it their responsibility to clear all parking lots, driveways and designated sidewalks on a priority established by the Supervisor of Operations before 7:00 A.M. each normal school or business day and before 8:00 A.M. each weekend or holiday break. It is understood that the District may limit the extent of snow removal as necessary on weekends or holiday breaks.

Vendor agrees to remove snow each day an accumulation of 2" of snow occurs, or upon demand. Daily snow removal will be followed by as needed sanding/ice melt application of the parking lots. Any additional sanding/ice melt application, plowing or sweeping (for parking lots or sidewalks) will be done on a call request basis.

Hauling or relocating of snow by means of truck or loader at the schools will be done on a request basis by the Supervisor of Operations only.

The following phone number DENNIS 218 850 3092  
JOHN 218 841 2999 may be used at all hours by the Supervisor of Operations or those authorized by him to request services or to give special instructions.

Vendor understands that they are responsible for damages to school property occurring during snow removal. Vendor agrees to carry sufficient liability insurance to indemnify Detroit Lakes Public Schools and that all workers will be covered by the vendor's

workers compensation plan and will attach proof of liability and worker's compensation policy to the submitted quote.

Vendor agrees to treat Detroit Lakes Public Schools as a priority in relationship to other snow removal customers, and the schools will be plowed first. In the event that the vendor is unable to remove snow within the time constraints as stated, vendor will reimburse the District for any remedial costs.

Vendor will submit bills individually for each building location on or before the 25<sup>th</sup> of each month for actual work performed. Payment will be made on or about the 15<sup>th</sup> of the following month. Submit all invoices to the Supervisor of Operations at the above address.

Official name of Vendors Business: TAVES CONSTRUCTION, INC. dba DRIVEWAY SERVICE

Authorized Vendor Signature: *Jessie Taves*

DATE: September 16, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Snow Removal - Detroit Lakes High School, Detroit Lakes Middle School, and Roosevelt Elementary**

Administration is recommending snow and ice removal services be contracted with Feldt Plumbing and Excavating for Roosevelt Elementary, Detroit Lakes High School, and Detroit Lakes Middle School. The annual cost would be a minimum contract of \$35,000 would include material, equipment and labor necessary to automatically, or upon demand, remove snow from the locations.

District Administration recommends approval.



# Detroit Lakes Public Schools

Independent School District No. 22

702 Lake Avenue, Detroit Lakes, MN 56501

Phone: 218.847.9271 Fax: 218.847.9273

## QUOTATION REQUEST FOR SNOW/ICE REMOVAL WORK

For services provided for the winter of **2024-25**

Vendor agrees to furnish sufficient manpower and the following list of snow removal equipment for snow/ice removal during the winter of 2023-24 at the following District locations: High School, Middle School & Roosevelt Elementary School

### Snow Removal Equipment

Vehicle (Make/Year)	Description (Size/Capacity)	Cost Per Hour
1. Front End Loader	17'-19' Pusher	\$250
2. Front End Loader	14'-16' Pusher	\$250
3. Skidsteer	8'-10' Pusher	\$185
4. Mini Loader	8'-10' Pusher	\$200
5. Front End Loader	Snow Blower	\$360
6. Dump Truck		\$160
7. Front End Loader	Snow Bucket	\$235
8. Skidsteer	6' Blower	\$235
9.		

10. There is a \$35,000.00 guarantee. If we don't hit \$35,000 charging the hourly  
 11. rates as listed you will be charged the difference.  
 12.

Vendor understands that it is their responsibility to clear all parking lots, driveways and designated sidewalks on a priority established by the Supervisor of Operations before 7:00 A.M. each normal school or business day and before 8:00 A.M. each weekend or holiday break. It is understood that the District may limit the extent of snow removal as necessary on weekends or holiday breaks.

Vendor agrees to remove snow each day an accumulation of 2" of snow occurs, or upon demand. Daily snow removal will be followed by as needed sanding/ ice melt application of the parking lots. Any additional sanding/ice melt application, plowing or sweeping (for parking lots or sidewalks) will be done on a call request basis.

Hauling or relocating of snow by means of truck or loader at the schools will be done on a request basis by the Supervisor of Operations only.

The following phone number 218.849.1859 may be used at all hours by the Supervisor of Operations or those authorized by him to request services or to give special instructions.

Vendor understands that they are responsible for damages to school property occurring during snow removal. Vendor agrees to carry sufficient liability insurance to indemnify Detroit Lakes Public Schools and that all workers will be covered by the vendor's workers compensation plan and will attach proof of liability and worker's compensation policy to the submitted quote.

Vendor agrees to treat Detroit Lakes Public Schools as a priority in relationship to other snow removal customers, and the schools will be plowed first. In the event that the vendor is unable to remove snow within the time constraints as stated, vendor will reimburse the District for any remedial costs.

Vendor will submit bills individually for each building location on or before the 25<sup>th</sup> of each month for actual work performed. Payment will be made on or about the 15<sup>th</sup> of the following month. Submit all invoices to the Supervisor of Operations at the above address.

Official name of Vendors Business: Feldt Plumbing & Excavating, LLC

Authorized Vendor Signature: 

DATE: September 16, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Certification of Proposed 2024 Tax Levy Payable in 2025  
for the 2025-26 School Year**

The school board is required to certify to the county auditor of Otter Tail and Becker County the school district's preliminary 2024 Payable 2025 Property Tax Levy by September 30, 2024. The district will certify the maximum levy, as certifying the preliminary levy in this manner allows for adjustments prior to the final levy certification in December. Attached are pages 30 and 31 of the Levy Limitation and Certification document from the Minnesota Department of Education (MDE) which show detailed levy amounts broken down by category.

Preliminary figures indicate that the school district portion of the property tax levy increased by 2.90% from a year ago to \$9,953,011.38. Last year's levy amount was \$9,672,387.34. The figures presented are preliminary and may change in the coming months.

During the regularly scheduled board meeting on Monday, December 16th at 6:00 PM, the school board will discuss the payable 2025 levy and the current year budget (Fiscal Year 2025). At this meeting there will be an opportunity for the public to speak. The final levy certification will be approved at the same meeting.

Administration and Finance Committee recommends to approve the maximum for 2024 Payable 2025 Proposed Property Tax Levy.

I. COMPUTATION OF 2024 PAYABLE 2025 LEVY LIMITATION BY FUND (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	INITIAL LEVY LIMITATION	LIMITATION ADJUSTMENTS	ABATEMENT ADJUSTMENTS	OFFSET ADJUSTMENTS	TAC/MAX EFF ADJUSTMENT	MAXIMUM LEVY LIMITATION
GEN-RMV VOTER-EXEMP			N/A			
GEN-RMV OTHER-EXEMP	2,613,880.13	33,499.83	N/A			2,647,379.96
GEN-NTC VOTER-EXEMP			N/A			
GEN-NTC OTHER-GENED	N/A	N/A	N/A	N/A	N/A	N/A
GEN-NTC OTHER-EXEMP	2,311,137.65	14,184.85-	10,883.58			2,307,836.38
TOTAL GENERAL	4,925,017.78	19,314.98	10,883.58			4,955,216.34
COM SERV-EXEMP	256,910.65	2,248.32-	532.04			255,194.37
DEBT-VOTER-NONEXEMP	4,101,596.00	158,513.19-	9,250.09			3,952,332.90
DEBT-OTHER-NONEXEMP	822,635.95	32,368.18-				790,267.77
TOTAL DEBT SERV	4,924,231.95	190,881.37-	9,250.09			4,742,600.67
OPEB-VOTER-NONEXEMP						
OPEB-OTHER-NONEXEMP						
TOTAL OPEB/PENSION						
TOTAL	10,106,160.38	173,814.71-	20,665.71			9,953,011.38

II. COMPARISON OF 2023 PAYABLE 2024 LEVY LIMITATION WITH 2024 PAYABLE 2025 LEVY LIMITATION (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	2023 PAY 2024 LIMITATION	2024 PAY 2025 LIMITATION	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	4,699,120.31	4,955,216.34	256,096.03	5.45
COMMUNITY SERVICE	242,671.10	255,194.37	12,523.27	5.16
GENERAL DEBT SERVICE	4,730,595.93	4,742,600.67	12,004.74	.25
OPEB DEBT SERVICE				
TOTAL	9,672,387.34	9,953,011.38	280,624.04	2.90

III. COMPARISON OF 2023 PAYABLE 2024 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS WITH 2024 PAYABLE 2025 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS:

FUND	2023 PAY 2024 CERTIFIED LEVY + ADJUSTMENTS	2024 PAY 2025 CERTIFIED LEVY + ADJUSTMENTS	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	4,699,120.31			
COMMUNITY SERVICE	242,671.10			
GENERAL DEBT SERVICE	4,730,595.94			
OPEB DEBT SERVICE				
TOTAL AFTER ADJUSTMENTS	9,672,387.35			

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
SUBTOTALS BY LEVY CATEGORY						
(5001)	GENERAL-RMV VOTER					
(5002)	GENERAL-RMV OTHER	2,453,400.83	2,453,400.83	2,647,379.96		
(5003)	GENERAL-NTC VOTER					
(5004)	GENERAL-NTC OTHER	2,245,719.48	2,245,719.48	2,307,836.38		
(5009)	COMMUNITY SERV-NTC OTHER	242,671.10	242,671.10	255,194.37		
(5013)	GENL DEBT-NTC VOTER	3,955,043.75	3,955,043.75	3,952,332.90		*1
(5014)	GENL DEBT-NTC OTHER	775,552.18	775,552.19	790,267.77		*1
(5020)	OPEB DEBT-NTC VOTER					
(5021)	OPEB DEBT-NTC OTHER					
SUBTOTALS BY FUND						
(5005)	GENERAL FUND	4,699,120.31	4,699,120.31	4,955,216.34		
(5009)	COMMUNITY SERVICES FUND	242,671.10	242,671.10	255,194.37		
(5015)	GENERAL DEBT SERVICE FUND	4,730,595.93	4,730,595.94	4,742,600.67		
(5022)	OPEB/PENSION DEBT SERVICE FUND					
SUBTOTALS BY TAX BASE						
	REFERENDUM MARKET VALUE	2,453,400.83	2,453,400.83	2,647,379.96		
	NET TAX CAPACITY	7,218,986.51	7,218,986.52	7,305,631.42		
SUBTOTALS BY TRUTH IN TAXATION CATEGORY						
	VOTER APPROVED	3,955,043.75	3,955,043.75	3,952,332.90		
	OTHER	5,717,343.59	5,717,343.60	6,000,678.48		
TOTAL LEVY						
	TOTAL LEVY	9,672,387.34	9,672,387.35	9,953,011.38		

ALLOWABLE INCREASE

ALLOWABLE INCREASE AMOUNT

MAXIMUM ALLOWABLE CERTIFIED LEVY

FOOTNOTES:

\*1 SCHOOL BUILDING BOND AGRICULTURAL CREDIT WILL BE CALCULATED USING THE GENERAL DEBT SERVICE LEVY CATEGORIES

NOTE TO SCHOOL DISTRICTS: MUST CERTIFY PROPOSED AND FINAL LEVIES VIA THE WEB-BASED LEVY CERTIFICATION SYSTEM AVAILABLE ON THE MDE WEBSITE, [HTTP://EDUCATION.STATE.MN.US](http://EDUCATION.STATE.MN.US).

## **READ Act Model MOU**

MN Session Law 2024, Chapter 115, provided each "district" (school district, charter school, and cooperative unit) providing direct instructional services with funding for *Teacher Compensation for READ Act training*.

The law also encouraged the Minnesota School Boards Association and Education Minnesota to collaborate to develop one or more model memoranda of understanding (MOU) by July 1, 2024, to determine how funding provided for will be distributed.

Representatives from the organizations met and collaborated on the model MOU contained in this document.



**THE VOICE FOR PROFESSIONAL  
EDUCATORS AND STUDENTS**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Independent School District #22 (hereinafter referred to as "District")  
AND  
EMDL Education Minnesota, Detroit Lakes Local (hereinafter referred to as "Union")**

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023, through June 30, 2025; and,

WHEREAS the District and Union desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that required teachers (EC-5, EC-12 Special Education) will participate in CORE/OL&LA (Online Language and Literacy Academy); ECSE teachers will participate in LETRS for EC (Language Essentials for Teachers of Reading and Spelling for Early Childhood Educators training) and,

WHEREAS the total anticipated number of hours of training required for CORE/OL&LA is 45-55 hours and LETRS for Early Childhood Educators is 32-37.5 hours depending on participants knowledge base;

NOW THEREFORE, be it resolved that the parties agree to the following:

1. Eligibility

The Union and District will establish a list of eligible teachers, who must:

- a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
- b. Be employed by the District between August 26, 2024 and June 30, 2025; and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

2. Compensation earned for READ Act training

Teachers will earn compensation as follows:

The training will be completed within contracted time. This will include inservice days, early outs, and during non-instructional times throughout the day.

Upon completion, teachers will receive credit for their Q Comp Vocabulary and Engagement Goals which provides them a stipend. Teachers will not need to do any additional forms or work for Q Comp payment this year. Q Comp does not apply to ECFE teachers, therefore they do not receive Q Comp payment.

ECFE teachers will be paid their hourly wage for completion of LETRS training not to exceed their regular 40 hour work week. Hours worked towards completion of training must be recorded and submitted via voucher for payroll coding.

3. Credit Recognition

Training will be completed within contract work days. Teachers may receive CEU hours.

4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to Renee Kerzman.

5. Failure to comply with the READ Act

Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements will result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and would result in discipline.

6. Effective Date and Duration

This MOU shall continue in effect until June 30, 2025.

NOW THEREFORE, be it further resolved that the parties agree to the following:

**Impact on Precedent.** Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

**Entire Agreement.** This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

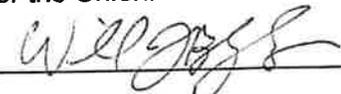
For the District:

\_\_\_\_\_

Dated:

\_\_\_\_\_

For the Union:

  
\_\_\_\_\_

Dated:

*Sept 11, 2024*  
\_\_\_\_\_



DATE: September 9, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Additional Staffing Requests - Rossman Elementary & E Laker Online School**

**Rossman Elementary**

Special Education Assistant - 0.875 FTE (37.50 Hours per week)

The addition of a Special Education Assistant (37.5 Hours per week) is being requested to support building needs in Special Education. The position will be for the remainder of the 2024-25 school year only.

**E Laker Online School**

E Laker Online Instructor - Increase from 540 Hours Annually to 900 hours annually.

The increase of instructional time hours for the lead instructor at E Laker Online is being requested due to increased enrollment within the E Laker Online program. The position will be for the remainder of the 2024-25 school year only.

Administration and Finance Committee recommends approval.



**ADDITIONAL STAFFING PROPOSAL FORM  
BUDGET YEAR: 2024-2025**

**Instructions:**

1. Must be complete for all positions requested after the approval of the annual staffing plan.
2. Make a copy for each position requested.
3. Administrative approval required.
4. Approved proposals will be presented to the School Board for review.

**Name of the Building:** Rossman Elementary

**Topic of Proposal:** Paraprofessional for Level 3 ASD program

**Submitted By:** Karen Nudell & Emily Sternberg

**Date:** 9/4/2024

**Date to be Implemented:** ASAP

**Person responsible to**

**Recommend to Superintendent:** Emily Sternberg/Karen Nudell

**Recommendation by person responsible:** Emily Sternberg

Complete a description of your program proposal. All six (6) areas must be addressed and support the proposal. The proposal should be as comprehensive as possible and must support the district philosophy.

**1. Describe the proposal for funding:** *Special Education*

**2. Explain in detail the rationale or purpose of the proposal. (Please relate, if possible, the rationale to the previously identified high priority needs):**

*The students require Federal Setting 3 support in the ASD program located at Rossman Elementary. These student's needs require a high level of support, redirection, 1:1 guidance to learn and be safe in the educational environment. Safety concerns for students (eloping, disruption, behavioral redirection).*

**3. State the negative implications if the proposal is not approved:** *Student and staff safety*

**4. List alternative actions if this proposal is not approved. It is assumed that any alternative listed is less desirable than the proposal.**

*Potential staff burn-out due to the high level of need these students present along with student safety concerns.*

**5. Estimate the cost implications of this proposal on the following chart:**

**PROPOSAL BUDGET**

PERSONNEL	NUMBER REQUESTED	ESTIMATED COST	REIMBURSEMENT	NET COST
Salary/Wages Para	0.875 FTE	\$25,000	\$0.00	\$25,000
Benefits:		\$4,000	\$0.00	\$4,000
Subtotal:		\$29,000	\$0.00	\$29,000

OTHER COSTS	NA	ESTIMATED COST	REIMBURSEMENT	NET COST
Supplies:	X	\$0.00	\$0.00	\$0.00
Capital Outlay:	X	\$0.00	\$0.00	\$0.00
Other Expenses:	X	\$0.00	\$0.00	\$0.00
Subtotal:	X	\$0.00	\$0.00	\$0.00

NET COST				\$29,000.00
Code:	State Sped: FIN 740			

**6. Comments on budgetary items:**

a. Equipment, remodeling, site improvement, etc:	X
b. Review by Business Office before Superintendents approval:	X - This position will receive reimbursement in 2025-26 for approximately 60% of the wages of the position.
c. Space implications (short/long range):	X
d. Equity implications:	X
e. Technology implications:	X
f. Suggested timelines for implementations:	As soon as possible to provide adequate coverage for students.
g. Who has been involved in this decision? Other comments:	Rossman Special Education Team, Emily Sternberg & Karen Nudell

Approve:   X   Disapprove:        Hold:        Date:       

Form must be routed to Human Resources and the Director of Finance and Operations for review.



**Instructions:**

1. Must be complete for all positions requested after the approval of the annual staffing plan.
2. Make a copy for each position requested.
3. Administrative approval required.
4. Approved proposals will be presented to the School Board for review.

**Name of the Building:** E Laker Online

**Topic of Proposal:** Increase Instructional Staffing Hours for E Laker Online School

**Submitted By:** Brandon Schlenner

**Date:** 9/10/2024

**Date to be Implemented:** Immediately

**Person responsible to**

**Recommend to Superintendent:** Brandon Schlenner

**Recommendation by person responsible:** Increase current budgeted staffing hours from 15 Hours a Week to 25 Hours a week

Complete a description of your program proposal. All six (6) areas must be addressed and support the proposal. The proposal should be as comprehensive as possible and must support the district philosophy.

**1. Describe the proposal for funding:**

Currently, the budget for the 2024-25 school year allocates for 540 hours (15 hours per week) of staff time for the entire year. This proposal would increase staff time to 900 hours (25 hours per week) to account for increased enrollment in the E Laker Online program.



**ADDITIONAL STAFFING PROPOSAL FORM  
BUDGET YEAR: 2024-2025**

**2. Explain in detail the rationale or purpose of the proposal. (Please relate, if possible, the rationale to the previously identified high priority needs):**

Prior to the 2024-25 school year, enrollment at the E Laker Online School was around 10-20 students. Currently, we have 36 students enrolled and are seeing an increase in requests to participate from both resident and open enrollment students.

**3. State the negative implications if the proposal is not approved:**

If the proposal is not approved, we would look at capping the enrollment to make sure that student-to-staff ratios are at an appropriate level.

**4. List alternative actions if this proposal is not approved. It is assumed that any alternative listed is less desirable than the proposal.**

Any alternative actions would require the reassignment of current staff which would impact current schedules and programming in place.

**5. Estimate the cost implications of this proposal on the following chart:**

**PROPOSAL BUDGET**

PERSONNEL	NUMBER REQUESTED	ESTIMATED COST	REIMBURSEMENT	NET COST
Teachers:	360 Hours Annually	\$10,800.00	\$0.00	\$10,800.00
Benefits:		\$1,800.00	\$0.00	\$1,800.00
Subtotal:		\$12,600.00	\$0.00	\$12,600.00



OTHER COSTS	ESTIMATED COST	REIMBURSEMENT	NET COST
Supplies:	\$0.00	\$0.00	\$0.00
Capital Outlay:	\$0.00	\$0.00	\$0.00
Other Expenses:	\$0.00	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00	\$0.00

NET COST	\$ 12,600.00
Code:	E 01 040 211 000 000 140

**6. Comments on budgetary items:**

a. Equipment, remodeling, site improvement, etc:	X - Not applicable
b. Review by Business Office before Superintendents approval:	X
c. Space implications (short/long range):	X - Not Applicable
d. Equity implications:	If not approved - students may have reduced access to instructional staff or if we cap enrollment students may enroll in another online program.
e. Technology implications:	If students open enroll, student devices may need to be ordered for the current year.
f. Suggested timelines for implementations:	Effective immediately for the 2024-25 school year.
g. Who has been involved in this decision? Other comments:	Brandon Schlenner, Josh Omang, Renee Kerzman, and Mark Jenson

Approve:   X   Disapprove:        Hold:        Date:       

Form must be routed to Human Resources and the Director of Finance and Operations for review.

**Detroit Lakes Public Schools  
Monthly Enrollment Summary - FY 2024  
September 3, 2024**

Roosevelt					
Grade	Current	Previous (June)	Opening Day	Sections	Per Section
K	84	89	84	4	21.0
1	89	95	89	4	22.3
2	95	93	95	4	23.8
3	96	103	96	4	24.0
4	99	99	99	4	24.8
5	97	110	97	4	24.3
<b>RSVT Total</b>	<b>560</b>	<b>589</b>	<b>560</b>	<b>24</b>	<b>23.3</b>
<b>Difference</b>		<b>(29)</b>	<b>-</b>		<b>Avg/section</b>

Rossman					
Grade	Current	Previous (June)	Opening Day	Sections	Per Section
K	91	104	91	4	22.8
1	101	92	101	5	20.2
2	88	98	88	4	22.0
3	99	96	99	4	24.8
4	95	95	95	4	23.8
5	95	105	95	4	23.8
<b>RSM Total</b>	<b>569</b>	<b>590</b>	<b>569</b>	<b>25</b>	<b>22.8</b>
<b>Difference</b>		<b>(21)</b>	<b>-</b>		<b>Avg/section</b>

Middle School			
Grade	Current	Previous (June)	Opening Day
6	213	196	213
7	199	212	199
8	211	199	211
<b>MS Total</b>	<b>623</b>	<b>607</b>	<b>623</b>
<b>Difference</b>		<b>16</b>	<b>-</b>

High School			
Grade	Current	Previous (June)	Opening Day
9	214	206	214
10	206	188	206
11	187	211	187
12	206	196	206
<b>HS Total</b>	<b>813</b>	<b>801</b>	<b>813</b>
<b>Difference</b>		<b>12</b>	<b>-</b>

Online	
Grade	Current
9	1
10	3
11	8
12	16
<b>Total Online</b>	<b>28</b>
<b>June 2024</b>	<b>24</b>

District Wide Summary			
Pre-K	50		
K	175		
1	190		
2	183		
3	195		
4	194		
5	192		
	954		
6	213		
7	199	Laker Online	28
8	211	Transitions	18
	623	Rossman	569
		Roosevelt	560
9	215	DLMS	623
10	215	DLHS	813
11	213	ALC	57
12	273	PSEO	-
	916	Pre-K	50
<b>Total</b>	<b>2,718</b>	<b>Monthly Total</b>	<b>2,718</b>

Comparisons	
Last Month Report	2,741
Difference	(23)
2024-25 Opening Day	2,718
Difference	-

Pre K ADM*	50
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# Detroit Lakes Public Schools

## Monthly Enrollment Summary

### 2024-2025

Month: September

#### D.L. Preschool Special Ed.

	EIC	ECSE	Total
Roosevelt	28	55	83

#### Non-resident Preschool Special Ed.

	EIC	ECSE	Total
Roosevelt	0	5	5

#### KINDERGARTEN

	Kind.	Kind SpEd	Total
Roosevelt	61	23	84
Rossman	69	22	91
<b>Totals</b>	<b>130</b>	<b>45</b>	<b>175</b>

#### GRADES 1 - 5

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Total
Roosevelt	89	95	96	99	97	476
Rossman	101	88	99	95	95	478
<b>Totals</b>	<b>190</b>	<b>183</b>	<b>195</b>	<b>194</b>	<b>192</b>	<b>954</b>

#### ELEMENTARY TOTALS

Kindergarten	Gr.1-5	Total
175	954	1129

#### MIDDLE SCHOOL

	Grade 6	Grade 7	Grade 8	Total
Middle School	213	199	211	623

#### SENIOR HIGH

	Grade 9	Grade 10	Grade 11	Grade 12	Subtotal	PSEO/F	PSEO/P	Total
Senior High	214	206	187	206	813	0	0	813

#### E-LAKER ONLINE

	Grade 9	Grade 10	Grade 11	Grade 12	Total
E-Laker	1	3	8	16	28

#### 2024-2025

##### K-12 Total

2668

#### 2023-2024

##### K-12 Total

2766

#### 2022-2023

##### K-12 Total

2705

#### MONTHLY TOTALS\*

EIC	28
ECSE	60
Kind. Sp. Ed.	45
Kindergarten	130
Grades 1-5	954
Middle School	623
Senior High	813
E-Laker	28
Laker Transitions	18
ALC	57
<b>TOTAL</b>	<b>2756</b>

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

#### ALC

D.L.	45
Other	12
<b>Total</b>	<b>57</b>

#### LAKER TRANSITIONS

D.L.	13
Other	5
<b>Total</b>	<b>18</b>







# Detroit Lakes Public Schools Elementary Grade Sections 2024-2025

Month: September

		Roosevelt		Rossman		Grade Average
<b>Kindergarten</b>						<b>21.88</b>
	Section 1&3	19	22	23	23	
	Section 2&4	21	22	24	21	
	Section 5					
Building Average		21.00		22.75		
<b>Grade 1</b>						<b>21.11</b>
	Section 1&3	22	23	17	21	
	Section 2&4	22	22	20	22	
	Section 5			21		
Building Average		22.25		20.20		
<b>Grade 2</b>						<b>22.88</b>
	Section 1&3	23	24	21	22	
	Section 2&4	24	24	22	23	
	Section 5					
Building Average		23.75		22.00		
<b>Grade 3</b>						<b>24.38</b>
	Section 1&3	25	24	25	25	
	Section 2&4	24	23	25	24	
	Section 5					
Building Average		24.00		24.75		
<b>Grade 4</b>						<b>24.25</b>
	Section 1&3	25	25	24	24	
	Section 2&4	25	24	24	23	
	Section 5					
Building Average		24.75		23.75		
<b>Grade 5</b>						<b>24.00</b>
	Section 1&3	23	25	24	23	
	Section 2&4	24	25	23	25	
	Section 5					
Building Average		24.25		23.75		

The district class size average for K-5 is:

**20.25**

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.



**City of Detroit Lakes**

1025 Roosevelt Ave., P.O. Box 647 Detroit Lakes, MN 56502

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## SPORTS ARENA COMMISSION

### AGENDA

Tuesday, September 3, 2024, at 7:00 AM

The Meeting will be held in the City Hall Community Room, 1025 Roosevelt Ave, Detroit Lakes MN.

1. Consideration to approving the [Minutes](#) from the meeting held on June 5, 2024.
2. Consideration to approve the [Financials](#) for June and July 2024.
3. Arena [CIP](#) Review
4. Detroit Lakes Locker Room Improvement Plan
5. In-ice advertising
6. Update schedule of events
  - a. Craft Beer Tour, April 4
  - b. Shrine Circus, April 8
  - c. Boxing, May 17
7. Update Arena addition project
  - a. Update from Fair Board on parking lot collaboration
8. Other

Respectfully,  
**KELCEY KLEMM**  
City Administrator

**Sports Arena Commission Members:**

Chad Carlblom - Chairman

Matt Boeke - Alderman Ward 3-At Large

John Steffl - School District 22- At Large

Rob Nielsen - School District 22

Nate Hunter - Detroit Lakes Youth Hockey Association

Mike Ullmer - Becker County Fair Board

Meeting Dates:

December 3 @ 7:30am

**INDEPENDENT SCHOOL DISTRICT #22  
FINANCE COMMITTEE MEETING AGENDA  
Finance Committee Meeting - September 19, 2024**

**Members Present:**

**Mickey Okeson      Mary Rotter      Ethan Walz      Mark Jenson      Jason Kuehn**

A Finance Committee Meeting was held on Thursday, September 19th in the District Office Conference Room. The agenda was as follows:

**1.      Fund Balances Review**

**Director of Finance Kuehn reviewed the fund balances through the month of August and receipts for the month of August. District expenditures and revenues through August were reviewed in comparison to the budget.**

**2.      Review of Disbursements**

**Two sets of disbursement were reviewed by the Finance Committee. The committee recommends approval of the hand payables for August. The committee also recommends approval of the check summaries for September 9th and September 23rd.**

**3.      Certification of 2024 Tax Levy Payable in 2025 for the 2025-26 School Year**

**Director of Finance Kuehn reviewed the proposed tax levy for 2024 payable in 2025. Preliminary figures indicate that the school district portion of the property tax levy increased by 3.26% from a year ago to \$9,987,338.53. Last year's levy amount was \$9,672,387.34. The Finance Committee recommends to approve the maximum for 2024 Payable 2025 Proposed Property Tax Levy.**

**4.      Staffing Request (Rossman Elementary and E Laker Online)**

**The committee reviewed a staffing request brought forward by Rossman Elementary and recommended by District Administration. The Finance Committee recommends approval.**

Next Meeting: Thursday, October 24th, 2024 at 12:00 PM (District Office)