



**School Board Meeting**  
**Monday, October 23, 2023**  
**AGENDA**

1. **Call to Order (1 minute)**  
Dates to Remember 4
2. **Pledge of Allegiance (1 minute)**
3. **Approve Board Agenda (1 minute)**
4. **Recognitions (8 minutes)**
  - 4.A. Monroe Elementary - Project Lead The Way Distinguished School  
Dr. Mary Wolverton, Associate Superintendent for Elementary Schools; Amy Oliver, Principal, Monroe Elementary; Kristin Contons, Curriculum Integrator; Alan Durand, Grade K Teacher; Chelsea Regan, Grade 3 Teacher; Lisa Silmsler, Literacy Specialist
  - 4.B. Monroe Elementary - Minnesota's Future Award from Minnesota Business Partnership  
Dr. Mary Wolverton, Associate Superintendent for Elementary Schools; Amy Oliver, Principal, Monroe Elementary
5. **Consent Agenda (5 minutes)**
  - 5.A. Minutes from 10/09/23 Board Work Session  
Jeff Simon, Board Clerk  
  
Appendix A 5
  - 5.B. Retirements, Resignations, Terminations, Layoffs and Recalls, Leaves and Modified Leaves of Absence, Appointments  
Matt Brain, Director of Employee Services  
  
Appendix B 8
  - 5.C. Cash Disbursements Report  
Jennifer Beck, Director of Finance  
  
Appendix C 11
  - 5.D. Cash Balance Report  
Jennifer Beck, Director of Finance  
  
Appendix D 12
  - 5.E. Donations & Scholarship Report  
Jennifer Beck, Director of Finance  
  
Appendix E 13
  - 5.F. Monthly Revenue & Expenditures  
Jennifer Beck, Director of Finance

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5.G. Fund Balance Policy 714.0 Michelle Vargas, Chief Financial Officer	
Appendix G	18
5.H. Bid #24011B - McKinley ES HVAC Replacement and Deferred Maintenance - Phase 2 Tiffany Audette, Director of Purchasing	
Appendix H	24
5.I. City of Coon Rapids Ice Lease Agreement Greg Cole, Chief Operations Officer	
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5.J. City of Coon Rapids Locker Room Space Agreement Greg Cole, Chief Operations Officer	
Appendix J	35
5.K. City of Champlin Ice Forum Lease Agreement Greg Cole, Chief Operations Officer	
Appendix K	38
5.L. City of Champlin Ice Forum Locker Room Lease for Girls Hockey Greg Cole, Chief Operations Officer	
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5.M. City of Champlin Ice Forum Locker Room Lease for Boys Hockey Greg Cole, Chief Operations Officer	
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5.N. Anoka Area Ice Arena Lease Agreement Greg Cole, Chief Operations Officer	
Appendix N	57
5.O. National Sports Center Super Rink Ice Lease Agreement for Blaine High School Girls Hockey Greg Cole, Chief Operations Officer	
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5.P. National Sports Center Super Rink Ice Lease Agreement for Blaine High School Boys Hockey Greg Cole, Chief Operations Officer	
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5.Q. National Sports Center Super Rink Ice Lease Agreement for Coon Rapids High School Boys Hockey Greg Cole, Chief Operations Officer	
Appendix Q	74
5.R. Immunization Exclusions as required by Statute 121a.15 Cindy Hiltz, Assistant Director of Student Services, Health Services	
<b>6. Communications, Delegations &amp; Petitions (15 minutes)</b>	
<b>7. Board Calendar &amp; District Update (10 minutes)</b> Cory McIntyre, Superintendent	

<b>8. Elementary &amp; Secondary Education (110 minutes)</b>	
8.A. Building Naming of Franklin Site Process/Recommendation (15 minutes)	
Becky Brodeur, Associate Superintendent for Middle Schools; Paige Dopp, Special Education Program Supervisor	
Appendix R	79
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8.B. Middle School Transition: 6th Grade First Day of School (15 minutes)	
Becky Brodeur, Associate Superintendent for Middle Schools; Tom Shaw, Principal, Roosevelt Middle School; Joel Young, Principal, Jackson Middle School	
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8.C. October 1 Enrollment Report (20 minutes)	
Dr. Joel VerDuin, Chief Technology & Information Officer	
Appendix U	85
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8.D. World's Best Workforce/Achievement & Integration Overview (60 minutes)	
Dr. Johnna Rohmer-Hirt, Executive Director of Research, Evaluation & Testing	
Appendix W	105
<b>9. General Counsel (20 minutes)</b>	
9.A. Policy 413.0 Harassment, Violence and Discrimination Policy - First Read (Amended) (5 minutes)	
Tim Palmatier, General Counsel	
Appendix X	135
9.B. Policy 506.0 District Student Discipline Policy - First Read (Amended) (5 minutes)	
Tim Palmatier, General Counsel	
Appendix Y	152
9.C. Policy 419.0 Tobacco and Smoke Free Environment Policy - First Read (5 minutes)	
Tim Palmatier, General Counsel	
Appendix Z	166
9.D. Policy 533.5 Physical Wellness Policy - First Read (5 minutes)	
Tim Palmatier, General Counsel	
Appendix AA	168
<b>10. Board Correspondence &amp; Communication</b>	
<b>11. Executive Session (45 minutes)</b>	
11.A. Labor Negotiations (45 minutes)	
Dr. Jennifer Cherry, Executive Director of Human Resources	
<b>12. Adjourn</b>	

# ANOKA-HENNEPIN SCHOOLS

A FUTURE WITHOUT LIMIT

## School Board Meeting Agenda

October 23, 2023

### Dates to Remember

1. **October 23** **Regular School Board Meeting, Sandburg Education Center, 6:30 p.m.**
2. November 1 Meet & Confer-Teachers, ESC, 5:30 p.m.
3. November 6 CIAC, ESC, 5:30 p.m.
4. November 7 Election Day
5. **November 13** **Regular School Board Meeting, Sandburg Education Center, 6:30 p.m.**
6. November 18 School Board/Cabinet Planning, Bunker Hills Event Center, 8:00 a.m.
7. November 20 Board Policy Committee, ESC, 4:30 p.m.
8. November 22 P/T Conference Conversion Day, No School
9. November 23-24 Thanksgiving Break, School District Closed
10. **November 27** **Regular School Board Meeting, Sandburg Education Center, 6:30 p.m.**
11. December 1 Staff Planning, No Students
12. December 4 PLC/Staff Development, Para Staff Development, No Students
13. December 4 CIAC, ESC, 5:30 p.m.
14. December 6 School Board Orientation, Sandburg Education Center
15. **December 11** **Truth in Taxation-Regular School Board Meeting, Sandburg Education Center, 6:30 p.m.**
16. December 13 Winter Play Up Meeting, 5:30 p.m.
17. December 25-26 District Closed, Holiday
18. December 27-29 No School, Winter Break
19. January 1 District Closed, Holiday
20. January 2 No School, Winter Break

To contact the School Board, go to [www.ahschools.us/schoolboard](http://www.ahschools.us/schoolboard) and click on School Board Members.

The largest school district in Minnesota, Anoka-Hennepin serves 36,788 students and 242,300 residents living in Andover, Anoka, Blaine, Brooklyn Center, Brooklyn Park, Champlin, Coon Rapids, Dayton, Fridley, Ham Lake, Nowthen, Oak Grove and Ramsey. The district was established in 1952.



Marci Anderson  
**CHAIR**



Nicole Hayes  
**VICE CHAIR**



Jeff Simon  
**CLERK**



Erin Heers-McArdle  
**TREASURER**



Matt Audette  
**DIRECTOR**



Kacy Deschene  
**DIRECTOR**

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**MINUTES OF MEETING  
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 11  
(Anoka-Hennepin School District)  
STATE OF MINNESOTA**

The School Board of Anoka-Hennepin Independent School District No. 11 held a work session on **Monday, October 9, 2023**, at the Educational Service Center, Anoka, Minnesota.

Chair Anderson called the meeting to order at 5:30 p.m.

The following members were present: Marci Anderson, Matt Audette, Kacy Deschene, Erin Heers-McArdle and Jeff Simon. Nicole Hayes was absent.

Kacy Deschene motioned to approve the Board Agenda as presented. Jeff Simon seconded. Motion passed on a 5-0 vote.

**CONSENT AGENDA**

Jeff Simon moved and Erin Heers-McArdle seconded the motion to approve the following **consent agenda** items:

- a. **Minutes** from the September 25, 2023, School Board meeting.
- b. **Personnel items** as follows:

**APPENDIX B**

**20231009**

**1**

Moved that the Board accepts the personnel recommendations and authorizes the appropriate Board officer(s) or School District administrator(s) to sign all documents necessary to effectuate these agreements.

**RETIREMENTS**

<b>Name</b>	<b>Current or Most Recent Position</b>	<b>Last Date Employed</b>
Joanne Richnow	ESC-Special Ed, Educ Office Prof	12/29/2023
Randall Sveningson	ESC, B/G Maintenance Spec Woodshop	08/01/2024

**RESIGNATIONS, TERMINATIONS**

<b>Full Name (FL)</b>	<b>Current or Most Recent Position</b>	<b>Last Date Employed</b>
Reece Koehler	Andover, Teacher Grade 2	09/29/2023

**LEAVES OF ABSENCE**

<b>Name</b>	<b>Current or Most Recent Position</b>	<b>Leave Begins</b>	<b>Leave Ends</b>
Katharine Borg	Oxbow Creek, Teacher SLD	09/14/2023	09/22/2023
Debra Brunner	Crooked Lake, ParaEducator Special Education	09/05/2023	09/22/2023
Barbara Carlson	Andover High, Preschool Inst-Pro Rated Bene	11/16/2023	12/22/2023
Jamie Costello	Oxbow Creek, Teacher E/BD	09/15/2023	10/13/2023
Lisa Draeger	Sand Creek, ParaEducator Elementary	09/21/2023	10/12/2023
Lynda Edelman-Hoecherl	Jackson Middle, Educ Office Prof School Year	09/26/2023	10/13/2023
Heidi Estrem	Wilson, Teacher Social Worker	09/14/2023	09/27/2023
Deseraie Hall	Jackson Middle, ParaEducator Spec Ed Cntr Base	09/19/2023	11/21/2023
Norhan Hassan	Mississippi, Teacher ABS (AcadBehav)	09/25/2023	03/08/2024
Susan Hawley	Mississippi, ParaEducator Special Education	09/07/2023	11/24/2023
Candace Keller	ESC - Transportation, ParaEducator Bus	09/21/2023	10/25/2023
Michelle M Larrabee	Verndale, Teacher EC/SE Stretch Calendar	11/01/2023	11/15/2023
Brianna Mueller	Jefferson, A+ Site Leader full year	09/21/2023	10/11/2023
Debra Nelson	Coon Rapids High, ParaEducator Spec Ed Cntr Base	09/25/2023	11/08/2023
Lisa Norling	ESC, Confidential Employee	09/25/2023	10/13/2023
Brandon Schaa	Anoka Middle - FM, Teacher Science	03/18/2024	04/05/2024
Mary Stradal	Ramsey, ParaEducator Special Education	09/19/2023	10/31/2023
Tammy Taye	University Avenue, ParaEducator Special Education	09/21/2023	11/17/2023
John Valley	Anoka Middle - FM, B/G Building Supervisor	01/04/2024	01/05/2024
John Valley	Anoka Middle - FM, B/G Building Supervisor	06/13/2024	06/14/2024
Mackenzie Wolff	ChamplinBrklynPk Academy, ParaEducator Special Education	09/11/2023	10/13/2023
Diane Zupfer	Wilson, Child Nutrition Assistant	09/29/2023	10/10/2023

**MODIFIED LEAVES OF ABSENCE**

<b>Name</b>	<b>Current or Most Recent Position</b>	<b>Leave Begins</b>	<b>Leave Ends</b>
Robert Cich	ESC, B/G Driver	08/19/2022	01/02/2024
Jennifer M Jochum	Blaine High, ParaEducator Secondary	03/27/2023	09/26/2023
Doreen Kelly	Mississippi, Child Nutrition Assistant	05/18/2023	09/27/2023
Lisa Norling	ESC, Confidential Employee	08/29/2023	09/22/2023
Barry Perreault	Northdale Middle, Teacher Media Specialist Secd	08/29/2023	12/01/2023
Heidi Raffety	Andover DC-Bridges, ParaEducator Special Education	04/05/2022	09/08/2023

**APPOINTMENTS**

<b>Name</b>	<b>Current or Most Recent Position</b>	<b>Effective Date</b>	<b>Lane/Step</b>	<b>FTE</b>	<b>Salary</b>
<b>Elementary</b>					
Lauren Landsverk	Ramsey, Teacher Art Elementary	08/28/2023	Bachelors/1	0.6500	\$29,314
Jayna Schmitt	McKinley, Teacher 4-5 Exploration	09/20/2023	Bachelors+45/13	0.9198	\$63,370
<b>Secondary</b>					
Cody Bloomer	Coon Rapids Middle, Teacher Math	10/02/2023	Bachelors/4	0.8770	\$41,253
Brandon Hersch	Andover High, Teacher Science	09/25/2023	Masters/12	0.9037	\$67,703
<b>Special Education</b>					
Heidi Estrem	Hamilton, Teacher Social Worker	09/08/2023	Masters/11	0.9626	\$70,045
Kayla Murphy	Northdale Middle, Teacher ASD (AutismSpectrum)	08/28/2023	Bachelors/4	1.0000	\$47,038
Giovanna V Theisen	RiverTrail Learning Ctr, Teacher DD	08/28/2023	Masters/1	1.0000	\$51,689
Brittany Wells	RiverTrail Learning Ctr, Teacher Social Worker	09/15/2023	Masters/7	0.9358	\$59,002
<b>Administrative</b>					
Nancy Hall	Blaine High, Asst Principal Spec Asgn - Ret Based on a retiree assistant principal rate of \$400 per day		09/19/2023	48	\$19,200

- c. Approved Quote #24015Q-School Transportation Services.
  - d. Approved Proposal #24014P-Mental Health Services.
  - e. Approved Bid #24010B-Sand Creek ES HVAC Replacement & Deferred Maintenance-Phase 3.
  - f. Immunization Exclusions—names and specifics are not included because of data privacy.
- Motion passed on a 5-0 vote.

The work session then continued with the following agenda items: Play Up Policy Review and Discipline Practices Review.

Chair Anderson proposed that pursuant to Minnesota Statute 13D.03 Subd. 1, that they move into a closed session to deal with matters of labor negotiations for the following bargaining groups: Teachers, Child Nutrition Site Supervisors, Custodians, Ed. Support Professionals, Principals, School Office Supervisors, and Tech. Specialists. The closed session will be held in Room 111. Jeff Simon seconded the motion to go into closed sessions. Motion carried.

Chair Anderson recessed the meeting at 8:44 p.m. The meeting reconvened in closed executive session at 8:52 p.m. to discuss negotiations.

The meeting reconvened in open session at 10:08 p.m. Jeff Simon moved and Erin Heers-McArdle seconded the motion to adjourn the meeting. Motion passed on a 5-0 vote.

\_\_\_\_\_  
Jeff Simon, Clerk  
Anoka-Hennepin Independent School District No. 11

\_\_\_\_\_  
Marci Anderson, Chair

Prepared by: Debbie Koffski, CPS  
Recorder

Approved: \_\_\_\_\_

## APPENDIX B

20231023

1

Moved that the Board accepts the personnel recommendations and authorizes the appropriate Board officer(s) or School District administrator(s) to sign all documents necessary to effectuate these agreements.

**RETIREMENTS**

<b>Name</b>	<b>Current or Most Recent Position</b>	<b>Last Date Employed</b>
Pamela Cosgrove	Anoka Middle - FM, ParaEducator Secondary	10/23/2023
Brenda J Siems	Ramsey, Teacher Grade 5	06/07/2024

**RESIGNATIONS, TERMINATIONS**

<b>Full Name (FL)</b>	<b>Current or Most Recent Position</b>	<b>Last Date Employed</b>
Adam Peterson	Ramsey, TIER I-DD	10/06/2023
Ann Steinle	Eisenhower, Teacher Grade 2	10/06/2023

## APPENDIX B

20231023

1

Moved that the Board accepts the personnel recommendations and authorizes the appropriate Board officer(s) or School District administrator(s) to sign all documents necessary to effectuate these agreements.

## LEAVES OF ABSENCE

Name	Current or Most Recent Position	Leave Begins	Leave Ends
Mary Dunham	Anoka Middle - FM, Child Nutrition Assistant PT	09/21/2023	10/20/2023
Susan M Elliott	Eisenhower, Teacher Grade 4	10/09/2023	10/23/2023
Elena Hansen	A-H Regional High School, Teacher English	10/02/2023	10/27/2023
Jordan Jennrich	Coon Rapids High, ParaEducator Secondary	10/09/2023	12/15/2023
Becky Jensen	Champlin Park High, Educ Office Prof	10/19/2023	12/11/2023
Trevor Klein	Coon Rapids High, Teacher Science	10/06/2023	10/06/2023
Trevor Klein	Coon Rapids High, Teacher Science	11/03/2023	11/03/2023
Trevor Klein	Coon Rapids High, Teacher Science	12/01/2023	12/01/2023
Charlene LaGrange	ESC, Preschool Inst-Pro Rated Bene	11/28/2023	01/09/2024
Catherine A Landis	Eisenhower, Teacher SA-Coach Math Spec	10/10/2023	02/12/2024
Maureen Larson	Jackson Middle, ParaEducator Special Education	11/07/2023	12/01/2023
Leeann Macarthur	ESC-Special Ed, Teacher Occupational Therapist	11/07/2023	12/19/2023
Cathy Malone	Dayton, Teacher K5 Core Inst Support	09/18/2023	10/10/2023
Bree Medin	Coon Rapids High, Teacher Academic Support	09/29/2023	11/01/2023
MacKenzie Menden	Anoka Middle - FM, Teacher Social Studies	10/12/2023	12/22/2023
Ryan Menden	Coon Rapids High, TIER I-ABS (AcadBehav)	10/12/2023	10/27/2023
Sarah Norgren	A-H Tech High School, Teacher ESL	10/03/2023	12/22/2023
Maureen Schmidt	Oxbow Creek, Teacher Grade 4	10/06/2023	12/22/2023
Jennifer S Smith	Crooked Lake, Teacher ABS (AcadBehav)	11/20/2023	02/09/2024
Kimberly Wetterlind	ESC, Child Nutrition Assistant PT	09/19/2023	10/13/2023
Laurie Zentner	Adams, B/G Custodian	10/05/2023	11/03/2023

## MODIFIED LEAVES OF ABSENCE

Name	Current or Most Recent Position	Leave Begins	Leave Ends
Lisa Draeger	Sand Creek, ParaEducator Elementary	09/21/2023	10/11/2023
Lorie Duffy	Sorteberg ECC, ParaEducator Spec Ed Cntr Base	07/20/2023	10/06/2023
Lynda Edelman-Hoecherl	Jackson Middle, Educ Office Prof School Year	09/26/2023	10/24/2023
Susan Hawley	Mississippi, ParaEducator Special Education	09/07/2023	10/17/2023
Brianna Mueller	Jefferson, A+ Site Leader full year	09/21/2023	10/31/2023
Karan J Murphy	Champlin Park High, ParaEducator Spec Ed Cntr Base	09/04/2023	10/13/2023
Barry Perreault	Northdale Middle, Teacher Media Specialist Secd	08/29/2023	03/01/2024
Tammy L Salmonson	Johnsville, ParaEducator Special Education	11/11/2022	10/09/2023
Patrick Showalter	ESC, B/G Maintenance Specialist	10/11/2022	10/11/2024
Becky Thronson	Oak View Middle, Teacher English	08/28/2023	03/08/2024
Mackenzie Wolff	ChamplinBrklynPk Academy, ParaEducator Special Education	09/11/2023	10/16/2023
Diane Zupfer	Wilson, Child Nutrition Assistant	09/29/2023	10/09/2023

## APPOINTMENTS

20231023

1

<u>Name</u>	<u>Current or Most Recent Position</u>	<u>Effective Date</u>	<u>Lane/Step</u>	<u>FTE</u>	<u>Salary</u>
<b>Elementary</b>					
Chierstan Burns	University Avenue, Teacher Grade 4	08/28/2023	Bachelors/11	1.0000	\$60,497
Robert McHugh	Hamilton, Teacher Phys Ed Elementary	09/25/2023	Bachelors+45/1	0.9037	\$43,931
Bridget VanLith	Jefferson, Teacher K5 Core Inst Support	09/25/2023	Bachelors/3	0.9037	\$41,263

<u>Name</u>	<u>Current or Most Recent Position</u>	<u>Effective Date</u>	<u>Lane/Step</u>	<u>FTE</u>	<u>Salary</u>
<b>Secondary</b>					
This section returned no records					

<u>Name</u>	<u>Current or Most Recent Position</u>	<u>Effective Date</u>	<u>Lane/Step</u>	<u>FTE</u>	<u>Salary</u>
<b>Special Education</b>					
Carla Carlson	Brookside, Teacher ABS (AcadBehav)	10/09/2023	Masters/13	0.8503	\$64,638
Casey Riecken	University Avenue, Teacher ABS (AcadBehav)	10/16/2023	Bachelors/5	0.8128	\$39,187
Jennifer Smithwick	Anoka Middle - FM, Teacher E/BD	09/05/2023	Bachelors/1	0.9786	\$44,133
Alison Stueber	Ramsey, Teacher ABS (AcadBehav)	10/09/2023	Masters/9	0.8503	\$58,624
Kristine Svedberg	Roosevelt Middle, Teacher ABS (AcadBehav) LTS	10/10/2023	Bachelors/2	0.1872	\$8,546

<u>Name</u>	<u>Current or Most Recent Position</u>	<u>Effective Date</u>	<u>Days</u>	<u>Salary</u>
<b>Administrative</b>				
Lora Swanson	ESC, Accountant Based on an annual salary of \$85,500 for 260 days	10/16/2023	185	\$60,837

**MOTION**

Date:

October 23, 2023

That these disbursements as presented, excluding net payroll, be allowed and charged to funds as follows:

Fund No.	Description		Amount
	<b>Checks</b>	<b>\$</b>	<b>10,773,496.63</b>
01	General		9,357,856.97
02	Food Service		409,576.17
04	Community Service		110,061.86
06	Building Construction		578,125.67
07	Bond & Interest K-12		-
20	Health-Self Insurance		317,875.96
21	Dental-Self Insurance		-
22	Work. Comp.-Self Insurance		-
47	OPEB Debt Service		-
	<b>Electronic Payments</b>	<b>\$</b>	<b>20,590,844.40</b>
01	General		12,915,209.91
02	Food Service		170,921.55
04	Community Service		644,774.14
06	Building Construction		-
07	Bond & Interest K-12		-
20	Health-Self Insurance		6,459,687.82
21	Dental-Self Insurance		283,781.45
22	Work. Comp.-Self Insurance		116,469.53
47	OPEB Debt Service		-
	<b>ACH Payments</b>	<b>\$</b>	<b>4,999,235.42</b>
01	General		2,472,277.36
02	Food Service		63,753.25
04	Community Service		108,539.72
06	Building Construction		2,203,712.51
07	Bond & Interest K-12		-
20	Health-Self Insurance		141,555.58
22	Work. Comp.-Self Insurance		9,397.00
	<b>P-Card</b>	<b>\$</b>	<b>230,054.62</b>
01	General		135,657.51
02	Food Service		5,246.87
04	Community Service		89,136.25
06	Building Construction		13.99
20	Health-Self Insurance		-
	<b>TOTAL DISTRICT</b>	<b>\$</b>	<b>36,593,631.07</b>

ANOKA HENNEPIN DISTRICT NO. 11  
MONTHLY CASH BALANCES - FY24

	GENERAL 01-101	FOOD SERVICE 02-101	COMMUNITY SERVICE 04-101	BUILDING CONSTRUCTION 06-101 <sup>1</sup>	DEBT SERVICE 07-101	EMP BENE HEALTH 20-101	EMP BENE DENTAL 21-101	EMP BENE WORK COMP 22-101	OPEB DEBT SERVICE 47-101	TOTAL CASH	CASH INVESTMENTS	BUILDING CONSTRUCTION INVESTMENT	SCHOLARSHIP INVESTMENT	TOTAL ALL BALANCES	FY23 Total All Balances (1 year ago comparison)
07/01/23	167,625,306	9,661,551	12,168,757	(2,844,745)	9,201,166	24,002,428	3,225,038	2,287,027	1,304,644	226,631,172	10,000,000	16,854,844	712,365	254,198,381	273,086,188
07/31/23	137,645,718	9,351,636	11,562,339	(619,251)	6,724,711	17,724,437	2,897,721	2,104,797	1,381,049	188,773,157	10,000,000	13,071,820	688,427	212,533,404	241,851,628
08/31/23	168,372,920	9,385,665	11,533,868	(2,681,823)	6,325,755	14,225,288	2,294,219	2,066,908	1,358,476	212,881,277	10,000,000	13,124,816	509,804	236,515,897	271,684,755
09/30/23	185,170,574	8,882,238	13,083,758	(4,131,880)	6,329,633	14,920,089	2,548,666	2,067,015	1,358,523	230,228,616	10,000,000	13,131,309	464,430	253,824,355	276,894,445
10/31/23										0				0	
11/30/23										0				0	
12/31/23										0				0	
01/31/24										0				0	
02/28/24										0				0	
03/31/24										0				0	
04/30/24										0				0	
05/31/24										0				0	
06/30/24										0				0	

<sup>1</sup> Building Construction Fund is negative because funds are transferred from the Building Construction investment account on a reimbursement basis.

**ANOKA-HENNEPIN DISTRICT NO. 11**  
**MONTHLY DONATION REPORT**  
 October 2023

DATE	DONOR	DONEE	PURPOSE	TYPE	AMOUNT
09/27/23	3M Open Fund	CRHS	Boys Golf Athletics Use	General	250.00
09/22/23	AHEF	CRHS	AHEF-R Settls Planners for Students	General	500.00
09/26/23	AHEF	Anoka High School	AHEF-Purchase of books for students	General	500.00
09/26/23	AHEF	Anoka High School	AHEF-Women's Empowerment Group Field Trips	General	500.00
09/26/23	AHEF	Jackson Middle School	AHEF- I Belong Student Materials	General	500.00
09/27/23	AHEF	Dayton Elementary	AHEF-Kindness Club-C.Saksa AHEF Grant	General	500.00
09/14/23	American Online Giving Foundation	University Avenue ACES Elem	Supplies, ect.	General	132.12
09/15/23	American Online Giving Foundation	Hamilton Elem	General Supplies	General	91.52
09/27/23	Andover Band Boosters Organization	Andover High School	Marching Band Arrangments	General	150.00
09/27/23	Andover Band Boosters Organization	Andover High School	Marching Band Arrangments	General	5,000.00
09/14/23	Andover Girls Soccer Booster Club	Andover HS	Girls Soccer program use- Hotel Rooms in Duluth	General	2,846.01
09/26/23	Anoka Employee Club	Lincoln Elementary	School supplies for Students	General	150.00
09/28/23	Anoka Employees Club	Anoka Middle School for the Arts	non-instructional supplies and registrations	General	400.00
09/22/23	Anoka High School Band	Anoka Marching Band	Charter Bus to Marshall MN	General	1,975.00
09/28/23	Anoka High School Band	Anoka Marching Band	Charter Bus to Marchall MN	General	2,075.00
09/22/23	Anoka High School Dance Team Booster Club	Anoka Dance Team	Kick Uniforms	General	2,951.80
09/20/23	Anoka-Hennepin Educational Foundation	Champlin Park HS	AHEF-Women's Group Supplies	General	500.00
09/22/23	Blaine Youth Hockey	Blaine HS	Supplies for boys and girls cross country running	General	2,000.00
09/28/23	Bring Change 2 Mind	Champlin Park HS	Club Supplies	General	150.00
09/22/23	Champlin Park Baseball Association	Champlin Park HS	Work by Divison 16	General	12,500.00
09/29/23	Champlin Park Girls Soccer Boosters	Champlin Park Athletics	Girls Soccer Coach-G.Garcia-ESA	General	4,866.86
10/03/23	Champlin Park HS Girls Soccer Booster Club	Champlin Park HS	harter Transportation to Duluth	General	2,050.00
09/20/23	Champlin Park Touchdown Club	Champlin Park Athletics	1FB coach- Greg Kapitzke Part 2 salary only	General	4,000.00
09/20/23	Champlin Park Touchdown Club	Champlin Park Athletics	1FB coach- Greg Kapitzke Part 2 salary+	General	1,396.30
09/20/23	Coon Rapids Gridiron Club	CRHS	Zon Nienaber Football ESA	General	3,300.00
09/20/23	CPHS Boys Soccer Booster Club	Champlin Park HS	Charter to Duluth,MN	General	2,050.00
09/22/23	Diamond Metal Products, Inc.	Blaine HS	Materials for Metal Shop Club	General	2,000.00
09/15/23	Farrells Extreme Bodyshaping	Rum River Elem	Speech Language Pathologist Suppliest	General	500.00
09/26/23	Impacks Foundation	Andover Elementary	Classroom Supplies	General	170.00
10/03/23	Impacks Foundation	Brookside Elem	General Supplies for the School	General	460.00
09/27/23	Koop Family Foundation	CRHS	Supplies to Support Students in need	General	1,000.00
09/28/23	Koop Family Foundation	Andover High School	General Instruct Supplies	General	1,000.00
09/15/23	Madison PTO	Madison	Gr 2 field trip admission grant	General	250.00
09/15/23	Madison PTO	Madison	Gr 3 transporation grant	General	191.00
09/15/23	Madison PTO	Madison	Gr 4 transporation grant	General	191.00
09/22/23	Madison PTO	Madison Elem	Fitness Finder	General	301.95
09/22/23	Madison PTO	Madison Elem	Gr 5 Bowling transportation	General	191.00
09/22/23	Madison PTO	Madison Elem	Gr. K Pinehaven transportation	General	375.00

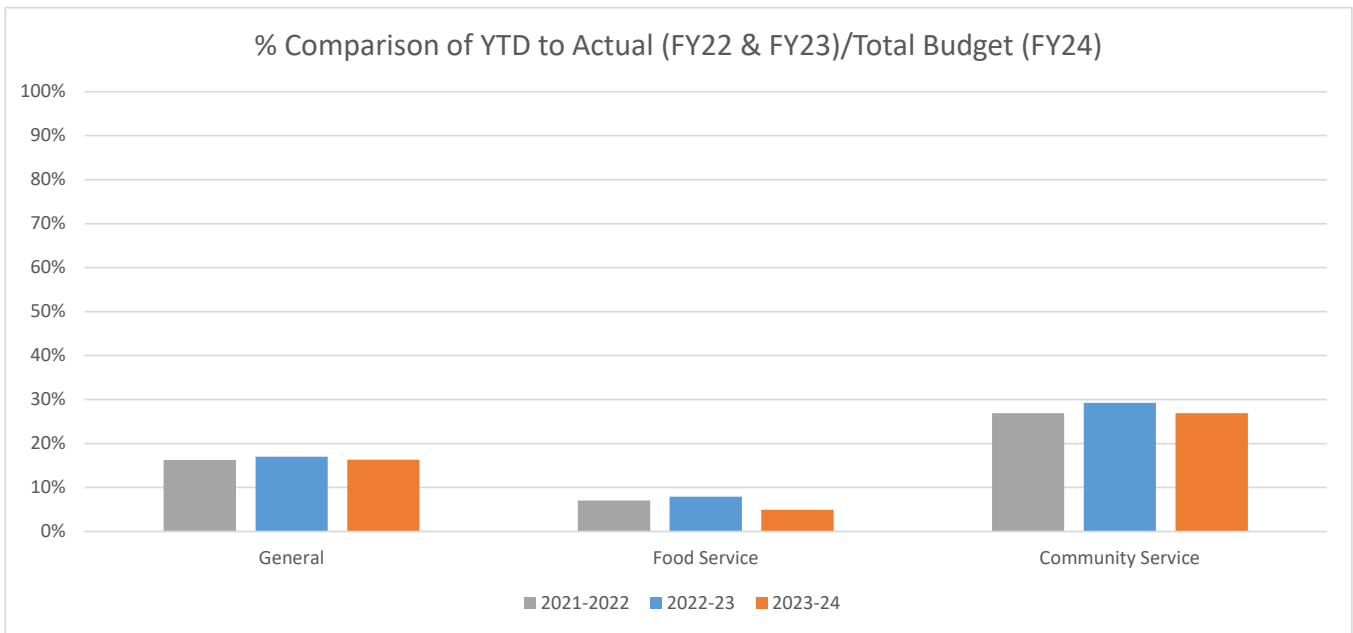


## SCHOLARSHIP DONATIONS

DATE	DONOR	DONEE	PURPOSE	TYPE	AMOUNT
10/05/23	Cash Donation	Anoka High School	Anna Arnold Hedgeman Scholarship	Scholarship	55.00
09/21/23	Debban, Virg or Diane	Anoka High School	Class of '63 Scholarship	Scholarship	200.00
09/20/23	Fidelity Charitable	Anoka High School	Class of '63 Scholarship	Scholarship	500.00
10/05/23	Lindeke, Barbara	Anoka High School	Anna Arnold Hedgeman Scholarship	Scholarship	50.00
10/05/23	Lockett, Thoma & Mary Jo	Anoka High School	Anna Arnold Hedgeman Scholarship	Scholarship	30.00
09/22/23	National Philanthropic Trust	Champlin Park High School	CPHS Avid Soar Scholarship	Scholarship	4,000.00
10/05/23	The Trust Agreement of Ronald & Mary Beth Scavo	Anoka High School	Anna Arnold Hedgeman Scholarship	Scholarship	30.00
09/27/23	Watson, Patricia	Anoka High School	Class of '63 Scholarship	Scholarship	10.00
SCHOLARSHIP TOTALS					<u>4,875.00</u>
TOTAL DONATIONS					<u><u>99,560.16</u></u>

**Anoka-Hennepin ISD #11  
Statement of Revenues  
For the month ended Sept 30, 2023**

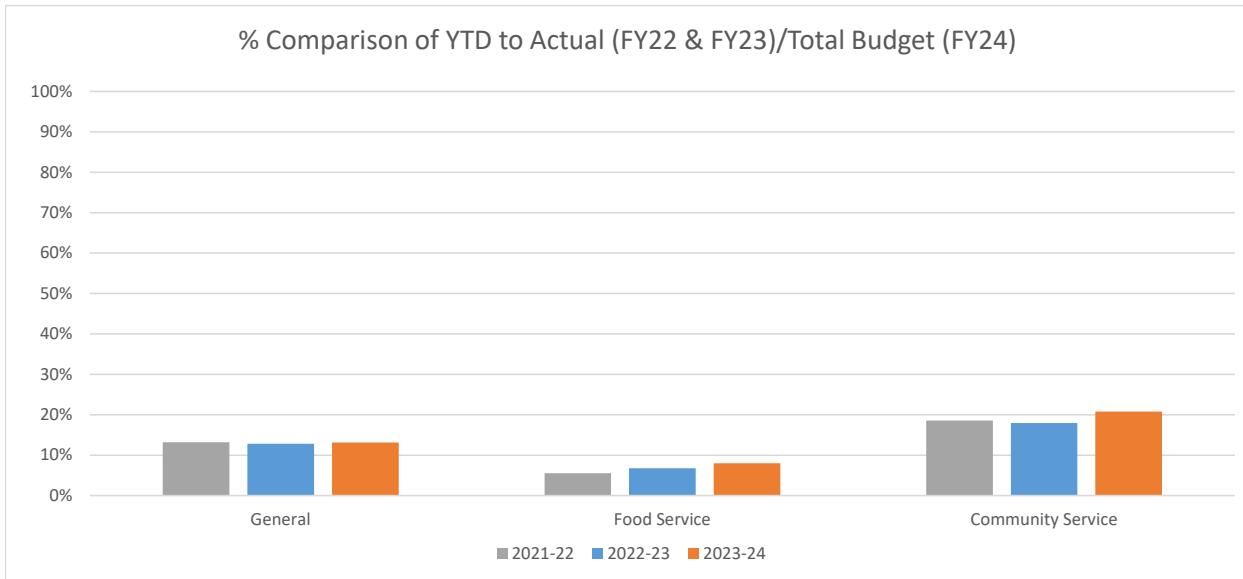
Fund	Month to Date	Year to Date	Budget	FY23 YTD is % of Budget FY21 & FY22 YTD is % of Actual		
				2023-24	2022-23	2021-2022
General	27,265,618	101,020,256	617,825,830	16%	17%	16%
Food Service	685,990	1,329,255	26,803,221	5%	8%	7%
Community Service	3,653,481	7,457,719	27,718,687	27%	29%	27%
Building Construction <sup>1</sup>	6,494	97,549	20,000	488%	8538%	-4%
Debt Service	3,924	1,756,849	15,394,194	11%	16%	9%
Trust	-	-	750,000	0%	0%	0%
<b>Total All Funds</b>	<b>\$ 31,615,506</b>	<b>\$ 111,661,628</b>	<b>\$ 688,511,932</b>	<b>16%</b>	<b>17%</b>	<b>16%</b>



<sup>1</sup>Conservative budgeting

**Anoka-Hennepin ISD #11  
Statement of Expenditures  
For the month ended Sept 30, 2023**

Fund	Month to Date	Year to Date	Budget	FY23 YTD is % of Budget FY21 & FY22 YTD is % of Actual		
				2023-24	2022-23	2021-22
				<b>General</b>		
Salaries & Benefits	37,095,381	49,737,308	498,124,467	10%	10%	10%
Purchased Services	2,285,522	6,272,207	57,920,406	11%	11%	8%
Supplies	3,031,437	10,462,309	25,741,355	41%	36%	42%
Capital Expenditures	4,553,551	13,158,180	25,118,614	52%	33%	67%
Other Exp & Transfers	181,313	653,307	4,058,066	16%	17%	22%
<b>Total General Fund</b>	<b>\$ 47,147,205</b>	<b>\$ 80,283,311</b>	<b>\$ 610,962,908</b>	<b>13%</b>	<b>13%</b>	<b>13%</b>
Food Service	1,005,079	1,958,002	24,429,676	8%	7%	6%
Community Service	2,471,576	5,701,168	27,419,770	21%	18%	19%
Building Construction	2,625,678	3,894,479	8,850,000	44%	19%	-4%
Debt Service	-	4,152,151	15,444,303	27%	28%	29%
Trust	-	-	750,000	0%	0%	0%
<b>Total All Funds</b>	<b>\$ 53,249,537</b>	<b>\$ 95,989,112</b>	<b>\$ 687,856,657</b>	<b>14%</b>	<b>13%</b>	<b>13%</b>



## **FUND BALANCES**

### **I. PURPOSE**

The purpose of this policy is to establish a key element of the financial stability of the District by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the District maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the District's general operations.

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

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

### **III. DEFINITIONS**

- A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the school district's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. "Enabling legislation" means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a school district fund.
- E. "Nonspendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or

714.0

contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.

- F. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- G. “Unassigned” fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. “Unrestricted” fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

#### **IV. CLASSIFICATION OF FUND BALANCES**

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

#### **V. MINIMUM FUND BALANCE**

The school district will strive to maintain a minimum unassigned general fund balance of ten percent of the annual operating budget, which consists of budgets in the Unassigned Fund Balance category. Annually, amounts in excess of ten percent will be transferred to an assigned fund balance to be allocated towards school board approved strategic investments.

#### **VI. ORDER OF RESOURCE USE**

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

#### **VII. COMMITTING FUND BALANCE**

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

#### **VIII. ASSIGNING FUND BALANCE**

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The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent and Chief Financial Officer. Assignments so made shall be reported to the school board on an annual basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

## **IX. REVIEW**

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Anoka-Hennepin School District No. 11  
Anoka, MN 55303  
Adopted: May 9, 2011  
Revised: November 21, 2022

## **FUND BALANCES**

### **I. PURPOSE**

The purpose of this policy is to establish a key element of the financial stability of the District by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the District maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the District's general operations.

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- B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. "Enabling legislation" means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
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714.0

contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.

- F. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
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- H. “Unrestricted” fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

#### **IV. CLASSIFICATION OF FUND BALANCES**

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

#### **V. MINIMUM FUND BALANCE**

The school district will strive to maintain a minimum unassigned general fund balance of ten percent of the annual operating budget, which consists of budgets in the Unassigned Fund Balance category. Annually, amounts in excess of ten percent will be transferred to an assigned fund balance to be allocated towards school board approved strategic investments.

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714.0

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An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

## **IX. REVIEW**

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Anoka-Hennepin School District No. 11  
Coon Rapids, MN 55433  
Adopted: May 9, 2011  
Revised: November 21, 2022



# ANOKA-HENNEPIN SCHOOLS

## EDUCATIONAL SERVICE CENTER

Cory McIntyre, *Superintendent*

2727 N Ferry St. • Anoka, MN 55303

763-506-1000 • Fax: 763-506-1013

ahschools.us

October 17, 2023

To: School Board Members and Superintendent Cory McIntyre

From: Tiffany Audette, CPPB, Director of Purchasing

Re: **Award Recommendation**

**Bid # 24011B-McKinley ES HVAC Replacement and Deferred Maintenance – Phase 2**  
**Opened on Thursday, October 5, 2023, at 2:00 p.m. LT.**

The recap below is a record of the six (6) bids received for this project. The recommendation is made to award a contract to the lowest responsive and responsible bidder, Jorgenson Construction, Inc., of Minneapolis, Minnesota, with the acceptance of base bid for \$1,355,000.00, Alternate #1 for \$99,000.00, Alternate #2 for \$92,000.00, Alternate #3 for \$85,000.00, Alternate #5 for \$27,000.00, and the decline of Alternate #4 for no bid, for a total contract award of \$1,658,000.00.

Response Tab for Solicitation						
24011B McKinley ES HVAC Replacement and Deferred Maintenance - Phase 2			Opening/Due Date: Thursday, October 5, 2023 - 2:00 PM LT			
Bidder	Brennan Companies	Ebert Companies	Jorgenson Construction Inc.	Morcon Construction Company	Parkos Construction	Versacon
Base Bid	\$1,459,000.00	\$1,393,000.00	<b>\$1,355,000.00</b>	\$1,419,000.00	\$1,421,200.00	\$1,449,000.00
Alternate #1	\$104,000.00	\$101,500.00	<b>\$99,000.00</b>	\$118,000.00	\$106,200.00	\$97,800.00
Alternate #2	\$95,500.00	\$96,600.00	<b>\$92,000.00</b>	\$108,000.00	\$103,200.00	\$96,600.00
Alternate #3	\$87,500.00	\$85,800.00	<b>\$85,000.00</b>	\$96,000.00	\$93,200.00	\$89,000.00
Alternate #4	-\$20,000.00	No change	<b>No Bid</b>	-\$20,000.00	No Bid	-\$5,000.00
Alternate #5	\$25,200.00	\$25,200.00	<b>\$27,000.00</b>	\$25,500.00	\$25,700.00	\$27,200.00
Addendum(s) (1, 2, & 3) Acknowledged	X	X	<b>X</b>	X	X	X
Responsible Contractor Act Acknowledged	X	X	<b>X</b>	X	X	X
Bid Bond	X	X	<b>X</b>	X	X	X

**COON RAPIDS ICE CENTER CONTRACT  
ICE RATES - ANOKA-HENNEPIN SCHOOL DISTRICT 11**

This ice facility use agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Anoka-Hennepin Independent School District No. 11, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2023 to August 31, 2024.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER. USER will give priority dates and schedules to PROVIDER and PROVIDER has final authority to schedule the dates and times as close to the desired schedule as possible, while accommodating all contract user groups' needs. USER will provide contact person/s to work with for ice time scheduling to PROVIDER to streamline the point of contact process.

2. RATES: USER agrees to pay the following rates for Ice Center usage:

- a. \$ 238.00 Prime Indoor Ice Hourly Rate
- b. \$ 100.00 Outdoor Ice Hourly Rate
- c. \$ 185.00 Non-Prime Hourly Rate\*
- d. \$ 645.00 Indoor Game Fee (Full Service Game Fee)
- e. \$ 320.00 Outdoor Game Fee (Full Service Game Fee)
- g. 50% of the proceeds of the Net Gate Receipts to PROVIDER.

Game receipts go towards paying the entire Indoor/Outdoor game fee and only after Gate receipts cover that fee, then the remaining Net Gate Receipts are split 50/50 between USER and PROVIDER.

Volume Rates Ice Purchase Policy:

The City may offer volume discounts on ice rates for customers that meet or exceed the minimum threshold of hours purchased in various categories and are under contract.

Prime Ice: over 500 hours.....\$233.00 per hour  
Non-prime ice: over 200 hours .....\$140.00 per hour

\*Note: Customers may not exceed 200 days of use per contract year

\*\*Customers purchasing over 500 hours of Prime ice also receive 16 hours of complimentary ice time directed at recruitment and 4 hours of complimentary ice time per week on the outdoor rink.

The Anoka-Hennepin School District does not meet the criteria for receiving a volume discount based on number of non-prime ice hours used. The Anoka-Hennepin School District also does not meet the criteria for a volume discount on Prime ice hours.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached facility use schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, Ice Center seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s), Zamboni driver(s) and security personnel as

needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.

**Game Fee Charges for Ticketed Events**

The Coon Rapids Ice Center charges game fees to recover costs related to cleaning, staff, security personnel, some room rentals and other needs. Customer game fee needs can vary and charges are reflected accordingly.

**Full Service Game Fee**

Appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s) and security personnel as needed as well as any cleanup/maintenance staff, and some access to rooms for approved use.

Indoor Game fee.....	\$645/per game
Outdoor Game fee .....	\$320/per game

**Modified Service Game Fee**

Appropriate management, and additional staff for clean-up and other needs, and some access to rooms for approved use.

Indoor Game fee.....	\$130/per game
Outdoor Game fee .....	\$130/per game

*By prior arrangement, if the City determines the above services are not necessary for games, a Game Fee will not be charged. This is determined at the discretion of Ice Center Management.*

**Additional Services Game Fee**

Any customer requesting portions of the services provided as part of the Full Service or Modified Service Game Fee will be charged applicable market rates for such services. Fees to be determined by Ice Center Management.

5. COON RAPIDS ICE CENTER ACCESS: Keys and/or electronic access cards to the Ice Center and/or locker rooms are the exclusive property of the City of Coon Rapids and will be issued as deemed necessary by Ice Center management to USER’s approved coaches. Keys and/or access cards must be signed for at the beginning of each High School season and returned no later than two weeks after the last day of the season. Keys and/or electronic access cards may not be duplicated by USER or any of USER’s coaches or personnel. Duplication of keys and/or electronic access cards or other security breaches may be considered a breach of this agreement and, in addition to other remedies, may result in restriction or loss of after hours access privileges. If PROVIDER determines that a breach of security has resulted due to a violation of this paragraph PROVIDER may change the locks or change electronic access codes to the Ice Center at USER’s expense.

6. ANCILLARY USE OF FACILITIES TICKETED EVENTS: PROVIDER will allow USER reasonable access to and use of the Ice Center training and meeting rooms for activities ancillary to the USER’s ice hockey activities without charge. Ancillary uses are defined as team meetings when a coach is present. PROVIDER will allow USER access to and use of the shooting station without charge as an ancillary use due to being a contract customer. PROVIDER will allow USER access to Multi-Use Training Room 1 no charge when available. PROVIDER agrees USER and USER’s support staff shall have access to and use of the Graber Skybox without charge for all home hockey games. This ancillary use is for events such as parents’

nights' and other team activities not considered a meeting. An adult event monitor must be in the Graber Skybox at all times when the room is in use. USER and USER's support staff shall have use of appropriate space, as determined by the PROVIDER, without expense to conduct additional events throughout the term of the contract focused on community engagement and involvement and youth hockey activities (fundraisers, camps, etc.). USER and USER's support staff will be allowed to bring food and beverages but agree not to do so in a manner that competes with PROVIDER's concession stand (typical "continental breakfast" type items are allowed). All ancillary use of the facilities must be scheduled with PROVIDER in advance, and are subject to availability. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER's ancillary use. USER agrees to pay for the actual costs of cleanup as determined by PROVIDER if the PROVIDER determines the ancillary use requires additional cleaning services.

#### **Ancillary facility space – Ticketed Events**

Room usage is included for paying the Game Fee during ticketed events for team events and activities. This includes the shooting station (for contract customers only), conference room, Graber skybox, **dry floor usage** and Training Room 1. All of the ancillary uses must be scheduled in advance with Ice Center management and are subject to availability. Coon Rapids Ice Center Management has the discretion to charge additional Game Fees for cleaning and damage to rooms, if applicable.

7. REMOVAL OF EQUIPMENT: PROVIDER may request USER to remove any equipment that has been purchased, furnished or added to the facility by USER within 30 days if such request is given in writing from PROVIDER to USER.

8. SALE OF MERCHANDISE: USER may sell merchandise, programs and souvenirs in the facility during games, tournaments and special events, with all proceeds being kept by USER. User may grant permission to a commercial vendors to sell merchandise; however, any commercial vendor may be required to pay a permit fee to the City. USER may not sell items similar in nature to items stocked by the PROVIDER in its Pro Shop. Sale locations and sale items must be approved in advance by the Ice Center Manager.

9. **DASHBOARD SALES AND COMMISSION PROGRAM:** Any Contract Customer is allowed to participate in the Coon Rapids Ice Center Dasherboard sales/Commission program. This program is available only to Contract Customers as defined by those who purchase over 200 hours of ice time (Prime or Non-Prime) in a contract year which runs September 1 to August 31.

The Dasherboard Sales/Commission Program allows each contract user to sell up to 3 dasherboards for a fee of \$1000 each, with the Contract User receiving 50% of the sale (for commission and recruitment of the customer) and the Coon Rapids Ice Center will retain the other 50%. Any Contract Customer participating in this program will also be required to sign the "Service Contract Agreement for Dasher Board Ad Sales" which can be obtained by the Ice Center Manager.

10. **ADVERTISING LOGO WALL:** Contract Customers purchasing over 500 prime hours of ice can participate in the advertising logo wall in the Ice Center. Sponsors supporting a

group that purchases over 500 prime hours can display their logo on the advertising wall. Anoka-Hennepin School District 11 does not meet the criteria for access to a logo advertising wall.

11. SPECIAL EVENTS: Contract customers may have up to 2 special events per season that are designed to offer different and/or additional activities in addition to a typical practice or hockey game. Special events must go through the City's "Special Events Permitting Process" which includes filling out a form, going through a checklist, submitting a site plan, permit fees, inspections (if appropriate) and related details. Contract users should work with Ice Center Management, who will then work with the Community and Recreation Services Director to make final determinations on approval of the event.

All special events must be planned at least 60 days in advance; City staff then have up to 14 days to get back to the contract user with approval and/or more questions. All special events will require liability insurance, provided by the contract customer, and the certificate will need to be provided to the City with the City being listed as an additional insured. City staff reserve the right to approve or deny any special event based on staffing capacity and other factors.

12. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the Ice Center-Game Fee and minus their percentage share of net gate receipts set forth in Section 2g above or, if the gate receipts are less than the Ice Center Game Fee, bill USER the amount necessary to cover the Ice Center Game Fee. Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate. Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School's share on the Gate Receipt Worksheet(s) is a positive amount, the PROVIDER shall remit that amount as a payment to the school. If the School's share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill. **PROVIDER must obtain the USER'S ST3 Certificate of Exemption (if applicable) before ice billing can occur. USER is asked to provide current ST3 at the start of the season September 1, 2023.**

13. SURCHARGE FOR CREDIT CARD PURCHASES RELATED TO ICE RENTAL PAYMENTS: If customer chooses to pay for any ice rental by credit card, the purchase will be subject to a 3% surcharge fee to cover the cost of credit card processing.

14. CANCELLATIONS: PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts beyond PROVIDER'S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.

15. ASSIGNMENT: If scheduled ice-time cannot be used within 21 days by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to

reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.

16. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

17. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility. USER will notify Ice Center management at least 60 days in advance of any planned special events (see special events section in section 11 above) or promotions as part of the USER'S ice rental. Ice Center management reserves the right to approve any special events or promotions after determining if such events meet City Code and other regulations of the facility.

18. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.

19. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees as provided in Article 4.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the

premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER’S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a “claims-made basis”, the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. **Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements.** Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

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

USER: ANOKA-HENNEPIN SCHOOL  
DISTRICT NO. 11

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

PROVIDER: CITY OF COON RAPIDS

By: \_\_\_\_\_  
Jerry Koch, Mayor

By: \_\_\_\_\_  
Matt Stemwedel, City Manager

Approved as to form:

By: \_\_\_\_\_  
David Brodie, City Attorney



Anoka Hennepin District 11	1/17/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	1/18/2024	3:00 PM	4:40 PM	1 Indoor Rink	HS Boys Practice	1.67
Anoka Hennepin District 11	1/19/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	1/22/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	1/23/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	1/24/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	1/26/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	1/29/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	1/30/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	1/31/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	2/1/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	2/2/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	2/5/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/7/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/8/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/9/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/12/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	2/13/2024	3:00 PM	4:40 PM	1 Indoor Rink	HS Girls Practice	1.67
Anoka Hennepin District 11	2/14/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	2/15/2024	3:00 PM	4:40 PM	1 Indoor Rink	HS Girls Practice	1.67
Anoka Hennepin District 11	2/16/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Girls Practice	3
Anoka Hennepin District 11	2/19/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/20/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/21/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/22/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/23/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/26/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/27/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/28/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	2/29/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3
Anoka Hennepin District 11	3/1/2024	3:00 PM	6:00 PM	1 Indoor Rink	HS Boys Practice	3

232.02

Account Name	Start Date	Start Time	End Time	Facility	Schedule Notes
Anoka Hennepin District 11	11/11/2023	4:50 PM	9:40 PM	Indoor	HS Girls Game
Anoka Hennepin District 11	11/16/2023	6:10 PM	7:10 PM	Indoor	Inter Squad Scrimmage
Anoka Hennepin District 11	11/28/2023	4:50 PM	9:40 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	12/2/2023	12:50 PM	5:40 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	12/5/2023	4:50 PM	9:40 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	12/14/2023	4:50 PM	9:30 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	12/16/2023	12:50 PM	10:00 PM	Outdoor	HS Hockey Games Boys & Girls
Anoka Hennepin District 11	12/16/2023	2:50 PM	4:20 PM	Indoor	CR Alumni Game
Anoka Hennepin District 11	12/21/2023	4:50 PM	9:30 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	1/6/2024	12:50 PM	5:20 PM	Indoor	HS Girls Game
Anoka Hennepin District 11	1/6/2024	5:30 PM	10:20 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	1/18/2023	4:50 PM	9:40 PM	Indoor	HS Girls Game
Anoka Hennepin District 11	1/20/2024	4:50 PM	9:40 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	1/25/2024	4:50 PM	9:30 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	2/3/2024	12:50 PM	5:20 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	2/3/2024	5:30 PM	10:20 PM	Indoor	HS Girls Game
Anoka Hennepin District 11	2/6/2024	4:50 PM	9:40 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	2/13/2024	4:50 PM	9:40 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	2/15/2024	4:50 PM	9:30 PM	Indoor	HS Boys Game
Anoka Hennepin District 11	2/17/2024	12:40 PM	5:30 PM	Indoor	HS Boys Game



AHC1534

**COON RAPIDS ICE CENTER CONTRACT  
LOCKER ROOM SPACE – ANOKA-HENNEPIN SCHOOL DISTRICT 11**

This ice facility use agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Anoka-Hennepin Independent School District No. 11, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2023 to August 31, 2024.

1. RATES: USER agrees to pay the following rates for Ice Center locker room space:

September 1<sup>st</sup>, 2023 – August 31<sup>st</sup>, 2024

\$	<u>3100.00</u>	Base Fee
\$	<u>515.00</u>	Surcharge on Base Fee for additional space 1
\$	<u>515.00</u>	Surcharge on Base Fee for additional space 2
\$	<u>515.00</u>	Surcharge on Base Fee for additional space 3
\$	<u>4645.00</u>	Total

A base fee is applied to any exclusive locker room agreement within the Coon Rapids Ice Center facility for eligible contract customers. Additional fees are added on to the base fee based on the amount of time the exclusive locker room is in use (whether it be seasonal or all year) and on the amount of locker rooms used in total within the facility.

Base fee.....\$3,100/season\*

Additional surcharge to base fee if locker room use is all year.....\$415\*\*

Additional surcharge to base fee for additional locker room spaces above one....\$515/season\*\*\*

\*The season is defined as September 1 of any year to March 31 of the following year

\*\*Locker room use considered to be all year would be September 1 of any year to August 31 of the following year.

\*\*\*If space is available.

2. LOCKER ROOM CONDITION: USER shall be entitled to exclusive use of certain locker rooms, as determined by PROVIDER, during the term of this agreement. In exchange for exclusive use of the assigned locker rooms USER agrees to keep the locker rooms in a clean, safe and sanitary condition, free of debris, unsightly conditions and unreasonable odor. PROVIDER shall clean the locker rooms and bathrooms on a regular schedule as determined by PROVIDER. PROVIDER will furnish bathroom tissue and paper towels. PROVIDER and USER will conduct a locker room inspection before and after each hockey season to evaluate locker room physical conditions, and other spot checks will be conducted throughout the year. PROVIDER shall have the right to use the locker rooms outside of the hockey season, and said events will be coordinated with the USER.

3. LIABILITY OF LOCKER ROOM SPACE: USER accepts all risk for the storage of items in the exclusive locker space and agrees.

4. CHANGES TO LOCKER ROOM SPACE: USER agrees to get written approval from PROVIDER for any requested changes to the locker room space. No enhancement to the locker room space is allowed without the direct approval from PROVIDER. USER agrees to pay for any requested enhancements to the space.

5. SUBJECT TO INSPECTION: USER understands that PROVIDER has access to locker room space at all times and both spaces will be subject to inspections at various times of the year. USER must also adhere to all requirements as noted by PROVIDER's safety inspector as it relates to proper use of electrical cords and other aspects of the room as noted by PROVIDER's safety inspector.

6. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. **Such documents evidencing Insurance shall**

be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

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

USER: Anoka-Hennepin School District

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

PROVIDER: CITY OF COON RAPIDS

By: \_\_\_\_\_  
Jerry Koch, Mayor

By: \_\_\_\_\_  
Matt Stemwedel, City Manager

Approved as to form:

By: \_\_\_\_\_  
David Brodie, City Attorney



## Ice and Facility Rental Agreement

This ice and facility rental agreement (“the Agreement”) is entered this 21 day of September 2023, between the City of Champlin (“City”), and Anoka Hennepin School District 11 (“District 11”), a tax-exempt entity existing under the laws of the State of Minnesota.

City is the owner of real property and the improvements made thereon located at 12165 Ensign Avenue North, in the City of Champlin, Hennepin County, State of Minnesota, commonly known as the Champlin Ice Forum (the “Facility”)

District 11 desires to rent from City and City desires to rent to District 11 certain portions of the Ice Forum at specified times.

THEREFORE, in consideration the keeping and performance of the conditions and promises set forth in this Agreement, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Schedule of Time:** The City agrees to rent to District 11’s high school boys’ and girls’ hockey teams certain portions of the Ice Forum at the times and dates shown on the attached Ice Use Schedule and in accordance with the terms of this Agreement. Such schedule may be amended from time to time upon the written agreement of both parties’ representatives, or as deemed necessary at the discretion of the Ice Forum Manager.
2. **Term:** This agreement will commence on October 31, 2023, and will continue until March 7, 2024.
3. **Rates:** District 11 agrees to pay the following rates for ice and facility usage:
  - a. *Ice Rental:* \$240.00 per hour.
  - b. *Facility Rental:* \$600.00 per Boys and Girls games as flat rental fees hosted at the Facility. (Note: This fee is above and beyond the hourly ice rental rate as listed in Section 3(a) of this Agreement.)
  - c. *Gate Receipts:* 50% of the net gate receipts for games hosted at the Facility. (Note: This fee is above and beyond the hourly ice rental rate as listed in Section 3(a) of this Agreement.
  - d. \$10.00 per ice hour used (locker room cleaning fee)
  - e. All rates will be billed in accordance with Section 5 of this Agreement.
4. **Prime Hours:** Prime hours are described in the attached Ice Use Schedule.

**5. Billing, Payments and Remission of Rates:**

- a. *Ice Rental:* The City will bill District 11 for ice rental fees by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time.
- b. *Facility Rental and Gate Receipts:* The City will submit a full and complete accounting of the total gate receipts collected during any game hosted at the Facility and pay to District 11 an amount equal to the total gate receipts minus the Facility Rental fee and minus the City's Gate Receipt share. If the gate receipts are less than the Facility Rental fee, the City will bill District 11 for the deficit. Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of any punch tickets presented at the gate.
- c. Upon proper billing and remittance of documentation by City, District 11 will promptly pay the City the amount billed.
- d. If District 11's share of the gate receipts exceeds the amount due to the City, the City will, within a reasonable time of the accounting, remit such amount to the high school which utilized the Facility.

**6. Use of Facility:**

- a. District 11 agrees to use and occupy the Facility solely for the purpose of conducting seasonal hockey activities in accordance with the terms of this Agreement.
- b. District 11 agrees not to use, nor permit any portion of the Facility to be used, for any illegal purpose or for any purpose that would cause an increase in or cancellation of the existing rate of insurance on the Facility.
- c. District 11 agrees to use the Facility according to the Rules and Regulations of the City of Champlin, which will be adopted and posted from time to time within the Ice Forum.

**7. Insurance:** Both parties will maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Forum. Such insurance will be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage. In addition, District 11 will name the City as an additional insured with respect to its own operation on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.

**8. Services:** In exchange for the rental rates set forth in Section 3 of this Agreement, the City agrees to provide a useable ice surface, secure and clean locker facilities, and parking facilities. On game days the City will also provide facility seating for spectators, appropriate management, ticket seller(s), time/score keeper(s), ice resurfacers driver(s), and security personnel as needed. Cleanup on game days will be provided by the City.

**9. Covenant to Hold Harmless:**

- a. District 11 acknowledges that the City has not asserted or accepted any responsibility for supervision, security, or control of District 11's property or activities conducted on the Facility, or any part connected or contiguous thereto. District 11 is solely responsible to provide security for its equipment kept in the Facility and shall be solely responsible to provide supervision of its students, staff and spectators, on and off the ice.
- b. District 11's athletes and coaching staff assume all risks of personal injury arising from its usage of the Facility or any part connected or contiguous thereto which result from an act or failure to act on the part of District 11 or others over whom it has supervisory responsibility.
- c. District 11 assumes responsibility for damages to the Facility or any part connected or contiguous thereto arising out of negligence or fault of District 11 under its performance of this Agreement. The City will notify District 11 of any damages and allow a reasonable opportunity for review of the damage before repairs are made. The City is responsible for the repair or replacement of facility property and will invoice District 11 for the damages. District 11's obligation will be to reimburse to the City for the cost of labor and replacement of like-kind and quality of equipment and materials.
- d. District 11 agrees to indemnify and hold harmless the City from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of District 11, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility; or (ii.) any accident, injury, death or damage, to any person or property occurring in the Facility or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of District 11, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility, excluding claims arising from the City's performance under this Agreement.
- e. The City agrees to indemnify and hold harmless District 11 from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of the City, its licensees, agents, or employees; or (ii.) any accident, injury, death, or damage to any person or property occurring in the Facility or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of the City, its licensees, agents, or employees, excluding claims arising from District 11's performance under this Agreement.

**10. Cancellations:** The City shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of the City, its agents, or employees, such as but not limited to equipment failure, loss of power, severe weather, or other acts of God. In the event of such an occurrence, the City will attempt to reschedule District 11 ice times or District 11 may cancel and receive a return of any fees paid but not yet used. In the event District 11 cancels the hours agreed to in this agreement, full payment for these hours will be required by district 11 to the city.

**11. Breach:** The City may cancel this agreement for any material breach by District 11 of the terms of this agreement.

**12. Damage or Destruction:** If during the term of this Agreement the Facility is damaged by fire or other casualty, not arising from fault or negligence of District 11 or its assigns, so that the Facility is rendered unfit for use, then either District 11 or the City may terminate this Agreement upon thirty (30) days written notice to the other. Further, should such occur, the City agrees to return any rates paid in accordance with Section 3 of this Agreement but not yet used.

**13. Assignment:** If scheduled ice time cannot be used by District 11, they agree to promptly notify the City in writing as early as feasibly possible, and the City will reasonably attempt to assign that time to another group. If the time cannot be assigned to another group, District 11 agrees to pay for its originally scheduled time(s). District 11 agrees to not assign or otherwise transfer its interest in its scheduled ice time in any other manner than the process set forth in this section.

**14. Signage:** District 11 recognizes that it does not have rights to post any signs without the express written consent of the City, and any signs so consented will conform to and be consistent with the sign usage policy of the City of Champlin.

**15. Notice:** Whenever this Agreement requires notice to be given by either party to the other, except where oral notice is allowed, the notice must be given in writing and sent by certified mail, addressed as follows:

If to District 11: Anoka Hennepin School District, 2727 North Ferry Street, Anoka MN 55303

If to the City: City of Champlin, 11955 Champlin Drive, Champlin, MN 55316

**16. Miscellaneous:**

- a. It is agreed that no assent, express or implied, to any breach of anyone or more of the covenants or agreements herein contained will be deemed or taken to be a waiver of any succeeding or other breach.
- b. Severance: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Agreement will remain in full force and will in no way be affected, impaired or invalidated.
- c. No Oral Agreements: This Agreement includes in full each agreement of every kind between the parties concerning the Facility, and all preliminary negotiations and agreements of any kind or nature are merged in this Agreement. There are no oral agreements or implied covenants in connection with this Agreement. Any modifications to the Agreement must be made in writing, signed by both parties.
- d. Governing Law: This Agreement is governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

**City of Champlin**  
11955 Champlin Drive  
Champlin, MN 55316

**Anoka Hennepin School District 11**  
2727 North Ferry Street  
Anoka, MN 55303

**By Its: Ice Forum Facilities Manager**

**By Its: Anoka Hennepin School Board Chair**

\_\_\_\_\_  
Nick Powell

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Ice Forum at Champlin**

Acct ID:

12165 Ensign Avenue North  
Champlin, MN 55316Phone: 763.923.7132  
Fax: 763.421.7624  
Email:  
npowell@ci.champlin.mn.us**Customer Schedule**

16-Oct-23 - 22-Apr-24

**CPCR practice ice**Matt Mattson  
6025 109th Avenue North  
Champlin, MN 55316

Matt Mattson

Work Phone: 763.506.6821

Date	Day	Complex	Facility	Event Type	Start Time	End Time	Dur. (Min)
30-Oct-23	Mon	CIF	Main Rink	Ice Rental	3:00 PM	5:15 PM	135
31-Oct-23	Tue	CIF	Main Rink	Ice Rental	3:00 PM	5:45 PM	165
01-Nov-23	Wed	CIF	Main Rink	Ice Rental	3:00 PM	5:45 PM	165
02-Nov-23	Thu	CIF	Main Rink	Ice Rental	3:00 PM	5:45 PM	165
13-Nov-23	Mon	CIF	Main Rink	Ice Rental	7:45 PM	8:45 PM	60
13-Nov-23	Mon	CIF	Main Rink	Ice Rental	9:00 PM	10:00 PM	60
15-Nov-23	Wed	CIF	Main Rink	Ice Rental	6:00 PM	7:00 PM	60
16-Nov-23	Thu	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
17-Nov-23	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
17-Nov-23	Fri	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
22-Nov-23	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
27-Nov-23	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
27-Nov-23	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
29-Nov-23	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
30-Nov-23	Thu	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
30-Nov-23	Thu	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
01-Dec-23	Fri	CIF	Main Rink	Ice Rental	12:30 PM	1:30 PM	60
01-Dec-23	Fri	CIF	Main Rink	Ice Rental	1:45 PM	2:45 PM	60
11-Dec-23	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
11-Dec-23	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
13-Dec-23	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
14-Dec-23	Thu	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
14-Dec-23	Thu	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
15-Dec-23	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
26-Dec-23	Tue	CIF	Main Rink	Ice Rental	12:30 PM	1:30 PM	60
26-Dec-23	Tue	CIF	Main Rink	Ice Rental	1:45 PM	2:45 PM	60
27-Dec-23	Wed	CIF	Main Rink	Ice Rental	12:30 PM	1:30 PM	60
27-Dec-23	Wed	CIF	Main Rink	Ice Rental	1:45 PM	2:45 PM	60
08-Jan-24	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
08-Jan-24	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60

\* Indicates event spans multiple days.

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10-Jan-24	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
11-Jan-24	Thu	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
12-Jan-24	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
22-Jan-24	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
22-Jan-24	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
24-Jan-24	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
25-Jan-24	Thu	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
25-Jan-24	Thu	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
26-Jan-24	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
05-Feb-24	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
06-Feb-24	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
07-Feb-24	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
08-Feb-24	Thu	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
09-Feb-24	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75

57.25 (hrs)

\* Indicates event spans multiple days.

**Ice Forum at Champlin**

Acct ID:

12165 Ensign Avenue North  
Champlin, MN 55316Phone: 763.923.7132  
Fax: 763.421.7624  
Email:  
npowell@ci.champlin.mn.us**Customer Schedule****16-Oct-23 - 22-Apr-24****CPCR vs game**Matt Mattson  
6025 109th Avenue North  
Champlin, MN 55316**Matt Mattson**

Work Phone: 763.506.6821

<b>Date</b>	<b>Day</b>	<b>Complex</b>	<b>Facility</b>	<b>Event Type</b>	<b>Start Time</b>	<b>End Time</b>	<b>Dur. (Min)</b>
28-Nov-23	Tue	CIF anoka	Main Rink	Ice Rental	4:30 PM	9:00 PM	270
12-Dec-23	Tue	CIF opc	Main Rink	Ice Rental	4:30 PM	9:00 PM	270
09-Jan-24	Tue	CIF armstrong/cooper	Main Rink	Ice Rental	4:30 PM	9:00 PM	270
23-Jan-24	Tue	CIF rogers	Main Rink	Ice Rental	4:30 PM	9:00 PM	270
27-Jan-24	Sat	CIF centennial/slp	Main Rink	Ice Rental	12:30 PM	5:00 PM	270

**22.5 (hrs)**

# Ice Forum at Champlin

Acct ID:

12165 Ensign Avenue North  
Champlin, MN 55316Phone: 763.923.7132  
Fax: 763.421.7624  
Email:  
npowell@ci.champlin.mn.us

## Customer Schedule

16-Oct-23 - 22-Apr-24

### CPHS Practice Ice

Matt Mattson  
6025 109th Avenue North  
Champlin, MN 55316

Matt Mattson

Work Phone: 763.506.6821

Date	Day	Complex	Facility	Event Type	Start Time	End Time	Dur. (Min)
13-Nov-23	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
13-Nov-23	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
14-Nov-23	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
14-Nov-23	Tue	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
15-Nov-23	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
15-Nov-23	Wed	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
16-Nov-23	Thu	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
17-Nov-23	Fri	CIF	Main Rink	Ice Rental	7:15 AM	9:00 AM	105
		Pictures					
17-Nov-23	Fri	CIF	Main Rink	Ice Rental	9:00 AM	10:00 AM	60
17-Nov-23	Fri	CIF	Main Rink	Ice Rental	10:15 AM	11:15 AM	60
20-Nov-23	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
20-Nov-23	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
21-Nov-23	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
21-Nov-23	Tue	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
22-Nov-23	Wed	CIF	Main Rink	Ice Rental	4:45 PM	5:45 PM	60
22-Nov-23	Wed	CIF	Main Rink	Ice Rental	6:00 PM	7:00 PM	60
23-Nov-23	Thu	CIF	Main Rink	Ice Rental	9:00 AM	10:00 AM	60
23-Nov-23	Thu	CIF	Main Rink	Ice Rental	10:15 AM	11:15 AM	60
24-Nov-23	Fri	CIF	Main Rink	Ice Rental	9:00 AM	10:00 AM	60
24-Nov-23	Fri	CIF	Main Rink	Ice Rental	10:15 AM	11:15 AM	60
27-Nov-23	Mon	CIF	Main Rink	Ice Rental	7:45 PM	8:45 PM	60
27-Nov-23	Mon	CIF	Main Rink	Ice Rental	9:00 PM	10:00 PM	60
28-Nov-23	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
29-Nov-23	Wed	CIF	Main Rink	Ice Rental	4:45 PM	5:45 PM	60
29-Nov-23	Wed	CIF	Main Rink	Ice Rental	6:00 PM	7:00 PM	60
01-Dec-23	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
01-Dec-23	Fri	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
04-Dec-23	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
04-Dec-23	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
05-Dec-23	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75

\* Indicates event spans multiple days.

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05-Dec-23	Tue	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
06-Dec-23	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
06-Dec-23	Wed	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
08-Dec-23	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
08-Dec-23	Fri	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
11-Dec-23	Mon	CIF	Main Rink	Ice Rental	7:45 PM	8:45 PM	60
11-Dec-23	Mon	CIF	Main Rink	Ice Rental	9:00 PM	10:00 PM	60
12-Dec-23	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
13-Dec-23	Wed	CIF	Main Rink	Ice Rental	4:45 PM	5:45 PM	60
13-Dec-23	Wed	CIF	Main Rink	Ice Rental	6:00 PM	7:00 PM	60
15-Dec-23	Fri	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
18-Dec-23	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
18-Dec-23	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
20-Dec-23	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
20-Dec-23	Wed	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
22-Dec-23	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
22-Dec-23	Fri	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
26-Dec-23	Tue	CIF	Main Rink	Ice Rental	9:00 AM	10:00 AM	60
26-Dec-23	Tue	CIF	Main Rink	Ice Rental	10:15 AM	11:15 AM	60
01-Jan-24	Mon	CIF	Main Rink	Ice Rental	12:00 PM	1:00 PM	60
01-Jan-24	Mon	CIF	Main Rink	Ice Rental	1:15 PM	2:15 PM	60
02-Jan-24	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
02-Jan-24	Tue	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
03-Jan-24	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
03-Jan-24	Wed	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
05-Jan-24	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
05-Jan-24	Fri	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
08-Jan-24	Mon	CIF	Main Rink	Ice Rental	7:45 PM	8:45 PM	60
08-Jan-24	Mon	CIF	Main Rink	Ice Rental	9:00 PM	10:00 PM	60
09-Jan-24	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:30 PM	90
10-Jan-24	Wed	CIF	Main Rink	Ice Rental	4:45 PM	5:45 PM	60
10-Jan-24	Wed	CIF	Main Rink	Ice Rental	6:00 PM	7:00 PM	60
12-Jan-24	Fri	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
15-Jan-24	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
15-Jan-24	Mon	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
16-Jan-24	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
16-Jan-24	Tue	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
17-Jan-24	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
17-Jan-24	Wed	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
19-Jan-24	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
19-Jan-24	Fri	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
22-Jan-24	Mon	CIF	Main Rink	Ice Rental	7:45 PM	8:45 PM	60

\* Indicates event spans multiple days.

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22-Jan-24	Mon	CIF	Main Rink	Ice Rental	9:00 PM	10:00 PM	60
24-Jan-24	Wed	CIF	Main Rink	Ice Rental	4:45 PM	5:45 PM	60
24-Jan-24	Wed	CIF	Main Rink	Ice Rental	6:00 PM	7:00 PM	60
26-Jan-24	Fri	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
29-Jan-24	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
29-Jan-24	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
30-Jan-24	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
30-Jan-24	Tue	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
31-Jan-24	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
31-Jan-24	Wed	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
01-Feb-24	Thu	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
01-Feb-24	Thu	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
05-Feb-24	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
05-Feb-24	Mon	CIF	Main Rink	Ice Rental	7:45 PM	8:45 PM	60
06-Feb-24	Tue	CIF	Main Rink	Ice Rental	4:45 PM	5:45 PM	60
06-Feb-24	Tue	CIF	Main Rink	Ice Rental	6:00 PM	7:00 PM	60
07-Feb-24	Wed	CIF	Main Rink	Ice Rental	4:45 PM	5:45 PM	60
07-Feb-24	Wed	CIF	Main Rink	Ice Rental	6:00 PM	7:00 PM	60
09-Feb-24	Fri	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
12-Feb-24	Mon	CIF	Main Rink	Ice Rental	3:00 PM	4:00 PM	60
12-Feb-24	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
13-Feb-24	Tue	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
13-Feb-24	Tue	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
14-Feb-24	Wed	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
14-Feb-24	Wed	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
15-Feb-24	Thu	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
15-Feb-24	Thu	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
16-Feb-24	Fri	CIF	Main Rink	Ice Rental	3:00 PM	4:15 PM	75
16-Feb-24	Fri	CIF	Main Rink	Ice Rental	4:30 PM	5:45 PM	75
19-Feb-24	Mon	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
20-Feb-24	Tue	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
21-Feb-24	Wed	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
22-Feb-24	Thu	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60
23-Feb-24	Fri	CIF	Main Rink	Ice Rental	4:15 PM	5:15 PM	60

120.5 (hrs)

\* Indicates event spans multiple days.

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Page 1

**Ice Forum at Champlin**

Acct ID:

12165 Ensign Avenue North  
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npowell@ci.champlin.mn.us**Customer Schedule****16-Oct-23 - 22-Apr-24****CPHS vs game**Matt Mattson  
6025 109th Avenue North  
Champlin, MN 55316**Matt Mattson**

Work Phone: 763.506.6821

Date	Day	Complex	Facility	Event Type	Start Time	End Time	Dur. (Min)
07-Dec-23	Thu	CIF	Main Rink coon rapids	Ice Rental	4:30 PM	9:00 PM	270
21-Dec-23	Thu	CIF	Main Rink centennial	Ice Rental	4:30 PM	9:00 PM	270
04-Jan-24	Thu	CIF	Main Rink blaine	Ice Rental	4:30 PM	9:00 PM	270
11-Jan-24	Thu	CIF	Main Rink rogers	Ice Rental	4:30 PM	9:00 PM	270
20-Jan-24	Sat	CIF	Main Rink ossco	Ice Rental	12:30 PM	5:00 PM	270
27-Jan-24	Sat	CIF	Main Rink totino-grace	Ice Rental	5:00 PM	10:00 PM	300
02-Feb-24	Fri	CIF	Main Rink duluth east	Ice Rental	4:30 PM	9:00 PM	270
03-Feb-24	Sat	CIF	Main Rink cloquet	Ice Rental	12:30 PM	5:00 PM	270
08-Feb-24	Thu	CIF	Main Rink anoka	Ice Rental	4:30 PM	9:00 PM	270
							<b>41.0 (hrs)</b>

*End of Listing*

\* Indicates event spans multiple days.



## Champlin Ice Forum Locker Room Lease

This Lease Agreement (“Lease”) is entered this 21 day of September 2023, between the City of Champlin (“Lessor”), and Anoka Hennepin School District 11, (“Lessee”), a non-profit and tax-exempt organization existing under the laws of the State of Minnesota.

Lessor is the owner of real property and the improvements made thereon located at 12165 Ensign Avenue North, in the City of Champlin, Hennepin County, State of Minnesota, commonly known as the Champlin Ice Forum (the “Property”).

Lessee desires to lease from Lessor and Lessor desires to lease to Lessee the following property:

The Girls Varsity Locker Room and Coach’s Office within the Champlin Ice Forum, 12165 Ensign Avenue North, Champlin, MN 55316 (the “Leased Premises”).

THEREFORE, in consideration of the payment of rent and the keeping and performance of the conditions and promises set forth in this Lease, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Lease of Premises:** Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises on the terms and conditions set forth in this Lease.
2. **Term:** The Lease will commence on October 1, 2023 and will continue until September 30, 2024.
3. **Use of Leased Premises:**
  - a. The Lessee agrees to use and occupy the Leased Premises for the sole purpose of storing equipment and conducting seasonal hockey activities during the term of the high school girl’s hockey season.
  - b. Lessee agrees not to use, nor permit any portion of the Leased Premises to be used, for any illegal purpose or for any purpose that would cause an increase in or cancellation of the existing rate of insurance on the Property.
  - c. At the termination or expiration of this Lease, Lessee agrees to surrender the Leased Premises in a neat and orderly condition and in as good of condition as exists at the time of the commencement of this Lease, reasonable wear and tear accepted, not including intentional damage and vandalism caused by Lessee or its assigns.
4. **Rent:** The Lessee agrees to pay to Lessor as rent for the Leased Premise a flat rate of three thousand five hundred dollars and no cents (\$3,500.00) per high school girl’s hockey season. Lessee will pay rent in advance on September 30, 2023. The agreed rental amount includes reasonable use of water, gas, sewer, electricity, and other utilities used by Lessee in connection with the Leased Premises. Any utilities used in excess of a reasonable amount will be paid by Lessee in addition to the flat rental fee.

5. **Damage Deposit:** The Lessee and Lessor agree to waive a damage deposit. Lessee agrees to reimburse Lessor the cost of time and materials to repair all damage done by Lessee.
6. **Insurance:** Both parties will maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Forum. Such insurance will be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a “claims-made basis”, the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage. In addition, District 11 will name the City as an additional insured with respect to its own operation on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.
7. **Maintenance, Repair, Improvements and Alterations:**
  - a. Lessee agrees to maintain the Leased Premises, meaning keep it free from waste and debris. Lessee further agrees to take such other necessary actions as required to ensure the Leases Premises will be surrendered in a neat and orderly condition and in as good of condition as exists at the time of the commencement of this lease, reasonable wear and tear accepted, not including intentional damage and vandalism caused by Lessee in accordance with Section 3(c) of this Agreement.
  - b. Lessee agrees to not make or suffer to be made any alterations or improvements of any part of the Leased Premises without prior consent of the Lessor.
  - c. The Lessor agrees to maintain and repair the entire sewer and water extensions, sinks, and other equipment installed, electrical installations and the structures subject to Section 7(d) of this Agreement.
  - d. If any maintenance, repair, improvement, or alteration is conducted by Lessor because of negligence or fault of Lessee or its assigns, Lessor may collect payment of such maintenance, repair, improvement, or alteration from Lessee after allowing Lessee a reasonable opportunity for review of the damage before any such changes are made.
8. **Access to Leased Premises:**
  - a. During the term of the Lease, Lessor will turn over to Lessee one set of keys which will allow Lessee to access all Leased Premises. Lessee will not in any way duplicate or permit duplication of such keys. In the event such keys become lost or inoperable due to fault of Lessee, Lessee will be responsible for any replacement cost and any re-keying fees incurred, if applicable.
  - b. Subject to reasonable prior oral notice, Lessor and its authorized representatives have the right to enter the Leased Premises for the purpose of inspection, making repairs, additions, or alterations, and for exhibiting the same to prospective tenants or purchasers.
9. **Covenant to Hold Harmless:**
  - a. Lessee acknowledges that Lessor has not asserted or accepted any responsibility for supervision, security or control of Lessee’s property or activities conducted on the Property or any part connected or contiguous thereto. Lessee is solely responsible to provide security for its equipment kept on the Property and shall be solely responsible to

provide supervision of its students, staff, and spectators, in and out of the Leased Premises.

- b. Lessee's athletes and coaching staff assume all risks of personal injury arising from its usage of the Leased Premises or any part connected or contiguous thereto which result from an act or failure to act on the part of Lessee or others over whom it has supervisory responsibility.
  - c. Lessee assumes responsibility for damages to the Leased Premises or any part connected or contiguous thereto arising out of negligence or fault of Lessee under its performance of this Agreement and agrees to pay for any such damage in accordance with Section 7(d) of this Agreement.
  - d. Lessee agrees to indemnify and hold harmless Lessor from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of Lessee, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility; or (ii.) any accident, injury, death or damage, to any person or property occurring in the Leased Premises or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of Lessee, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility, excluding claims arising from the Lessor's performance under this Lease.
  - e. Lessor agrees to indemnify and hold harmless Lessee from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of Lessor, its licensees, agents, or employees; or (ii.) any accident, injury, death, or damage to any person or property occurring in the Leased Premises or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of Lessor, its licensees, agents, or employees, excluding claims arising from Lessee's performance under this Lease.
- 10. Breach:** If Lessee breaches any covenant of this Lease, Lessor may, at its option, declare this Lease forfeited and re-enter the Leased Premises, with or without process of law and take possession.
- 11. Abandonment:** At the earliest of either the termination or expiration of this Lease or the completion of the high school girl's hockey season, Lessee shall have five (5) business days to remove all personal property owned by Lessee from the Property. Any personal property remaining on the Property after such time will, at the option of Lessor, be deemed abandoned and Lessor may dispose of as it deems fit.
- 12. Damage or Destruction:** If during the term of this Lease the Leased Premises or Property are damaged by fire or other casualty, not arising from fault or negligence of Lessee or its assigns, so that the Leased Premises or Property is rendered unfit for use, then either Lessee or Lessor may terminate this Lease upon thirty (30) days written notice to the other. Further, should such occur, Lessor agrees to return a pro rata portion of the rental fee to Lessee within a reasonable time after the termination of the Lease.
- 13. Assignment and Subletting:** Lessee agrees to not assign this Lease or any interest in this Lease, to not sublet the Leased Premises or any part of them, or any right or privilege appurtenant to them, or permit any person other than the agents and servants of Lessor to occupy or use the

Leased Premises without prior written consent of the Lessor, which may be unreasonably withheld.

**14. Notice:** Whenever this Lease requires notice to be given by either party to the other, except where oral notice is allowed, the notice must be given in writing and sent by certified mail, addressed as follows:

If to Lessee: Anoka Hennepin School District 11, 2727 North Ferry Street, Anoka, MN 55303

If to Lessor: City of Champlin, 11955 Champlin Drive, Champlin, MN 55316.

**15. Miscellaneous:**

- a. It is agreed that no assent, express or implied, to any breach of anyone or more of the covenants or agreements herein contained will be deemed or taken to be a waiver of any succeeding or other breach.
- b. Severance: If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Lease will remain in full force and will in no way be affected, impaired or invalidated.
- c. No Oral Agreements: This Lease includes in full each agreement of every kind between the parties concerning the Leased Premises, and all preliminary negotiations and agreements of any kind or nature are merged in this Lease. There are no oral agreements or implied covenants in connection with this Lease. Any modifications to the Lease must be made in writing, signed by both parties.
- d. Governing Law: This Lease is governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

**City of Champlin, Lessor**  
11955 Champlin Drive  
Champlin, MN 55316

**Anoka Hennepin School District 11, Lessee**  
2727 North Ferry Street  
Anoka, MN 55303

By Its: Ice Forum Facilities Manager

By Its: \_\_\_\_\_

\_\_\_\_\_  
Nick Powell

AHC1537



## Champlin Ice Forum Locker Room Lease

This Lease Agreement (“Lease”) is entered this 21 day of September 2023, between the City of Champlin (“Lessor”), and Anoka Hennepin School District 11, (“Lessee”), a non-profit and tax-exempt organization existing under the laws of the State of Minnesota.

Lessor is the owner of real property and the improvements made thereon located at 12165 Ensign Avenue North, in the City of Champlin, Hennepin County, State of Minnesota, commonly known as the Champlin Ice Forum (the “Property”).

Lessee desires to lease from Lessor and Lessor desires to lease to Lessee the following property:

The Boys Varsity Locker Room and Coach’s Office within the Champlin Ice Forum, 12165 Ensign Avenue North, Champlin, MN 55316 (the “Leased Premises”).

THEREFORE, in consideration of the payment of rent and the keeping and performance of the conditions and promises set forth in this Lease, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Lease of Premises:** Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises on the terms and conditions set forth in this Lease.
2. **Term:** The Lease will commence on October 1, 2023 and will continue until September 30, 2024.
3. **Use of Leased Premises:**
  - a. The Lessee agrees to use and occupy the Leased Premises for the sole purpose of storing equipment and conducting seasonal hockey activities during the term of the high school boy’s hockey season.
  - b. Lessee agrees not to use, nor permit any portion of the Leased Premises to be used, for any illegal purpose or for any purpose that would cause an increase in or cancellation of the existing rate of insurance on the Property.
  - c. At the termination or expiration of this Lease, Lessee agrees to surrender the Leased Premises in a neat and orderly condition and in as good of condition as exists at the time of the commencement of this Lease, reasonable wear and tear accepted, not including intentional damage and vandalism caused by Lessee or its assigns.
4. **Rent:** The Lessee agrees to pay to Lessor as rent for the Leased Premise a flat rate of five thousand dollars and no cents (\$5,000.00) per high school boy’s hockey season. Lessee will pay rent in advance on September 30, 2023. The agreed rental amount includes reasonable use of water, gas, sewer, electricity, and other utilities used by Lessee in connection with the Leased Premises. Any utilities used in excess of a reasonable amount will be paid by Lessee in addition to the flat rental fee.
5. **Damage Deposit:** The Lessee and Lessor agree to waive a damage deposit. Lessee agrees to reimburse Lessor the cost of time and materials to repair all damage done by Lessee.

**6. Insurance:** Both parties will maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Forum. Such insurance will be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a “claims-made basis”, the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage. In addition, District 11 will name the City as an additional insured with respect to its own operation on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.

**7. Maintenance, Repair, Improvements and Alterations:**

- a. Lessee agrees to maintain the Leased Premises, meaning keep it free from waste and debris. Lessee further agrees to take such other necessary actions as required to ensure the Leases Premises will be surrendered in a neat and orderly condition and in as good of condition as exists at the time of the commencement of this lease, reasonable wear and tear accepted, not including intentional damage and vandalism caused by Lessee in accordance with Section 3(c) of this Agreement.
- b. Lessee agrees to not make or suffer to be made any alterations or improvements of any part of the Leased Premises without prior consent of the Lessor.
- c. The Lessor agrees to maintain and repair the entire sewer and water extensions, sinks, and other equipment installed, electrical installations and the structures subject to Section 7(d) of this Agreement.
- d. If any maintenance, repair, improvement, or alteration is conducted by Lessor because of negligence or fault of Lessee or its assigns, Lessor may collect payment of such maintenance, repair, improvement or alteration from Lessee after allowing Lessee a reasonable opportunity for review of the damage before any such changes are made.

**8. Access to Leased Premises:**

- a. During the term of the Lease, Lessor will turn over to Lessee one set of keys which will allow Lessee to access all Leased Premises. Lessee will not in any way duplicate or permit duplication of such keys. In the event such keys become lost or inoperable due to fault of Lessee, Lessee will be responsible for any replacement cost and any re-keying fees incurred, if applicable.
- b. Subject to reasonable prior oral notice, Lessor and its authorized representatives have the right to enter the Leased Premises for the purpose of inspection, making repairs, additions or alterations, and for exhibiting the same to prospective tenants or purchasers.

**9. Covenant to Hold Harmless:**

- a. Lessee acknowledges that Lessor has not asserted or accepted any responsibility for supervision, security or control of Lessee’s property or activities conducted on the Property or any part connected or contiguous thereto. Lessee is solely responsible to provide security for its equipment kept on the Property and shall be solely responsible to provide supervision of its students, staff and spectators, in and out of the Leased Premises.

- b. Lessee's athletes and coaching staff assume all risks of personal injury arising from its usage of the Leased Premises or any part connected or contiguous thereto which result from an act or failure to act on the part of Lessee or others over whom it has supervisory responsibility.
  - c. Lessee assumes responsibility for damages to the Leased Premises or any part connected or contiguous thereto arising out of negligence or fault of Lessee under its performance of this Agreement and agrees to pay for any such damage in accordance with Section 7(d) of this Agreement.
  - d. Lessee agrees to indemnify and hold harmless Lessor from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of Lessee, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility: or (ii.) any accident, injury, death or damage, to any person or property occurring in the Leased Premises or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of Lessee, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility, excluding claims arising from the Lessor's performance under this Lease.
  - e. Lessor agrees to indemnify and hold harmless Lessee from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of Lessor, its licensees, agents, or employees: or (ii.) any accident, injury, death, or damage to any person or property occurring in the Leased Premises or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of Lessor, its licensees, agents, or employees, excluding claims arising from Lessee's performance under this Lease.
- 10. Breach:** If Lessee breaches any covenant of this Lease, Lessor may, at its option, declare this Lease forfeited and re-enter the Leased Premises, with or without process of law and take possession.
- 11. Abandonment:** At the earliest of either the termination or expiration of this Lease or the completion of the high school boy's hockey season, Lessee shall have five (5) business days to remove all personal property owned by Lessee from the Property. Any personal property remaining on the Property after such time will, at the option of Lessor, be deemed abandoned and Lessor may dispose of as it deems fit.
- 12. Damage or Destruction:** If during the term of this Lease the Leased Premises or Property are damaged by fire or other casualty, not arising from fault or negligence of Lessee or its assigns, so that the Leased Premises or Property is rendered unfit for use, then either Lessee or Lessor may terminate this Lease upon thirty (30) days written notice to the other. Further, should such occur, Lessor agrees to return a pro rata portion of the rental fee to Lessee within a reasonable time after the termination of the Lease.
- 13. Assignment and Subletting:** Lessee agrees to not assign this Lease or any interest in this Lease, to not sublet the Leased Premises or any part of them, or any right or privilege appurtenant to them, or permit any person other than the agents and servants of Lessor to occupy or use the Leased Premises without prior written consent of the Lessor, which may be unreasonably withheld.

**14. Notice:** Whenever this Lease requires notice to be given by either party to the other, except where oral notice is allowed, the notice must be given in writing and sent by certified mail, addressed as follows:

If to Lessee: Anoka Hennepin School District 11, 2727 North Ferry Street, Anoka, MN 55303

If to Lessor: City of Champlin, 11955 Champlin Drive, Champlin, MN 55316.

**15. Miscellaneous:**

- a. It is agreed that no assent, express or implied, to any breach of anyone or more of the covenants or agreements herein contained will be deemed or taken to be a waiver of any succeeding or other breach.
- b. Severance: If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Lease will remain in full force and will in no way be affected, impaired or invalidated.
- c. No Oral Agreements: This Lease includes in full each agreement of every kind between the parties concerning the Leased Premises, and all preliminary negotiations and agreements of any kind or nature are merged in this Lease. There are no oral agreements or implied covenants in connection with this Lease. Any modifications to the Lease must be made in writing, signed by both parties.
- d. Governing Law: This Lease is governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

**City of Champlin, Lessor**  
11955 Champlin Drive  
Champlin, MN 55316

**Anoka Hennepin School District 11, Lessee**  
2727 North Ferry Street  
Anoka, MN 55303

By Its: Ice Forum Facilities Manager

By Its: \_\_\_\_\_

\_\_\_\_\_  
Nick Powell

AHC1538

## ICE RINK CONTRACT

This ice facility use agreement is made and entered into this 13 day of October, 2023 between the **Anoka Area Ice Arena** herein after referred to as (PROVIDER) and the **Anoka-Hennepin School District**, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility located at: 4111 7th Ave. N, Anoka, MN 55303, for the 2023-2024 Hockey Season.

1. **SCHEDULE OF TIME:** PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for one of USER'S high schools. Such schedule may be amended from time to time upon the written agreement of both parties' representatives.
  
2. **RATES:** USER agrees to pay the following rates for ice and arena usage:
  - a. \$ 235 Prime Ice Hourly Rate
  - b. \$NA Non Prime Hourly Rate
  - c. \$ 750 Arena Rental Fee for Games.  
 (Note: do not include hourly ice charge in the arena rental fee for games. Include the charge for game ice time along with other ice time hourly rate charges)
  - d. 50% PROVIDER Share of the proceeds of the Net Gate Receipts.
  
3. **PRIME HOURS:** Prime and Non-Prime Hours are described in the attached ice use schedule.
  
4. **SERVICES:** PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, arena seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), resurfacer driver(s) and security personnel as needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.
  
5. **LOCKER ROOM AGREEMENT: PURPOSE:** The high school shall use the Varsity locker rooms for the sole purpose of conducting seasonal activities during the 2023-2024 High School Hockey Season.
  - a. **TERMS:** The agreement will commence on October 16, 2023, and will continue until the end of the 2023-2024 Anoka High School hockey season. The Anoka Arena or its employees are not responsible for lost or stolen items. It is specifically understood and agreed, however, the High School shall have access to locker rooms, via keys as needed. High School Coaches Office will remain under High School Control for the entire year. Contents of locker rooms items will be the sole responsibility of the High School Program. Storing of any equipment and jerseys is **strongly discouraged!**

- b. IMPROVEMENTS: The Anoka Arena agrees to keep the structure in working order according to the health and safety standards set by Anoka County, including all repairs to said equipment and structure, including replacement expenses.
  - c. MAINTENANCE: The Anoka High School agrees to maintain the locker room space free from waste and debris. For the purpose of this agreement, the Anoka Arena shall maintain and repair all of the sewer and water extension, sinks, and other equipment installed, electrical installations and structures. Anoka High School shall leave said premises in a neat and orderly condition and in as good of condition as exists at the time of the commencement of this agreement, reasonable wear and tear accepted.
6. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the arena rental fee and minus their percentage share of net gate receipts set forth in Section 2.d above or, if the gate receipts are less than the arena rental fee, bill USER the amount necessary to cover the arena rental fee.

Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate.

Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School's share on the Gate Receipt Worksheet(s) is a positive amount; the PROVIDER shall remit that amount as a payment to the school. If the School's share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill.

7. CANCELLATIONS: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement. PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts of God. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.
8. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged for their scheduled time.

9. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility
10. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.
11. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees and agents as provided in Article 4.

USER assumes all risks of personal injury arising from its usage of the facilities or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the ice arena. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED IN THE ATTACHMENT. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

**USER:**

**PROVIDER:**

\_\_\_\_\_   
Anoka-Hennepin School District #11

\_\_\_\_\_   
Anoka Area Ice Arena

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date	Day	Facility	Start Time	End Time	Type	Notes	Minutes	Fee Rate	Tran Total
10/30/2023	Mon	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
10/30/2023	Mon	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
10/31/2023	Tue	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
10/31/2023	Tue	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/1/2023	Wed	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
11/1/2023	Wed	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/2/2023	Thu	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
11/2/2023	Thu	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/3/2023	Fri	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
11/3/2023	Fri	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/6/2023	Mon	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
11/6/2023	Mon	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/7/2023	Tue	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
11/7/2023	Tue	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/8/2023	Wed	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
11/8/2023	Wed	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/9/2023	Thu	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
11/9/2023	Thu	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/10/2023	Fri	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
11/10/2023	Fri	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/11/2023	Sat	Rink 2	12:50 PM	5:20 PM	AHS Girls	AHS Girls Vs Cloqu	270	\$235.00	\$1,057.50
11/13/2023	Mon	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
11/13/2023	Mon	Rink 2	2:40 PM	3:40 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/13/2023	Mon	Rink 2	3:50 PM	4:50 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/13/2023	Mon	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
11/14/2023	Tue	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
11/14/2023	Tue	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
11/14/2023	Tue	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs Tartar	270	\$235.00	\$1,057.50
11/15/2023	Wed	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
11/15/2023	Wed	Rink 2	2:40 PM	3:40 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/15/2023	Wed	Rink 2	3:50 PM	4:50 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/15/2023	Wed	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
11/16/2023	Thu	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50

11/16/2023	Thu	Rink 2	2:40 PM	3:40 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/16/2023	Thu	Rink 2	3:50 PM	4:50 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/16/2023	Thu	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
11/17/2023	Fri	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
11/17/2023	Fri	Rink 2	2:40 PM	3:40 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/17/2023	Fri	Rink 2	3:50 PM	4:50 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/17/2023	Fri	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
11/17/2023	Fri	Rink 2	12:50 PM	5:20 PM	AHS Girls	AHS Girls Vs Osseo	270	\$235.00	\$1,057.50
11/20/2023	Mon	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
11/20/2023	Mon	Rink 2	2:40 PM	3:40 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/20/2023	Mon	Rink 2	3:50 PM	4:50 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/20/2023	Mon	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
11/21/2023	Tue	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
11/21/2023	Tue	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
11/21/2023	Tue	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs St Frai	270	\$235.00	\$1,057.50
11/22/2023	Wed	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
11/22/2023	Wed	Rink 2	2:40 PM	3:40 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/22/2023	Wed	Rink 2	3:50 PM	4:50 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
11/22/2023	Wed	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
11/28/2023	Tue	Rink 2	4:50 PM	9:20 PM	AHS Boys	AHS Boys Vs Ironda	270	\$235.00	\$1,057.50
11/30/2023	Thu	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs Hutch	270	\$235.00	\$1,057.50
12/2/2023	Sat	Rink 2	12:50 PM	5:20 PM	AHS Boys	AHS Boys Vs Two R	270	\$235.00	\$1,057.50
12/5/2023	Tue	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
12/5/2023	Tue	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
12/7/2023	Thu	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
12/7/2023	Thu	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
12/7/2023	Thu	Rink 2	4:50 PM	9:20 PM	AHS Boys	AHS Boys Vs Osseo	270	\$235.00	\$1,057.50
12/8/2023	Fri	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
12/8/2023	Fri	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
12/12/2023	Tue	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
12/12/2023	Tue	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
12/12/2023	Tue	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs Cente	270	\$235.00	\$1,057.50
12/14/2023	Thu	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs Visitat	270	\$235.00	\$1,057.50
12/19/2023	Tue	Rink 2	4:50 PM	9:20 PM	AHS Boys	AHS Boys Vs S St Pa	270	\$235.00	\$1,057.50

12/21/2023 Thu	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs Buffal	270	\$235.00	\$1,057.50
12/23/2023 Sat	Rink 2	12:50 PM	5:20 PM	AHS Boys	AHS Boys Vs Rosevi	270	\$235.00	\$1,057.50
12/26/2023 Tue	Rink 2	10:00 AM	11:00 AM	AHS Girls	Ahs Girls	60	\$235.00	\$235.00
12/26/2023 Tue	Rink 1	10:30 AM	11:30 AM	AHS Boys	Ahs Boys	60	\$235.00	\$235.00
12/26/2023 Tue	Rink 2	11:10 AM	12:10 PM	AHS Girls	Ahs Girls	60	\$235.00	\$235.00
12/26/2023 Tue	Rink 1	11:40 AM	12:40 PM	AHS Boys	Ahs Boys	60	\$235.00	\$235.00
1/3/2024 Wed	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
1/3/2024 Wed	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
1/3/2024 Wed	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs Forest	270	\$235.00	\$1,057.50
1/4/2024 Thu	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
1/4/2024 Thu	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
1/4/2024 Thu	Rink 2	4:50 PM	9:20 PM	AHS Boys	AHS Boys Vs Totino	270	\$235.00	\$1,057.50
1/6/2024 Sat	Rink 2	12:50 PM	5:20 PM	AHS Boys	AHS Boys Vs Cambr	270	\$235.00	\$1,057.50
1/9/2024 Tue	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
1/9/2024 Tue	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
1/9/2024 Tue	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs Blaine	270	\$235.00	\$1,057.50
1/11/2024 Thu	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
1/11/2024 Thu	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
1/11/2024 Thu	Rink 2	4:50 PM	9:20 PM	AHS Boys	AHS Boys Vs Elk Riv	270	\$235.00	\$1,057.50
1/13/2024 Sat	Rink 2	12:50 PM	5:20 PM	AHS Boys	AHS Boys Vs Spring	270	\$235.00	\$1,057.50
1/16/2024 Tue	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50
1/16/2024 Tue	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
1/16/2024 Tue	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs Maple	270	\$235.00	\$1,057.50
1/18/2024 Thu	Rink 1	2:40 PM	4:10 PM	AHS Girls	AHS Girls	90	\$235.00	\$352.50
1/18/2024 Thu	Rink 1	4:20 PM	5:20 PM	AHS Girls	AHS Girls	60	\$235.00	\$235.00
1/18/2024 Thu	Rink 2	4:50 PM	9:20 PM	AHS Boys	AHS Boys Vs Coon f	270	\$235.00	\$1,057.50
1/20/2024 Sat	Rink 2	12:00 PM	5:20 PM	AHS Boys	AHS Boys Vs Andov	320	\$235.00	\$1,253.33
1/20/2024 Sat	Rink 2	5:20 PM	9:50 PM	AHS Girls	AHS Girls Vs Roger	270	\$235.00	\$1,057.50
1/23/2024 Tue	Rink 1	2:40 PM	4:10 PM	AHS Boys	Ahs Boys	90	\$235.00	\$352.50
1/23/2024 Tue	Rink 1	4:20 PM	5:20 PM	AHS Boys	Ahs Boys	60	\$235.00	\$235.00
1/25/2024 Thu	Rink 1	2:40 PM	4:10 PM	AHS Girls	Ahs Girls	90	\$235.00	\$352.50
1/25/2024 Thu	Rink 1	4:20 PM	5:20 PM	AHS Girls	Ahs Girls	60	\$235.00	\$235.00
1/27/2024 Sat	Rink 2	12:50 PM	5:20 PM	AHS Girls	AHS Girls Vs Moun	270	\$235.00	\$1,057.50
1/30/2024 Tue	Rink 1	2:40 PM	4:10 PM	AHS Boys	AHS Boys	90	\$235.00	\$352.50

1/30/2024 Tue	Rink 1	4:20 PM	5:20 PM	AHS Boys	AHS Boys	60	\$235.00	\$235.00
1/30/2024 Tue	Rink 2	4:50 PM	9:20 PM	AHS Girls	AHS Girls Vs Elk Riv	270	\$235.00	\$1,057.50
2/1/2024 Thu	Rink 2	4:50 PM	9:20 PM	AHS Boys	AHS Boys Vs Rogers	270	\$235.00	\$1,057.50
2/3/2024 Sat	Rink 2	1:00 PM	5:30 PM	AHS Boys	AHS Boys Vs Forest	270	\$235.00	\$1,057.50
2/6/2024 Tue	Rink 2	7:20 PM	10:50 PM	AHS Girls	AHS Girls Section P1	210	\$235.00	\$822.50
2/8/2024 Thu	Rink 2	7:20 PM	10:50 PM	AHS Girls	AHS Girls Section Q	210	\$235.00	\$822.50
2/10/2024 Sat	Rink 2	12:50 PM	5:20 PM	AHS Boys	AHS Boys Vs St Clou	270	\$235.00	\$1,057.50
2/17/2024 Sat	Rink 2	7:20 PM	10:50 PM	AHS Boys	AHS Boys Section P	210	\$235.00	\$822.50
2/20/2024 Tue	Rink 2	7:20 PM	10:50 PM	AHS Boys	AHS Boys Section Q	210	\$235.00	\$822.50

NATIONAL SPORTS CENTER FOUNDATION  
SUPER RINK – ICE CONTRACT  
September 1, 2023 – March 31, 2024

10-23-23 O-1

AHC1539

This facility use agreement is made and entered into this 16th day of October, 2023. The National Sports Center Foundation, herein after referred to as (NSCF) and Shannon Gerrety acting on behalf of Blaine HS Girls Hockey here in after referred to as (USER). The NSCF and USER agree to the following:

**I. CONTRACT INCLUDES**

1. Terms listed on the NSCF Super Rink Ice Contract.
2. Max Ice Customer Schedule/Invoice for dates ranging 11 / 01 / 2023 / 02 / 29 / 2024 /

**II. RENTAL TERMS**

**1. Rental Fees are as follows:**

- a. Prime Ice Rental is \$235.00 per hour. Non-Prime Ice Rental is \$165.00 per hour.
- b. 8.125% MN sales tax will be charged to all users that are not tax exempt.
- c. If the USER is tax exempt, the USER must submit a tax-exempt form # ST3 with ice contract.

**2. Prime Hours are as follows:**

- a. Monday – Friday: 4:30pm – 11:00pm (Sept. 1 – Oct. 1 & Mar. 21 – May 31)  
Monday – Friday: 2:30pm – 11:00pm (October 2 – March 20)  
Monday – Friday: 7:00am – 11:00pm (June 1 – August 31)  
Saturday – Sunday 7:00am – 11:00pm (All Year)
- b. All tournaments, ice shows, camps, clinics, summer ice and other multi-day events will be charged the prime ice rate regardless of time of day, year, or hour rented.

**3. Payment terms for ice rentals: check agreed payment method**

- All ice will be paid in full at time of ice booking and/or contract signing.
- Payment at the end of each month. All payments to be made by the 15<sup>th</sup> of the following month. Payments after the 15<sup>th</sup> will be assessed a 2.5% late fee. Payment can be made by check or Credit Card payments can be arranged.

Additional ice purchased will automatically be added to the contract and invoice.

**4. Facility Reservations:**

Fully executed contracts with payment in full or a 20% non-refundable deposit, (amount shown on invoice) must be received by the NSCF Super Rink on or before 10 / 31 / 2023. The NSCF reserves the right to release dates if a signed contract, payment, and or deposit is not received by the due date(s).

Please mail payments to:

NSCF Super Rink  
1700 105<sup>th</sup> Avenue NE  
Blaine, MN 55449  
Attn. Ice Scheduler

**5. Return Policy and Assignments:**

USER may not assign its privileges hereunder in whole or in part without the express written consent of the NSCF. If the USER wishes to cancel all or part of an executed contract, the NSCF may attempt to reschedule such unused ice time. If the ice time is rescheduled and original USER has paid such ice time, the NSCF will credit amounts received against amounts previously paid. In the event that such unused ice time is not rescheduled, the original USER is responsible for the entire contract amount.

**III. CONCESSIONS**

NSCF is entitled to all receipts from concession sales. The USER shall not conduct any sales of food and beverage at the NSCF. Unless otherwise agreed to in writing, the USER is prohibited to bring food or beverage onto the premises of the NSCF. Hospitality is available by the NSCF Super Rink.

**IV. PRO-SHOP, MERCHANDISE, and ADMISSIONS**

- NSCF is entitled to all receipts from pro-shop sales. Unless otherwise agreed to in writing, the NSCF will decide hours of operation for pro-shop.
- Unless otherwise agreed to in writing, the USER is prohibited to sell non-event specific merchandise on the premises of the NSCF.
- Unless otherwise agreed to in writing, the USER is entitled to all gate receipts.

**V. SPONSORSHIP AND ADVERTISING**

The USER must have prior written approval from the NSCF before posting any materials on the interior or exterior walls of the facility. No permanent or temporary advertising, signage or trademark visibility for competitive products will be displayed or permitted anywhere at the facility.

The NSCF will be allowed to have one vendor space to promote NSCF ice activities at no fee. The NSCF will get one free add space in program book if being made at no cost.

**IV. FIRST AID**

The NSCF will not provide any first aid services. The NSCF recommends but does not make it mandatory to have first aid services. USER agrees to contract independently for any first aid services needed.

**VII. COMPLIANCE WITH LAW**

During the use period, the USER shall comply with all laws, ordinances, rules, and regulations of the NSCF, federal, state, and local government entities having jurisdiction over the facility.

**VIII. DAMAGE TO PROPERTY**

USER assumes full responsibility for the acts and conduct of all USER personnel and attendees admitted to the facility by consent of the USER. The USER will pay the NSCF upon demand for any damage to the facility such sum as necessary to restore the premises to its former condition. Replacement of equipment shall be on a like-kind or quality basis.

**IX. INDEMNIFICATION AND INSURANCE**

In consideration for being allowed to use the Super Rink, the USER agrees to indemnify and hold harmless the NSCF from and against all claims of whatever nature arising from (i) any act, omission or negligence of USER, or USER's licensees, agents servants or employees, or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the Super Rink premises and during the time that USER is using the Super Rink, or (iii) from any act, omission or default under any of USER's undertakings or obligations under this use agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses (including attorney fees) and liabilities in or in connection with any such claim or proceeding brought thereon and the defense thereof. The USER shall provide liability insurance against claims for bodily injury, death and property damage occurring on or about the Super Rink premises, such insurance to be on the so-called "occurrence" form with a combined single limit of not less than \$1,000,000.00 and shall name the NSCF as additional insured. User shall also maintain all workers compensation insurance required by law.

In no case, shall the USER be responsible for any act, omission or negligence of the NSCF, or NSCF's licensees, agents servants or employees.

The NSCF requires the USER to provide proof of insurance before using the facility.

**X. TERMINATION**

If the NSCF, in its sole discretion, is unable to allow the USER to use the facility at any time during the use period due to destruction of or damage to the facility, or because of natural condition, civil commotion or emergency, this agreement is terminated without liability to either the NSCF or the USER. The NSCF will make every effort to reschedule the ice rental if the Super Rink is not available at agreed upon time(s).

**THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE NSCF AND THE USER. THE UNDERSIGNED AGREES TO PURCHASE ALL HOURS OUTLINED HEREIN. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED, OR TRERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH THE NSCF AND THE USER. IT IS UNDERSTOOD THAT THE NSCF RESERVES THE RIGHT TO CANCEL THIS CONTRACT FOR ANY DEFAULT BY THE UNDERSIGNED AS PER THE TERMS OF THIS AGREEMENT.**

The "USER" acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the State of Minnesota and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Minnesota Department of Health (MDH) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating in the USER's programs shall visit or utilize the facilities, services, and/or programs of the NSCF (other than any exclusively online services and programs) within 14 days after

- (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice,
- (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or
- (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the NSCF. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of the NSCF if he or she:

- (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or
- (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the NSCF immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The NSCF has a written COVID-19 Preparedness Plan which defines steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the NSCF may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the NSCF's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the NSCF. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the NSCF, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of the NSCF and acknowledges that use thereof by the undersigned and/or such participating children may, despite the NSCF's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

Authorized Signature

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

National Sports Center Foundation

By: *Kathy Brodzinski*

Printed name: Kathy Brodzinski

Title: Rink Manager

Date: 10-16-23



**Blaine HS Girls Hockey**

Update  
Blaine, MN 55449

**National Sports Center**

1750 105th Ave NE  
Blaine, MN 55449  
(763) 792-7306

**Account Schedule**

**11/1/2023 - 2/29/2024**

Date	Day	Center	Facility	Event Type	Start	End	Billable Hours	Rate	Other Chg	Tax	Total
11/8/2023	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/9/2023	Thu	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/10/2023	Fri	Arena	Super Rink 5	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/13/2023	Mon	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/15/2023	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/17/2023	Fri	Arena	Super Rink 5	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/17/2023	Fri	Arena	Super Rink 7	Hockey	4:10 PM	5:10 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/20/2023	Mon	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/21/2023	Tue	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/27/2023	Mon	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/28/2023	Tue	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/6/2023	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/8/2023	Fri	Arena	Super Rink 6	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/11/2023	Mon	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/20/2023	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/21/2023	Thu	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/3/2024	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/5/2024	Fri	Arena	Super Rink 7	Hockey	4:10 PM	5:10 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/8/2024	Mon	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/10/2024	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/17/2024	Wed	Arena	Super Rink 1	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/19/2024	Fri	Arena	Super Rink 1	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/22/2024	Mon	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/24/2024	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/29/2024	Mon	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/31/2024	Wed	Arena	Super Rink 1	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/2/2024	Fri	Arena	Super Rink 6	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00

Total Hours: 27.00	Sub Total:	\$6,345.00
	Tax:	\$0.00
	Total:	\$6,345.00

NATIONAL SPORTS CENTER FOUNDATION  
SUPER RINK – ICE CONTRACT  
September 1, 2023 – March 31, 2024

10-23-23 P-1

AHC1540

This facility use agreement is made and entered into this 16th day of October, 2023. The National Sports Center Foundation, herein after referred to as (NSCF) and Shannon Gerrety acting on behalf of Blaine HS Boys Hockey here in after referred to as (USER). The NSCF and USER agree to the following:

**I. CONTRACT INCLUDES**

1. Terms listed on the NSCF Super Rink Ice Contract.
2. Max Ice Customer Schedule/Invoice for dates ranging 11 / 01 / 2023 / 02 / 29 / 2024 /

**II. RENTAL TERMS**

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- a. Prime Ice Rental is \$235.00 per hour. Non-Prime Ice Rental is \$165.00 per hour.
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- b. All tournaments, ice shows, camps, clinics, summer ice and other multi-day events will be charged the prime ice rate regardless of time of day, year, or hour rented.

**3. Payment terms for ice rentals: check agreed payment method**

- All ice will be paid in full at time of ice booking and/or contract signing.
- Payment at the end of each month. All payments to be made by the 15<sup>th</sup> of the following month. Payments after the 15<sup>th</sup> will be assessed a 2.5% late fee. Payment can be made by check or Credit Card payments can be arranged.

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Please mail payments to:

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1700 105<sup>th</sup> Avenue NE  
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Attn. Ice Scheduler

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USER may not assign its privileges hereunder in whole or in part without the express written consent of the NSCF. If the USER wishes to cancel all or part of an executed contract, the NSCF may attempt to reschedule such unused ice time. If the ice time is rescheduled and original USER has paid such ice time, the NSCF will credit amounts received against amounts previously paid. In the event that such unused ice time is not rescheduled, the original USER is responsible for the entire contract amount.

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USER assumes full responsibility for the acts and conduct of all USER personnel and attendees admitted to the facility by consent of the USER. The USER will pay the NSCF upon demand for any damage to the facility such sum as necessary to restore the premises to its former condition. Replacement of equipment shall be on a like-kind or quality basis.

**IX. INDEMNIFICATION AND INSURANCE**

In consideration for being allowed to use the Super Rink, the USER agrees to indemnify and hold harmless the NSCF from and against all claims of whatever nature arising from (i) any act, omission or negligence of USER, or USER's licensees, agents servants or employees, or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the Super Rink premises and during the time that USER is using the Super Rink, or (iii) from any act, omission or default under any of USER's undertakings or obligations under this use agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses (including attorney fees) and liabilities in or in connection with any such clam or proceeding brought thereon and the defense thereof. The USER shall provide liability insurance against claims for bodily injury, death and property damage occurring on or about the Super Rink premises, such insurance to be on the so-called "occurrence" form with a combined single limit of not less than \$1,000,000.00 and shall name the NSCF as additional insured. User shall also maintain all workers compensation insurance required by law.

In no case, shall the USER be responsible for any act, omission or negligence of the NSCF, or NSCF's licensees, agents servants or employees.

The NSCF requires the USER to provide proof of insurance before using the facility.

**X. TERMINATION**

If the NSCF, in its sole discretion, is unable to allow the USER to use the facility at any time during the use period due to destruction of or damage to the facility, or because of natural condition, civil commotion or emergency, this agreement is terminated without liability to either the NSCF or the USER. The NSCF will make every effort to reschedule the ice rental if the Super Rink is not available at agreed upon time(s).

**THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE NSCF AND THE USER. THE UNDERSIGNED AGREES TO PURCHASE ALL HOURS OUTLINED HEREIN. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED, OR TRERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH THE NSCF AND THE USER. IT IS UNDERSTOOD THAT THE NSCF RESERVES THE RIGHT TO CANCEL THIS CONTRACT FOR ANY DEFAULT BY THE UNDERSIGNED AS PER THE TERMS OF THIS AGREEMENT.**

The "USER" acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the State of Minnesota and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Minnesota Department of Health (MDH) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating in the USER's programs shall visit or utilize the facilities, services, and/or programs of the NSCF (other than any exclusively online services and programs) within 14 days after

- (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice,
- (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or
- (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the NSCF. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of the NSCF if he or she:

- (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or
- (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the NSCF immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The NSCF has a written COVID-19 Preparedness Plan which defines steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the NSCF may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the NSCF's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the NSCF. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the NSCF, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of the NSCF and acknowledges that use thereof by the undersigned and/or such participating children may, despite the NSCF's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

Authorized Signature

National Sports Center Foundation.

By: \_\_\_\_\_

By: *Kathy Brodzinski*

Printed name: \_\_\_\_\_

Printed name: Kathy Brodzinski

Title: \_\_\_\_\_

Title: Rink Manager

Date: \_\_\_\_\_

Date: 10-16-23

**Blaine HS Boys Hockey**

Update  
Blaine, MN 55449

**National Sports Center**

1750 105th Ave NE  
Blaine, MN 55449  
(763) 792-7306

**Account Schedule****11/1/2023 - 2/29/2024**

Date	Day	Center	Facility	Event Type	Start	End	Billable Hours	Rate	Other Chg	Tax	Total
11/16/2023	Thu	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/17/2023	Fri	Arena	Super Rink 6	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/17/2023	Fri	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/20/2023	Mon	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/21/2023	Tue	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/27/2023	Mon	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/28/2023	Tue	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/29/2023	Wed	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/6/2023	Wed	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/8/2023	Fri	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/11/2023	Mon	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/13/2023	Wed	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/18/2023	Mon	Arena	Super Rink 8	Hockey	4:40 PM	5:30 PM	0.83	\$235.00	\$0.00	\$0.00	\$195.83
12/22/2023	Fri	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/3/2024	Wed	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/5/2024	Fri	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/8/2024	Mon	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/12/2024	Fri	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/15/2024	Mon	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/16/2024	Tue	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/17/2024	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/19/2024	Fri	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/22/2024	Mon	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/24/2024	Wed	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/26/2024	Fri	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/29/2024	Mon	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/30/2024	Tue	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/31/2024	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/2/2024	Fri	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/5/2024	Mon	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/6/2024	Tue	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/7/2024	Wed	Arena	Super Rink 2	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00



**Blaine HS Boys Hockey**

Update  
Blaine, MN 55449

**National Sports Center**

1750 105th Ave NE  
Blaine, MN 55449  
(763) 792-7306

**Account Schedule**

**11/1/2023 - 2/29/2024**

Date	Day	Center	Facility	Event Type	Start	End	Billable Hours	Rate	Other Chg	Tax	Total
2/12/2024	Mon	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/14/2024	Wed	Arena	Super Rink 7	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
							<b>Total Hours: 33.83</b>		<b>Sub Total:</b>		<b>\$7,950.83</b>
									<b>Tax:</b>		<b>\$0.00</b>
									<b>Total:</b>		<b>\$7,950.83</b>

**NATIONAL SPORTS CENTER FOUNDATION  
SUPER RINK – ICE CONTRACT**

AHC1541

**September 1, 2023 – March 31, 2024**

This facility use agreement is made and entered into this 17th day of October, 2023. The National Sports Center Foundation, herein after referred to as (NSCF) and Jeff Thompson acting on behalf of Coon Rapids HS Boys Hockey here in after referred to as (USER). The NSCF and USER agree to the following:

**I. CONTRACT INCLUDES**

1. Terms listed on the NSCF Super Rink Ice Contract.
2. Max Ice Customer Schedule/Invoice for dates ranging 11 01 2023 / 02 29 2024 /

**II. RENTAL TERMS**

**1. Rental Fees are as follows:**

- a. Prime Ice Rental is \$235.00 per hour. Non-Prime Ice Rental is \$165.00 per hour.
- b. 8.125% MN sales tax will be charged to all users that are not tax exempt.
- c. If the USER is tax exempt, the USER must submit a tax-exempt form # ST3 with ice contract.

**2. Prime Hours are as follows:**

- a. Monday – Friday: 4:30pm – 11:00pm (Sept. 1 – Oct. 1 & Mar. 21 – May 31)  
Monday – Friday: 2:30pm – 11:00pm (October 2 – March 20)  
Monday – Friday: 7:00am – 11:00pm (June 1 – August 31)  
Saturday – Sunday 7:00am – 11:00pm (All Year)
- b. All tournaments, ice shows, camps, clinics, summer ice and other multi-day events will be charged the prime ice rate regardless of time of day, year, or hour rented.

**3. Payment terms for ice rentals: check agreed payment method**

- All ice will be paid in full at time of ice booking and/or contract signing.
- Payment at the end of each month. All payments to be made by the 15<sup>th</sup> of the following month. Payments after the 15<sup>th</sup> will be assessed a 2.5% late fee. Payment can be made by check or Credit Card payments can be arranged.

Additional ice purchased will automatically be added to the contract and invoice.

**4. Facility Reservations:**

Fully executed contracts with payment in full or a 20% non-refundable deposit, (amount shown on invoice) must be received by the NSCF Super Rink on or before 10 / 31 / 2023. The NSCF reserves the right to release dates if a signed contract, payment, and or deposit is not received by the due date(s).

**Please mail payments to:**

**NSCF Super Rink  
1700 105<sup>th</sup> Avenue NE  
Blaine, MN 55449  
Attn. Ice Scheduler**

**5. Return Policy and Assignments:**

USER may not assign its privileges hereunder in whole or in part without the express written consent of the NSCF. If the USER wishes to cancel all or part of an executed contract, the NSCF may attempt to reschedule such unused ice time. If the ice time is rescheduled and original USER has paid such ice time, the NSCF will credit amounts received against amounts previously paid. In the event that such unused ice time is not rescheduled, the original USER is responsible for the entire contract amount.

**III. CONCESSIONS**

NSCF is entitled to all receipts from concession sales. The USER shall not conduct any sales of food and beverage at the NSCF. Unless otherwise agreed to in writing, the USER is prohibited to bring food or beverage onto the premises of the NSCF. Hospitality is available by the NSCF Super Rink.

**IV. PRO-SHOP, MERCHANDISE, and ADMISSIONS**

- NSCF is entitled to all receipts from pro-shop sales. Unless otherwise agreed to in writing, the NSCF will decide hours of operation for pro-shop.
- Unless otherwise agreed to in writing, the USER is prohibited to sell non-event specific merchandise on the premises of the NSCF.
- Unless otherwise agreed to in writing, the USER is entitled to all gate receipts.

**V. SPONSORSHIP AND ADVERTISING**

The USER must have prior written approval from the NSCF before posting any materials on the interior or exterior walls of the facility. No permanent or temporary advertising, signage or trademark visibility for competitive products will be displayed or permitted anywhere at the facility.

The NSCF will be allowed to have one vendor space to promote NSCF ice activities at no fee. The NSCF will get one free add space in program book if being made at no cost.

**IV. FIRST AID**

The NSCF will not provide any first aid services. The NSCF recommends but does not make it mandatory to have first aid services. USER agrees to contract independently for any first aid services needed.

**VII. COMPLIANCE WITH LAW**

During the use period, the USER shall comply with all laws, ordinances, rules, and regulations of the NSCF, federal, state, and local government entities having jurisdiction over the facility.

**VIII. DAMAGE TO PROPERTY**

USER assumes full responsibility for the acts and conduct of all USER personnel and attendees admitted to the facility by consent of the USER. The USER will pay the NSCF upon demand for any damage to the facility such sum as necessary to restore the premises to its former condition. Replacement of equipment shall be on a like-kind or quality basis.

**IX. INDEMNIFICATION AND INSURANCE**

In consideration for being allowed to use the Super Rink, the USER agrees to indemnify and hold harmless the NSCF from and against all claims of whatever nature arising from (i) any act, omission or negligence of USER, or USER's licensees, agents servants or employees, or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the Super Rink premises and during the time that USER is using the Super Rink, or (iii) from any act, omission or default under any of USER's undertakings or obligations under this use agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses (including attorney fees) and liabilities in or in connection with any such claim or proceeding brought thereon and the defense thereof. The USER shall provide liability insurance against claims for bodily injury, death and property damage occurring on or about the Super Rink premises, such insurance to be on the so-called "occurrence" form with a combined single limit of not less than \$1,000,000.00 and shall name the NSCF as additional insured. User shall also maintain all workers compensation insurance required by law.

In no case, shall the USER be responsible for any act, omission or negligence of the NSCF, or NSCF's licensees, agents servants or employees.

The NSCF requires the USER to provide proof of insurance before using the facility.

**X. TERMINATION**

If the NSCF, in its sole discretion, is unable to allow the USER to use the facility at any time during the use period due to destruction of or damage to the facility, or because of natural condition, civil commotion or emergency, this agreement is terminated without liability to either the NSCF or the USER. The NSCF will make every effort to reschedule the ice rental if the Super Rink is not available at agreed upon time(s).

**THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE NSCF AND THE USER. THE UNDERSIGNED AGREES TO PURCHASE ALL HOURS OUTLINED HEREIN. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED, OR TRERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH THE NSCF AND THE USER. IT IS UNDERSTOOD THAT THE NSCF RESERVES THE RIGHT TO CANCEL THIS CONTRACT FOR ANY DEFAULT BY THE UNDERSIGNED AS PER THE TERMS OF THIS AGREEMENT.**

The "USER" acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the State of Minnesota and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Minnesota Department of Health (MDH) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating in the USER's programs shall visit or utilize the facilities, services, and/or programs of the NSCF (other than any exclusively online services and programs) within 14 days after

- (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice,
- (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or
- (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the NSCF. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of the NSCF if he or she:

- (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or
- (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the NSCF immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The NSCF has a written COVID-19 Preparedness Plan which defines steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the NSCF may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the NSCF's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the NSCF. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the NSCF, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of the NSCF and acknowledges that use thereof by the undersigned and/or such participating children may, despite the NSCF's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

Authorized Signature

National Sports Center Foundation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Coon Rapids HS Boys Hockey

Update  
Update, MN 11111

### National Sports Center

1750 105th Ave NE  
Blaine, MN 55449  
(763) 792-7306

### Account Schedule

11/1/2023 - 2/29/2024

Date	Day	Center	Facility	Event Type	Start	End	Billable Hours	Rate	Other Chg	Tax	Total
11/20/2023	Mon	Arena	Super Rink 1	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/21/2023	Tue	Arena	Super Rink 1	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/21/2023	Tue	Arena	Super Rink 1	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/22/2023	Wed	Arena	Super Rink 1	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/22/2023	Wed	Arena	Super Rink 1	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/24/2023	Fri	Arena	Super Rink 8	Hockey	2:10 PM	3:10 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
11/24/2023	Fri	Arena	Super Rink 8	Hockey	3:20 PM	4:20 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/4/2023	Mon	Arena	Super Rink 1	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/6/2023	Wed	Arena	Super Rink 6	Hockey	3:15 PM	4:15 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/8/2023	Fri	Arena	Super Rink 5	Hockey	3:45 PM	4:45 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/19/2023	Tue	Arena	Super Rink 7	Hockey	3:40 PM	5:10 PM	1.50	\$235.00	\$0.00	\$0.00	\$352.50
12/20/2023	Wed	Arena	Super Rink 6	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/20/2023	Wed	Arena	Super Rink 6	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/22/2023	Fri	Arena	Super Rink 1	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
12/22/2023	Fri	Arena	Super Rink 1	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/2/2024	Tue	Arena	Super Rink 1	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/2/2024	Tue	Arena	Super Rink 1	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/3/2024	Wed	Arena	Super Rink 1	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/5/2024	Fri	Arena	Super Rink 1	Hockey	3:30 PM	5:00 PM	1.50	\$235.00	\$0.00	\$0.00	\$352.50
1/15/2024	Mon	Arena	Super Rink 1	Hockey	3:00 PM	4:00 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/15/2024	Mon	Arena	Super Rink 1	Hockey	4:10 PM	5:10 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/16/2024	Tue	Arena	Super Rink 2	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/16/2024	Tue	Arena	Super Rink 2	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/17/2024	Wed	Arena	Super Rink 2	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/17/2024	Wed	Arena	Super Rink 2	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/29/2024	Mon	Arena	Super Rink 6	Hockey	3:15 PM	4:15 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/31/2024	Wed	Arena	Super Rink 2	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
1/31/2024	Wed	Arena	Super Rink 2	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/2/2024	Fri	Arena	Super Rink 1	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/2/2024	Fri	Arena	Super Rink 1	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/12/2024	Mon	Arena	Super Rink 2	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/12/2024	Mon	Arena	Super Rink 2	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00



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(763) 792-7306

**Account Schedule**

**11/1/2023 - 2/29/2024**

Date	Day	Center	Facility	Event Type	Start	End	Billable Hours	Rate	Other Chg	Tax	Total
2/14/2024	Wed	Arena	Super Rink 2	Hockey	3:30 PM	4:30 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
2/14/2024	Wed	Arena	Super Rink 2	Hockey	4:40 PM	5:40 PM	1.00	\$235.00	\$0.00	\$0.00	\$235.00
							<b>Total Hours: 35.00</b>		<b>Sub Total:</b>		<b>\$8,225.00</b>
										<b>Tax:</b>	<b>\$0.00</b>
										<b>Total:</b>	<b>\$8,225.00</b>



# Anoka-Hennepin School Board

## Briefing Notes

**DATE:** 10/23/2023

**CLASSIFICATION:** Input/Action

**AUTHOR:** Becky Brodeur, Associate Superintendent of Middle Schools, Student Services and Special Education.

**SUBJECT:** Recommendation to name Transition Program located in Anoka, MN

**PURPOSE:**

School board policy 809.0 requires the district to convene a team to propose a name for the transition program facility, formerly Franklin Elementary School, located in Anoka, MN

**BACKGROUND:**

The site currently named Franklin Elementary School was closed as an elementary school site beginning in the 2023 - 2024 school year. Renovations and additions to the school have allowed the district to combine special education transition programming for students age 18-22 from both sites, Bridges and Pathways, into the Franklin school facility.

Due to the change in function of this site, a new building name needs to be established.

**CONSIDERATIONS:**

A team of vested stakeholders, including parents, students, and staff, convened to recommend a name for the facility as is established in Anoka-Hennepin School Board policy 809.0. Three names were moved forward for consideration during this process:

- Two Rivers Transition Program at Franklin
- Franklin Transition Program
- L.I.F.E Transition Program at Franklin; Learning Independence for Future Empowerment

The transition program naming committee sought additional feedback from the community on the final three names before making the final recommendation.

**NEXT STEPS:**

The committee's recommendation is to name the transition program Two Rivers Transition Program at Franklin and to ask the board for action at the November 13, 2023 board meeting.

# Naming transition program

October 23, 2023

Becky Brodeur, associate superintendent  
Paige Dopp, special education supervisor for transition programs



## Overview

- Transition programming serves 18 - 22 year old students receiving special education services.
- Currently, Pathways and Bridges programs exist in leased spaces.
- Beginning in 2024, Pathways and Bridges programs will come together in the building formerly known as Franklin Elementary School.
- Followed School Board Policy 809.0 on naming of schools.

## Committee charge

Committee formed to plan for merging Pathways and Bridges, including recommendation for new name.

Committee membership:

- Paige Dopp, Special Education Supervisor.
- Stacey Dahlby, Special Education Director.
- Staff from Bridges and Pathways.

## Policy 809.0

It shall be the policy of the Anoka-Hennepin School Board to name facilities for one of the following:

- Deceased or living persons who have attained prominence locally or nationally.
- A geographic area, feature, or program purpose served by the facility or related to its location.
- In the case of non-school facilities, the function of the facility.

## Committee process

Pathways and Bridges committee work:

- Review program organization as two programs merge; including naming of new site.
- Committee engaged with students and families regarding name suggestions and feedback.
- Narrowed to three names before reaching consensus on final name recommendation.

## Committee recommendations

The following names were selected based on the consensus of the committee:

- Two Rivers Transition Program at Franklin; “Two Rivers”.
- Transition Program at Franklin.
- L.I.F.E Transition Program at Franklin (Learning Independence for Future Empowerment).

## **Committee recommendation**

The consensus of the naming committee is to recommend the name:

Two Rivers Transition Program at Franklin

Seeking school board action to approve the selected name at the next board meeting.

## **Questions or comments?**



ANOKA-HENNEPIN  
SCHOOLS  
*A future without limits*



# Anoka-Hennepin School Board

## Briefing Notes

**DATE:** October 23, 2023

**CLASSIFICATION:** Input/Decision

**AUTHORS:** Becky Brodeur, Associate Superintendent

**SUBJECT:** Middle School Transition Day; 6th grade only first day of school

**PURPOSE:**

To provide increased support to students as they transition from elementary school to middle school through the expansion of the secondary transition first day of school for freshman only in Anoka-Hennepin high schools to include a sixth grade only first day of school at middle schools. A 6th grade only first day of school will help ensure successful transition to middle school for students with the goal of lowering stress and anxiety and increasing access to transition activities to all students.

**BACKGROUND:**

Anoka-Hennepin provides transition days for kindergarten and 9th grade students on the first day of school. There are currently many events and programs to help support successful transition to middle school in Anoka-Hennepin middle schools. One such program is WEB (Where Everybody Belongs) transition programs prior to the start of the school year each August. A 6th grade only first day of school would allow the middle school to build on that programming and expand transition activities to provide an even better experience. By making a change, our middle schools could also provide a similar transition opportunity for centerbased special education programs and other students requiring additional transition time at the beginning of the year.

**RECOMMENDATION**

Consider a different structure by hosting a 6th grade only first day of school.

**NEXT STEPS:**

If approved for consideration the middle school principals would begin planning the structure for the first day of school for 6th graders and how our current transition activities could be modified. In addition, special planning would be required for AMSA as they have a 6th grade only campus at Washington and students transition to the Fred Moore campus for 7th and 8th grade.



ANOKA-HENNEPIN  
SCHOOLS  
*A future without limit*

# **ANOKA-HENNEPIN DISTRICT 11**

**October 1, 2023**

**ENROLLMENT REPORT**



**ANOKA-HENNEPIN**  
**SCHOOLS**  
*A future without limit*

October 16, 2023

To: School Board Members  
Cabinet Members

From: Joel VerDuin, Chief Technology & Information Officer  
Michelle VanDenTop, Director Technology & Information Services  
Nick Herman, Data Integration Manager

### **October 1, 2023 Enrollment Report**

The October 1 report is an accounting of the annual projection cycle which uses a number of assumptions, processes and data sources.

Attached is the October 1, 2023 enrollment counts report. The report includes:

- Fall Enrollment Summary (Pages 1 and 2)
- Elementary Counts & Trends (Pages 3 to 5)
- Secondary Counts & Trends (Pages 6 and 7)
- Ethnicity by School & Trends (Pages 8 and 9)
- ESL by School by Service Level (Page 10)
- F/R (Free & Reduced) Counts & Trends (Pages 11 and 12)

### **Total Enrollment**

The total K-12 enrollment summary (page 1) shows an overall increase of 171 students from 2022 to 2023. The October 1 count shows 86 fewer students than originally projected.

### **Compared to projected**

#### **Elementary**

- Kindergarten enrollment has 108 less students than projected.
- Grades 1-5 are down 169 students from projected.
- K-5 counts were 277 students less than projected

#### **Middle School**

- The middle schools showed a decrease from projection, down 40 students.

#### **High School**

- There are 231 more students than projected at the high schools.

### **Compared to last year's Oct 1**

#### **Elementary**

- Kindergarten counts decreased by 101 students from the previous year.
- Grades 1-5 count increased by 59 students from the previous year.
- The K-5 elementary count decreased by 42 students from the previous year.

#### **Middle School**

- The middle school count decreased by 102 students from the previous year.

#### **High School**

- The high school student count increased by 213 students from the previous year.

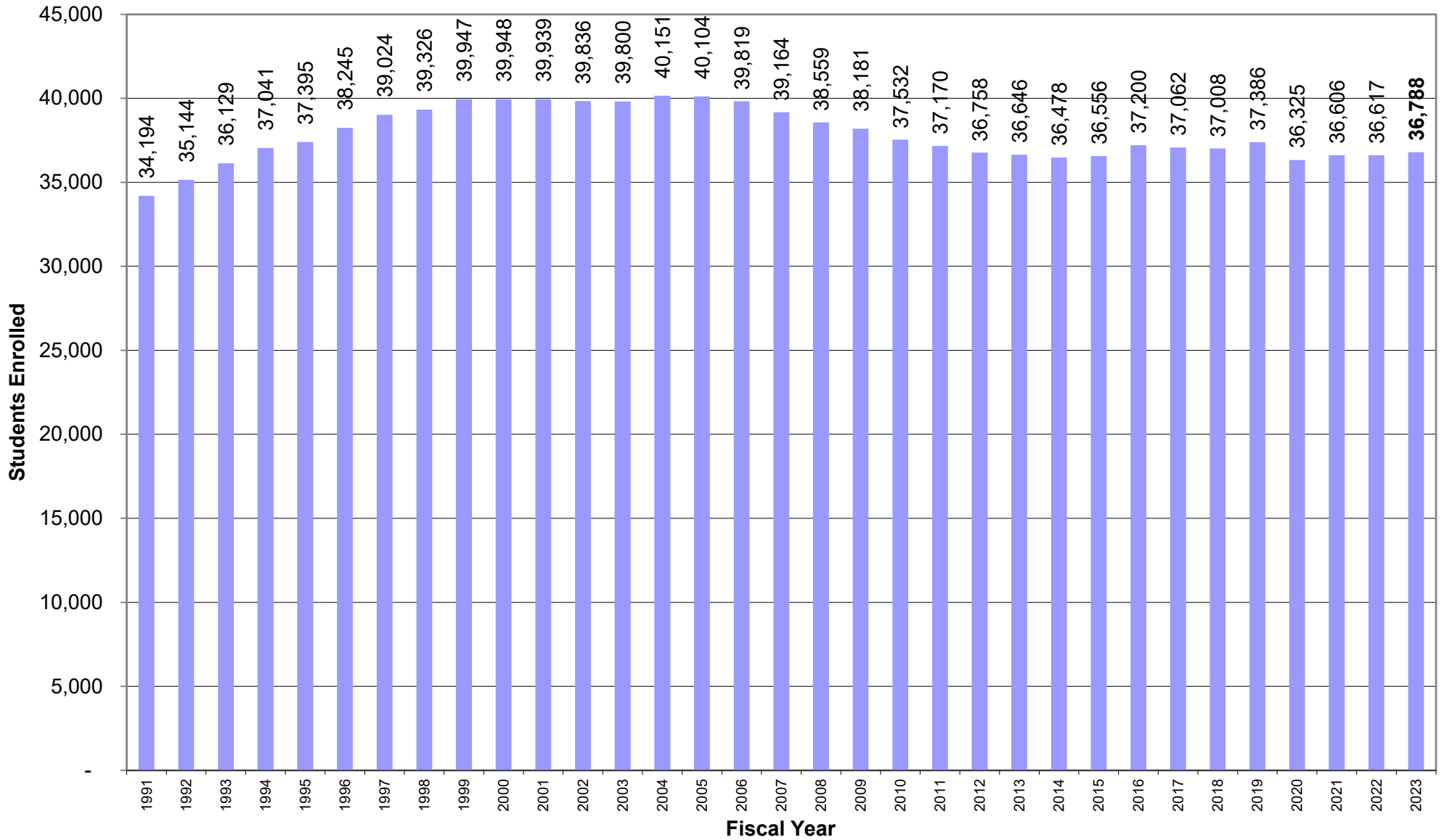
The secondary counts include those students participating in the S.T.E.P. program. The number of students participating on a full or part time basis from each of the high schools is listed on the bottom of the secondary counts page.

**Fall Enrollment Summary  
October 1, 2023**

Grade Level	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual 22 to 23 Diff	2023 Projected	Proj Diff
	Oct 1, 2015	Oct 1, 2016	Oct 1, 2017	Oct 1, 2018	Oct 1, 2019	Oct 1, 2020	Oct 1, 2021	Oct 1, 2022	Oct 1, 2023				
K	2,525	2,595	2,554	2,580	2,682	2,371	2,600	2,553	2,452	-101		2,560	-108
1 - 5	13,685	13,847	13,620	13,425	13,485	12,925	12,972	13,353	13,412	59		13,581	-169
<b>Elementary</b>	<b>16,210</b>	<b>16,442</b>	<b>16,174</b>	<b>16,005</b>	<b>16,167</b>	<b>15,296</b>	<b>15,572</b>	<b>15,906</b>	<b>15,864</b>	<b>-42</b>		<b>16,141</b>	<b>-277</b>
6 - 8	8,601	8,824	8,958	8,966	8,952	8,653	8,488	8,443	8,341	-102		8,381	-40
9 - 12	11,745	11,934	11,930	12,037	12,267	12,376	12,546	12,268	12,583	315		12,352	231
<b>Secondary</b>	<b>20,346</b>	<b>20,758</b>	<b>20,888</b>	<b>21,003</b>	<b>21,219</b>	<b>21,029</b>	<b>21,034</b>	<b>20,711</b>	<b>20,924</b>	<b>213</b>		<b>20,733</b>	<b>191</b>
<b>K - 12 Totals</b>	<b>36,556</b>	<b>37,200</b>	<b>37,062</b>	<b>37,008</b>	<b>37,386</b>	<b>36,325</b>	<b>36,606</b>	<b>36,617</b>	<b>36,788</b>	<b>171</b>		<b>36,874</b>	<b>-86</b>
Alternative Day	379	399	399	289	326	342	444	413	419	6			
SPED Sites	297	288	285	238	225	343	331	312	133	-179			
<b>K - 12 Day Totals</b>	<b>37,232</b>	<b>37,887</b>	<b>37,746</b>	<b>37,535</b>	<b>37,937</b>	<b>37,010</b>	<b>37,381</b>	<b>37,342</b>	<b>37,340</b>	<b>-2</b>			
Alternative Night	245	271	268	290	230	183	371	353	412	59			
EC Spec Ed	815	794	875	897	934	878	792	1,028	1,131	103			
KR Preschool PLUS		68	128	146	143	133	133	138	142	4			
<b>* PreK - 12 Totals</b>	<b>38,292</b>	<b>39,020</b>	<b>39,017</b>	<b>38,868</b>	<b>39,244</b>	<b>38,204</b>	<b>38,677</b>	<b>38,861</b>	<b>39,025</b>	<b>164</b>			

\* Includes full-time, part-time and dual-enrolled students

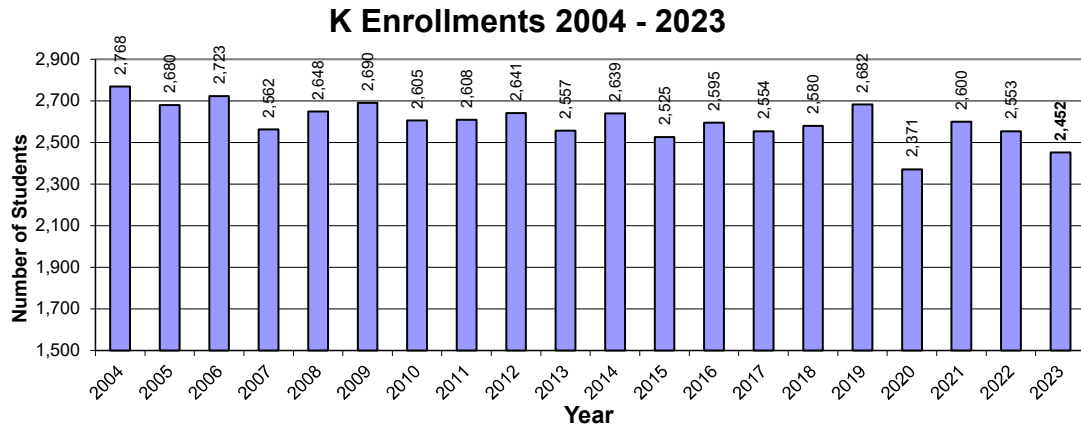
### Anoka-Hennepin ISD11 Total Enrollment History October 1



**Elementary Counts**  
**October 1, 2023**

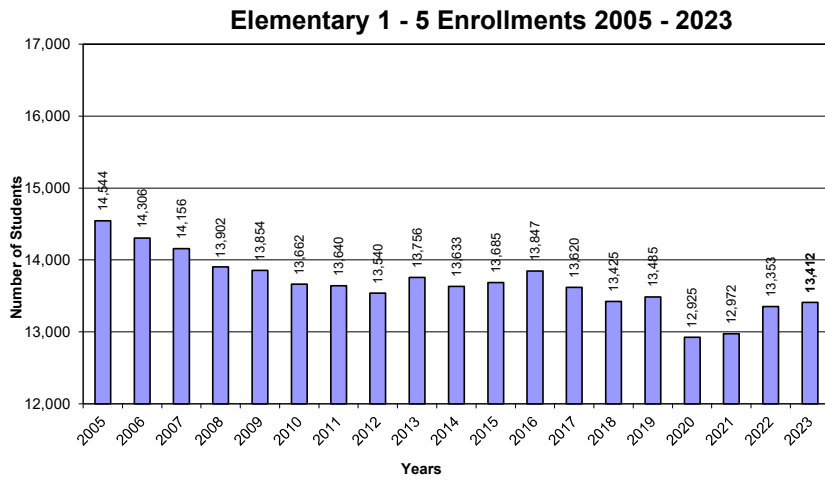
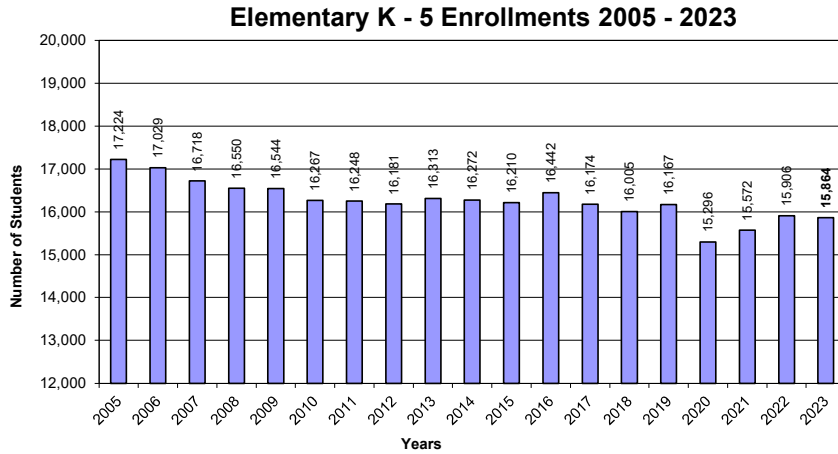
School Name	Sch#	K	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Total	Projected	
									Projected	Diff
Adams Elementary School	400	86	74	86	72	71	79	468	481	-13
Andover Elementary School	426	188	209	174	195	213	225	1,204	1,198	6
Brookside Elementary School	432	115	118	132	129	159	122	775	780	-5
Champlin Brooklyn Park	430	113	113	134	129	141	145	775	857	-82
Crooked Lake Elementary	402	62	73	93	69	85	76	458	474	-16
Dayton Elementary School	424	94	107	88	81	82	92	544	518	26
Eisenhower Elementary	422	66	61	61	98	102	97	485	473	12
Evergreen Park Elementary	421	61	68	69	61	69	80	408	393	15
Hamilton Elementary School	404	77	61	60	55	65	63	381	359	22
Hoover Elementary School	405	64	92	75	68	85	75	459	490	-31
Jefferson Elementary School	406	108	95	124	110	108	106	651	656	-5
Johnsville Elementary	407	109	105	125	104	98	121	662	707	-45
Lincoln Elementary School	408	77	69	83	70	55	73	427	462	-35
Madison Elementary School	410	72	60	69	77	71	75	424	426	-2
McKinley Elementary School	411	115	108	111	111	96	112	653	648	5
Mississippi Elementary	412	62	87	88	74	65	85	461	506	-45
Monroe Elementary School	413	84	75	93	90	100	103	545	597	-52
Morris Bye Elementary	414	80	68	76	72	77	67	440	449	-9
Oxbow Creek Elementary	425	145	206	171	178	218	192	1,110	1,102	8
Ramsey Elementary School	423	140	153	168	153	155	180	949	995	-46
Rum River Elementary	427	126	137	157	145	153	135	853	883	-30
Sand Creek Elementary	417	81	81	111	113	85	106	577	606	-29
Sunrise Elementary School	431	166	151	158	163	184	171	993	961	32
University Ave Elementary	418	83	101	94	108	88	114	588	569	19
Wilson Elementary School	420	78	96	104	96	108	92	574	551	23
<b>October 1, 2023 Elem Totals</b>		<b>2,452</b>	<b>2,568</b>	<b>2,704</b>	<b>2,621</b>	<b>2,733</b>	<b>2,786</b>	<b>15,864</b>	<b>16,141</b>	<b>-277</b>
Projected		2,560	2,609	2,740	2,659	2,793	2,780	16,141		
Difference from Projected		-108	-41	-36	-38	-60	6	-277		

**Kindergarten  
October 1 Enrollment  
2004 - 2023**



Year	K Enrollment
1994	3,053
1995	3,134
1996	3,098
1997	3,073
1998	3,005
1999	3,003
2000	2,857
2001	2,864
2002	2,772
2003	2,687
2004	2,768
2005	2,680
2006	2,723
2007	2,562
2008	2,648
2009	2,690
2010	2,605
2011	2,608
2012	2,641
2013	2,557
2014	2,639
2015	2,525
2016	2,595
2017	2,554
2018	2,580
2019	2,682
2020	2,371
2021	2,600
2022	2,553
2023	2,452

**Elementary Enrollments Grades K - 5  
October 1 Enrollment  
2005 - 2023**



Year	K-5	Year	K	Year	1-5
1993	18,304	1993	3,066	1993	15,238
1994	18,294	1994	3,053	1994	15,241
1995	18,693	1995	3,134	1995	15,559
1996	18,759	1996	3,098	1996	15,661
1997	18,776	1997	3,073	1997	15,703
1998	18,789	1998	3,005	1998	15,784
1999	18,869	1999	3,003	1999	15,866
2000	18,602	2000	2,857	2000	15,745
2001	18,214	2001	2,864	2001	15,350
2002	17,774	2002	2,772	2002	15,002
2003	17,565	2003	2,687	2003	14,878
2004	17,461	2004	2,768	2004	14,693
2005	17,224	2005	2,680	2005	14,544
2006	17,029	2006	2,723	2006	14,306
2007	16,718	2007	2,562	2007	14,156
2008	16,550	2008	2,648	2008	13,902
2009	16,544	2009	2,690	2009	13,854
2010	16,267	2010	2,605	2010	13,662
2011	16,248	2011	2,608	2011	13,640
2012	16,181	2012	2,641	2012	13,540
2013	16,313	2013	2,557	2013	13,756
2014	16,272	2014	2,639	2014	13,633
2015	16,210	2015	2,525	2015	13,685
2016	16,442	2016	2,595	2016	13,847
2017	16,174	2017	2,554	2017	13,620
2018	16,005	2018	2,580	2018	13,425
2019	16,167	2019	2,682	2019	13,485
2020	15,296	2020	2,371	2020	12,925
2021	15,572	2021	2,600	2021	12,972
2022	15,906	2022	2,553	2022	13,353
2023	15,864	2023	2,452	2023	13,412

**Secondary Counts  
October 1, 2023**

School Name	Sch#	6	7	8	9	10	11	12	Total	Projected	
										Projected	Diff
Andover High School	0094				455	457	473	451	1,836	1,796	40
Anoka High School	0001				601	650	588	549	2,388	2,406	-18
Blaine High School	0091				828	783	801	727	3,139	3,074	65
Champlin Park High School	0192				735	735	830	716	3,016	2,903	113
Coon Rapids High School	0002				538	579	486	601	2,204	2,173	31
<b>High School Totals</b>					<b>3,157</b>	<b>3,204</b>	<b>3,178</b>	<b>3,044</b>	<b>12,583</b>	<b>12,352</b>	<b>231</b>
Anoka Middle School	0003	521	527	565					1,613	1,584	29
Coon Rapids Middle School	0004	427	457	477					1,361	1,472	-111
Jackson Middle School	0006	649	677	706					2,032	1,972	60
Northdale Middle School	0090	361	343	334					1,038	1,061	-23
Oak View Middle School	0193	421	427	434					1,282	1,272	10
Roosevelt Middle School	0195	326	344	345					1,015	1,020	-5
<b>Middle School Totals</b>		<b>2,705</b>	<b>2,775</b>	<b>2,861</b>					<b>8,341</b>	<b>8,381</b>	<b>-40</b>
<b>Secondary Totals</b>		<b>2,705</b>	<b>2,775</b>	<b>2,861</b>	<b>3,157</b>	<b>3,204</b>	<b>3,178</b>	<b>3,044</b>	<b>20,924</b>	<b>20,733</b>	<b>191</b>
Projected Secondary		2,741	2,848	2,950	3,121	3,293	3,139	3,010	21,102		
Difference		-36	-73	-89	36	-89	39	34	-178		

**Alternative & Special Education Programs**

School Name	Sch#	K-5	6	7	8	9	10	11	12	Total
A-H Regional High School	0110	0	0	0	0	0	26	70	116	212
A-H Technical High School	0434	0	0	0	0	0	0	0	159	159
Anthony Louis	0464	0	0	0	0	1	4	3	4	0
Compass BellCenter	0812	0	0	4	13	9	1	0	3	30
Compass On Line	0680	0	0	0	0	0	2	9	7	18
<b>Alternative Day Totals</b>		<b>0</b>	<b>0</b>	<b>4</b>	<b>13</b>	<b>10</b>	<b>33</b>	<b>82</b>	<b>289</b>	<b>419</b>
A-H Regional Night School	0111	0	0	0	0	0	41	103	268	412
<b>Alternative Totals</b>		<b>0</b>	<b>0</b>	<b>4</b>	<b>13</b>	<b>10</b>	<b>74</b>	<b>185</b>	<b>557</b>	<b>831</b>
* Not full-time equivalent										
		<b>PreK-5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	
Early Childhood Spec Ed	0437	1,131	0	0	0	0	0	0	0	1,131
Bridges	0436	0	0	0	0	0	0	0	1	1
Rivertrail Learning Center	0467	33	9	17	19	12	18	10	14	132
Pathways	0468	0	0	0	0	0	0	0	0	0
<b>Total Special Education Sites</b>		<b>1,164</b>	<b>9</b>	<b>17</b>	<b>19</b>	<b>12</b>	<b>18</b>	<b>10</b>	<b>15</b>	<b>1,264</b>

\*\* Part time students

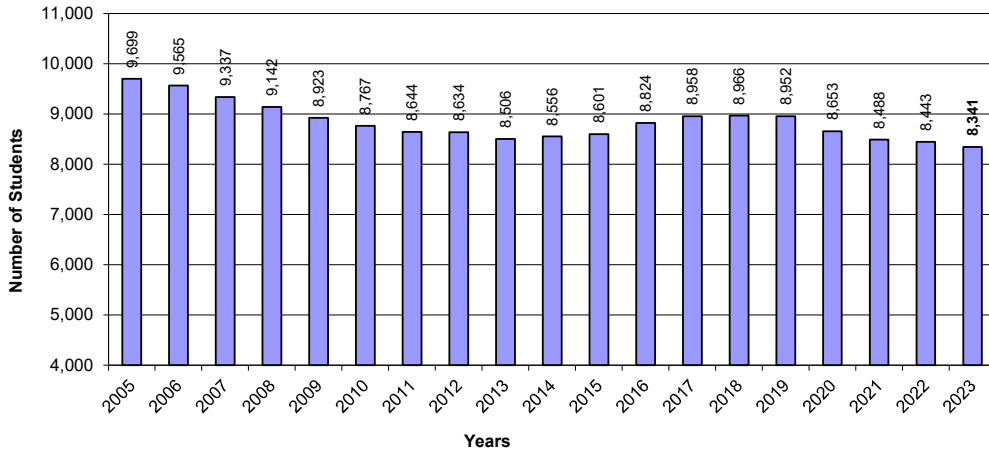
Sec Tech Ed Program	0198	Full Time				Part Time				Site
		Gr 10	Gr 11	Gr 12	FT Total	Gr 10	Gr 11	Gr 12	PT Total	
Andover High School		0	1	5	6	18	83	77	178	184
Anoka High School		0	0	1	1	16	77	100	193	194
Blaine High School		0	0	5	5	7	90	134	231	236
Champlin Park High School		0	0	2	2	26	150	151	327	329
Coon Rapids High School		0	0	4	4	11	84	112	207	211
Alternative Schools		0	0	8	8	5	48	111	164	172

STEP students are included in home high school counts above except the Out of District/Non Public

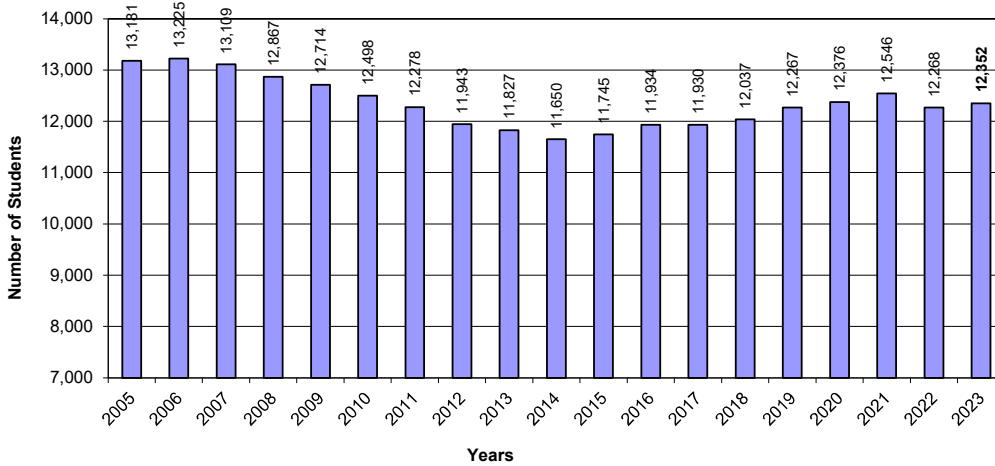
		Gr 6	Gr 7	Gr 8	Gr 9	Gr 10	Gr 11	Gr 12	Total
Secondary Virtual School	0898				10	34	79	124	247

**Secondary Enrollments Grades 6 - 12  
October 1 Enrollment  
2005-2023**

**Middle School Grades 6 - 8 Enrollments 2005-2023**

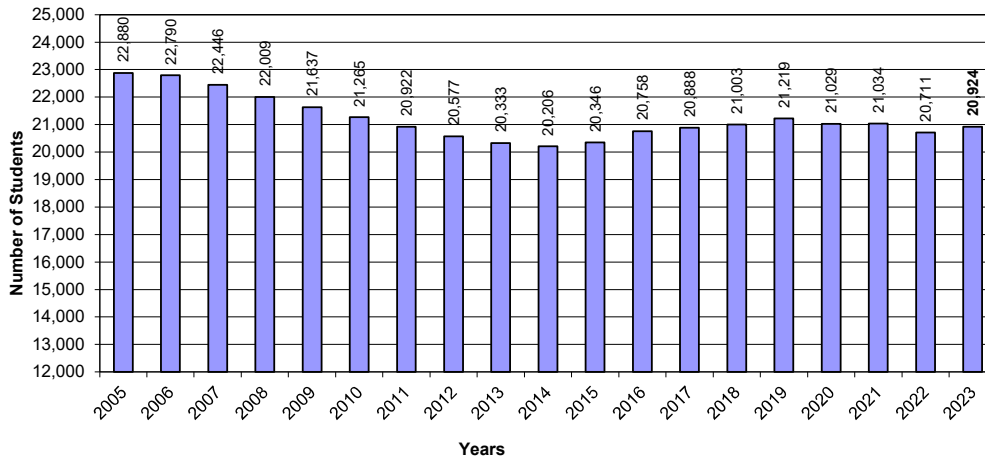


**High School Grades 9 - 12 Enrollments 2005 - 2023**



Year	Enrollment	Gr 9-12 Enrollment	Gr 6-8 Enrollment
1990	16,830		
1991	17,409		
1992	18,152	9,692	8,460
1993	18,737	10,003	8,734
1994	19,101	10,368	8,733
1995	19,552	10,728	8,824
1996	20,265	11,182	9,083
1997	20,550	11,314	9,236
1998	20,937	11,518	9,419
1999	21,078	11,727	9,351
2000	21,346	11,938	9,408
2001	21,725	12,145	9,580
2002	22,062	12,425	9,637
2003	22,235	12,568	9,667
2004	22,690	12,979	9,711
2005	22,880	13,181	9,699
2006	22,790	13,225	9,565
2007	22,446	13,109	9,337
2008	22,009	12,867	9,142
2009	21,637	12,714	8,923
2010	21,265	12,498	8,767
2011	20,922	12,278	8,644
2012	20,577	11,943	8,634
2013	20,333	11,827	8,506
2014	20,206	11,650	8,556
2015	20,346	11,745	8,601
2016	20,758	11,934	8,824
2017	20,888	11,930	8,958
2018	21,003	12,037	8,966
2019	21,219	12,267	8,952
2020	21,029	12,376	8,653
2021	21,034	12,546	8,488
2022	20,711	12,268	8,443
2023	20,924	12,352	8,341

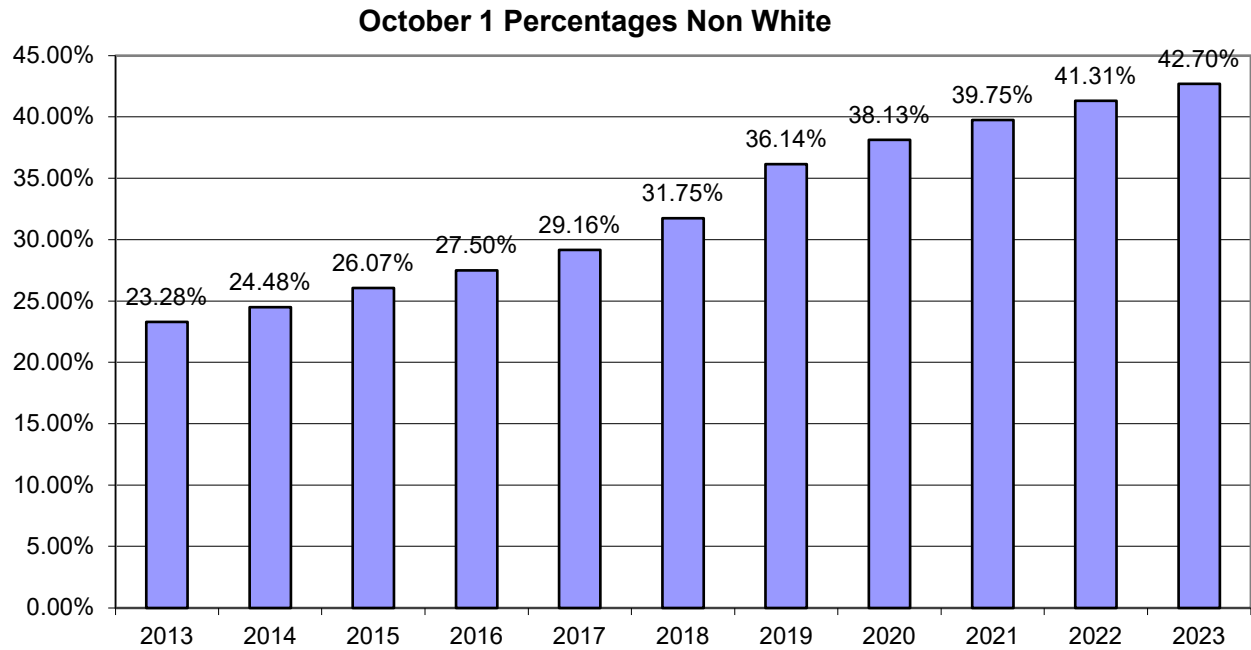
**Secondary 6 - 12 Enrollments 2005 - 2023**



**Ethnicity by School  
October 1, 2023**

School Name	Enrolled	% NonWhite	American Indian	Asian	Hispanic	Black	White	Pacific Islander	Two or More
<b>Elementary Schools</b>									
Adams Elementary School	468	62.61%	1	69	40	125	175	0	58
Andover Elementary School	1204	22.01%	2	67	57	69	939	0	70
Brookside Elementary School	775	24.77%	2	61	35	46	583	0	48
Champlin Brooklyn Park	775	46.71%	4	111	52	128	413	0	67
Crooked Lake Elementary	458	26.64%	1	21	23	47	336	0	30
Dayton Elementary School	544	45.04%	7	41	71	77	299	1	48
Eisenhower Elementary	485	49.28%	4	47	80	51	246	0	57
Evergreen Park Elementary	408	90.93%	0	94	83	154	37	0	40
Hamilton Elementary School	381	61.15%	5	52	38	88	148	1	49
Hoover Elementary School	459	47.06%	3	53	43	57	243	0	60
Jefferson Elementary School	651	49.46%	3	99	53	108	329	0	59
Johnsville Elementary	662	41.69%	1	50	42	111	386	0	72
Lincoln Elementary School	427	37.94%	3	22	38	52	265	0	47
Madison Elementary School	424	45.28%	1	65	52	46	232	0	28
McKinley Elementary School	653	17.76%	0	46	17	12	537	0	41
Mississippi Elementary	461	48.37%	0	55	38	71	238	1	58
Monroe Elementary School	545	74.31%	4	162	57	126	140	0	56
Morris Bye Elementary	440	53.41%	3	65	28	90	205	0	49
Oxbow Creek Elementary	1110	37.03%	5	116	51	130	699	0	109
Ramsey Elementary School	949	49.42%	3	74	66	244	480	2	80
Rum River Elementary	853	19.46%	2	45	44	33	687	0	42
Sand Creek Elementary	577	48.53%	4	61	46	89	297	1	79
Sunrise Elementary School	993	34.04%	2	88	26	162	655	1	59
University Ave Elementary	588	56.12%	6	49	59	153	258	0	63
Wilson Elementary School	574	43.55%	4	56	30	98	324	0	62
<b>Elementary Totals</b>	<b>15864</b>	<b>42.32%</b>	<b>70</b>	<b>1669</b>	<b>1169</b>	<b>2367</b>	<b>9151</b>	<b>7</b>	<b>1431</b>
<b>Middle Schools</b>									
Anoka Middle School	1613	37.32%	11	103	104	237	1011	0	147
Coon Rapids Middle School	1361	56.36%	8	152	146	306	594	1	154
Jackson Middle School	2032	55.76%	10	342	189	394	899	1	197
Northdale Middle School	1038	45.09%	5	121	96	151	570	2	93
Oak View Middle School	1282	22.39%	1	64	64	73	995	0	85
Roosevelt Middle School	1015	33.79%	7	84	54	125	672	0	73
<b>Middle School Totals</b>	<b>8341</b>	<b>43.16%</b>	<b>42</b>	<b>866</b>	<b>653</b>	<b>1286</b>	<b>4741</b>	<b>4</b>	<b>749</b>
<b>High Schools</b>									
Andover High School	1836	21.02%	5	75	89	115	1450	1	101
Anoka High School	2388	35.39%	14	151	155	322	1543	1	202
Blaine High School	3139	42.02%	21	340	241	493	1820	1	223
Champlin Park High School	3016	56.47%	17	424	299	694	1313	3	266
Coon Rapids High School	2204	51.77%	19	232	175	505	1063	3	207
<b>High School Totals</b>	<b>12583</b>	<b>42.87%</b>	<b>76</b>	<b>1222</b>	<b>959</b>	<b>2129</b>	<b>7189</b>	<b>9</b>	<b>999</b>
<b>District Totals</b>	<b>36788</b>	<b>42.70%</b>	<b>188</b>	<b>3757</b>	<b>2781</b>	<b>5782</b>	<b>21081</b>	<b>20</b>	<b>3179</b>
			0.51%	10.21%	7.56%	15.72%	57.30%	0.05%	8.64%
<b>Year-over-Year Comparison</b>									
	<b>Enrolled</b>	<b>% NonWhite</b>	<b>American Indian</b>	<b>Asian</b>	<b>Hispanic</b>	<b>Black</b>	<b>White</b>	<b>Pacific Islander</b>	<b>Two or More</b>
<b>2023-24 Year</b>	36788	42.70%	0.51%	10.21%	7.56%	15.72%	57.30%	0.05%	8.64%
<b>2022-23 Year</b>	36617	41.31%	0.49%	9.87%	7.26%	15.04%	58.69%	0.05%	8.59%
<b>2021-22 Year</b>	36,606	39.75%	0.49%	9.34%	7.16%	14.31%	60.25%	0.07%	8.39%
<b>2020-21 Year</b>	36,325	38.13%	0.57%	8.85%	6.90%	13.40%	61.87%	0.07%	8.33%
<b>2019-20 Year</b>	37,386	36.14%	0.58%	8.43%	6.59%	12.67%	63.86%	0.06%	7.82%
<b>2018-19 Year</b>	37,008	31.75%	0.62%	7.90%	5.86%	12.01%	68.25%	0.11%	5.25%
<b>2017-18 Year</b>	37,062	29.05%	1.58%	8.60%	5.31%	13.56%	70.58%	-	-
<b>2016-17 Year</b>	37,200	27.50%	1.48%	8.27%	5.12%	12.63%	72.50%	-	-
<b>2015-16 Year</b>	36,556	26.07%	1.47%	7.76%	4.80%	12.04%	73.93%	-	-
<b>2014-15 Year</b>	36,478	24.48%	1.44%	7.32%	4.49%	11.22%	75.52%	-	-
<b>2013-14 Year</b>	36,646	23.28%	1.41%	6.95%	4.26%	10.66%	76.72%	-	-
<b>2012-13 Year</b>	36,758	22.22%	1.38%	6.59%	4.08%	10.17%	77.78%	-	-
<b>2011-12 Year</b>	37,170	21.88%	1.34%	6.50%	3.98%	10.06%	78.12%	-	-
<b>2010-11 Year</b>	37,532	21.48%	1.32%	6.50%	3.94%	9.73%	78.52%	-	-
<b>2009-10 Year</b>	38,181	20.99%	1.30%	6.42%	3.85%	9.42%	79.01%	-	-
<b>2008-09 Year</b>	38,559	20.40%	1.33%	6.39%	3.60%	9.08%	79.60%	-	-
<b>2007-08 Year</b>	39,164	18.92%	1.20%	6.19%	3.19%	8.33%	81.08%	-	-

### District Percent Non White



Year	Percent by Ethnic Group							
	% NonWhite	Native Am	Asian	Hispanic	Black	White	Pacific Islander	Two or More
2011	21.88%	1.34%	6.50%	3.98%	10.06%	78.12%	-	-
2012	22.22%	1.38%	6.59%	4.08%	10.17%	77.78%	-	-
2013	23.28%	1.41%	6.95%	4.26%	10.66%	76.72%	-	-
2014	24.48%	1.44%	7.32%	4.49%	11.22%	75.52%	-	-
2015	26.07%	1.47%	7.76%	4.80%	12.04%	73.93%	-	-
2016	27.50%	1.48%	8.27%	5.12%	12.63%	72.50%	-	-
2017	29.16%	1.58%	8.64%	5.33%	13.61%	70.84%	-	-
2018	31.75%	0.62%	7.90%	5.86%	12.01%	68.25%	0.11%	5.25%
2019	36.14%	0.58%	8.43%	6.59%	12.67%	63.86%	0.06%	7.82%
2020	38.13%	0.57%	8.85%	6.90%	13.40%	61.87%	0.07%	8.33%
2021	39.75%	0.49%	9.34%	7.16%	14.31%	60.25%	0.07%	8.39%
2022	41.31%	0.49%	9.87%	7.26%	15.04%	58.69%	0.05%	8.59%
2023	42.70%	0.51%	10.21%	7.56%	15.72%	57.30%	0.05%	8.64%

**ESL by School by Service Level  
October 1, 2023**

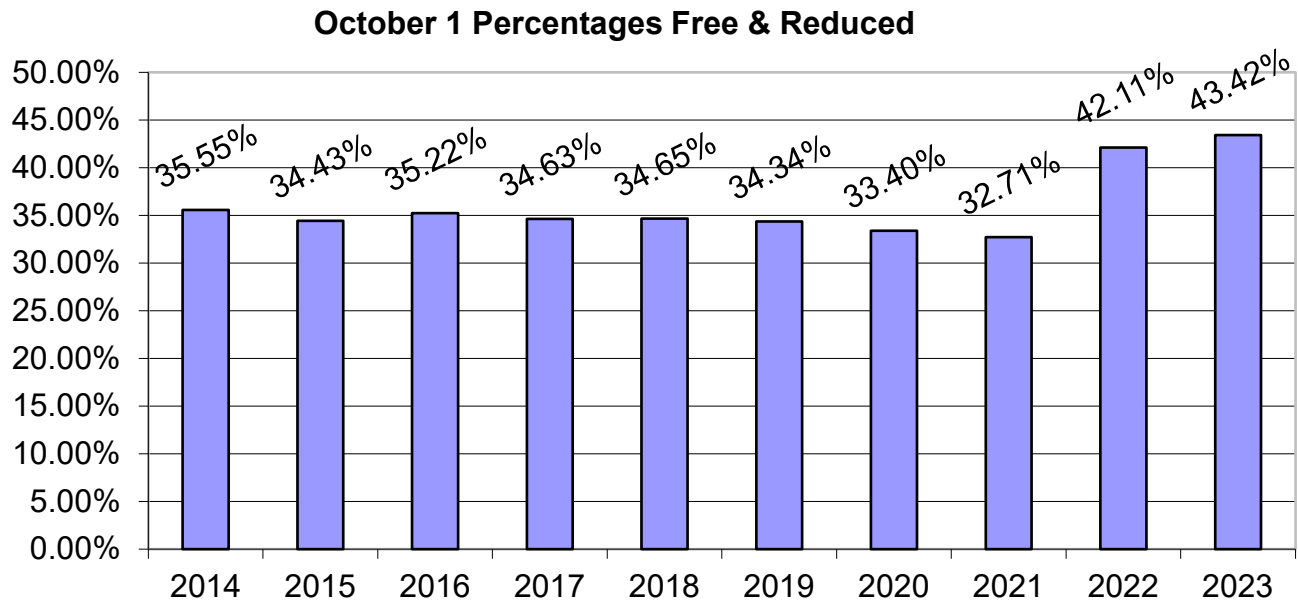
Students Eligible and Participating

School Name	Total	Enrl	%	ESL Levels					Bridging	Reaching
				Qualify K-1	Entering	Emerging	Developing	Expanding		
<b>Elementary Schools</b>										
Adams Elementary School	123	468	26.28%	2	47	31	32	11		
Andover Elementary School	55	1204	4.57%	0	11	5	24	15		
Brookside Elementary School	62	775	8.00%	0	16	13	26	7		
Champlin Brooklyn Park	83	775	10.71%	0	29	19	23	12		
Crooked Lake Elementary	31	458	6.77%	0	1	6	20	4		
Dayton Elementary School	77	544	14.15%	0	30	20	22	5		
Eisenhower Elementary	104	485	21.44%	0	24	27	42	11		
Evergreen Park Elementary	124	408	30.39%	1	32	24	56	11		
Hamilton Elementary School	77	381	20.21%	0	22	18	31	6		
Hoover Elementary School	42	459	9.15%	0	16	6	14	6		
Jefferson Elementary School	131	651	20.12%	0	44	24	47	16		
Johnsville Elementary	73	662	11.03%	1	14	14	32	12		
Lincoln Elementary School	38	427	8.90%	0	11	11	12	4		
Madison Elementary School	60	424	14.15%	0	16	12	18	14		
McKinley Elementary School	36	653	5.51%	0	12	6	17	1		
Mississippi Elementary	72	461	15.62%	0	13	18	30	11		
Monroe Elementary School	132	545	24.22%	0	25	37	50	20		
Morris Bye Elementary	55	440	12.50%	0	12	13	24	6		
Oxbow Creek Elementary	97	1110	8.74%	0	22	20	31	24		
Ramsey Elementary School	131	949	13.80%	0	33	31	53	14		
Rum River Elementary	43	853	5.04%	0	8	8	20	7		
Sand Creek Elementary	91	577	15.77%	0	31	18	33	9		
Sunrise Elementary School	91	993	9.16%	0	20	15	39	17		
University Ave Elementary	69	588	11.73%	0	24	12	21	12		
Wilson Elementary School	65	574	11.32%	0	9	15	31	10		
<b>ESL Site Totals</b>	<b>1962</b>	<b>15864</b>	<b>12.37%</b>	<b>4</b>	<b>522</b>	<b>423</b>	<b>748</b>	<b>265</b>		
District Elem Totals		15,864	12.37%							
<b>Middle Schools</b>										
Anoka MS	89	1613	5.52%	0	8	12	38	31		
Coon Rapids MS	128	1361	9.40%	0	24	16	58	30		
Jackson MS	174	2032	8.56%	0	16	26	99	33		
Northdale MS	60	1038	5.78%	0	5	11	26	18		
Oakview MS	31	1282	2.42%	0	3	5	13	10		
Roosevelt MS	49	1015	4.83%	1	5	8	24	11		
<b>ESL Site Totals</b>	<b>531</b>	<b>8341</b>	<b>6.37%</b>	<b>1</b>	<b>61</b>	<b>78</b>	<b>258</b>	<b>133</b>		
District MS Totals		8,341	6.37%							
<b>High Schools</b>										
Andover HS	29	1836	1.58%	0	1	5	15	8		
Anoka HS	92	2388	3.85%	0	9	23	43	17		
Blaine HS	174	3139	5.54%	0	24	21	83	46		
Champlin Park HS	232	3016	7.69%	0	17	40	124	51		
Coon Rapids HS	171	2204	7.76%	0	33	28	75	35		
<b>ESL Site Totals</b>	<b>698</b>	<b>12583</b>	<b>5.55%</b>	<b>0</b>	<b>84</b>	<b>117</b>	<b>340</b>	<b>157</b>		
District HS Totals		12,583	5.55%							
<b>District Total</b>	<b>3191</b>	<b>36788</b>	<b>8.67%</b>	<b>5</b>	<b>667</b>	<b>618</b>	<b>1346</b>	<b>555</b>		
				Qualify K-1	Entering	Emerging	Developing	Expanding	Bridging	Reaching
2023-2024 Dist Total	3191	36,788	8.67%	5	667	618	1346	555		
2022-2023 Dist Total	3208	36617	8.76%	19	624	621	1383	561	0	0
2021-2022 Dist Total	2699	36606	7.37%	5	667	618	1346	555	0	0
2020-2021 Dist Total	2445	36325	6.73%	157	275	401	1076	536	0	0
2019-2020 Dist Total	2578	37386	6.90%	367	302	389	1017	503	0	0
2018-2019 Dist Total	2388	37008	6.45%	355	258	355	902	518	0	0
2017-2018 Dist Total	2304	37062	6.22%	294	286	392	871	461	0	0
2016-2017 Dist Total	2132	37200	5.73%	289	230	255	485	602	270	1
2015-2016 Dist Total	2112	36556	5.78%	285	232	234	532	655	174	0
2014-2015 Dist Total	2347	36478	6.43%	312	199	230	646	749	203	8
<b>Previous ESL Levels</b>										
					New	Beg	AdvBg	Intermd	Adv	Monitor
2012-2013 Dist Total	2438	36758	6.63%		79	619	482	562	443	253
2011-2012 Dist Total	2364	37170	6.36%		141	527	517	560	438	181
2010-2011 Dist Total	2261	37532	6.02%		137	539	438	497	434	216
2009-2010 Dist Total	2332	38181	6.11%		165	552	453	416	537	209
2008-2009 Dist Total	2379	38559	6.17%		173	575	486	566	378	201

**Free and Reduced/Economic Indicator by School  
October 1, 2023**

School Name	Enrolled	Total F&R	F&R		Free	%	
			Total%	Reduced			
<b>Elementary Schools</b>							
Adams Elementary School	468	339	72.44%	53	11.32%	286 61.11%	
Andover Elementary School	1204	267	22.18%	61	5.07%	206 17.11%	
Brookside Elementary School	775	244	31.48%	62	8.00%	182 23.48%	
Champlin Brooklyn Park	775	351	45.29%	84	10.84%	267 34.45%	
Crooked Lake Elementary	458	175	38.21%	33	7.21%	142 31.00%	
Dayton Elementary School	544	189	34.74%	46	8.46%	143 26.29%	
Eisenhower Elementary	485	292	60.21%	60	12.37%	232 47.84%	
Evergreen Park Elementary	408	342	83.82%	74	18.14%	268 65.69%	
Hamilton Elementary School	381	281	73.75%	67	17.59%	214 56.17%	
Hoover Elementary School	459	276	60.13%	55	11.98%	221 48.15%	
Jefferson Elementary School	651	333	51.15%	60	9.22%	273 41.94%	
Johnsville Elementary	662	337	50.91%	68	10.27%	269 40.63%	
Lincoln Elementary School	427	254	59.48%	46	10.77%	208 48.71%	
Madison Elementary School	424	226	53.30%	46	10.85%	180 42.45%	
McKinley Elementary School	653	128	19.60%	18	2.76%	110 16.85%	
Mississippi Elementary	461	290	62.91%	45	9.76%	245 53.15%	
Monroe Elementary School	545	292	53.58%	56	10.28%	236 43.30%	
Morris Bye Elementary	440	250	56.82%	51	11.59%	199 45.23%	
Oxbow Creek Elementary	1110	327	29.46%	93	8.38%	234 21.08%	
Ramsey Elementary School	949	573	60.38%	130	13.70%	443 46.68%	
Rum River Elementary	853	210	24.62%	59	6.92%	151 17.70%	
Sand Creek Elementary	577	291	50.43%	51	8.84%	240 41.59%	
Sunrise Elementary School	993	227	22.86%	41	4.13%	186 18.73%	
University Ave Elementary	588	366	62.24%	62	10.54%	304 51.70%	
Wilson Elementary School	574	313	54.53%	62	10.80%	251 43.73%	
<b>Elementary Totals</b>	<b>15864</b>	<b>7173</b>	<b>45.22%</b>	<b>1483</b>	<b>9.35%</b>	<b>5690 35.87%</b>	
<b>Middle Schools</b>							
Anoka Middle School	1613	730	45.26%	158	9.80%	572 35.46%	
Coon Rapids Middle School	1361	848	62.31%	177	13.01%	671 49.30%	
Jackson Middle School	2032	893	43.95%	196	9.65%	697 34.30%	
Northdale Middle School	1038	495	47.69%	125	12.04%	370 35.65%	
Oak View Middle School	1282	287	22.39%	65	5.07%	222 17.32%	
Roosevelt Middle School	1015	364	35.86%	84	8.28%	280 27.59%	
<b>Middle School Totals</b>	<b>8341</b>	<b>3617</b>	<b>43.36%</b>	<b>805</b>	<b>9.65%</b>	<b>2812 33.71%</b>	
<b>High Schools</b>							
Andover High School	1836	396	21.57%	103	5.61%	293 15.96%	
Anoka High School	2388	975	40.83%	224	9.38%	751 31.45%	
Blaine High School	3139	1208	38.48%	275	8.76%	933 29.72%	
Champlin Park High School	3016	1340	44.43%	301	9.98%	1039 34.45%	
Coon Rapids High School	2204	1265	57.40%	247	11.21%	1018 46.19%	
<b>High School Totals</b>	<b>12583</b>	<b>5184</b>	<b>41.20%</b>	<b>1150</b>	<b>9.14%</b>	<b>4034 32.06%</b>	
<b>District Totals</b>	<b>36788</b>	<b>15974</b>	<b>43.42%</b>	<b>3438</b>	<b>9.35%</b>	<b>12536 34.08%</b>	
			F&R				
	Enrolled	Total F&R	Total%	Reduced	%	Free	%
2023-2024 District Totals	36788	15974	43.42%	3438	9.35%	12536	34.08%
2022-2023 District Totals	36617	15419	42.11%	3756	10.26%	11663	31.85%
2021-2022 District Totals	36606	11973	32.71%	3044	8.32%	8929	24.39%
2020-2021 District Totals	36325	12132	33.40%	3357	9.24%	8775	24.16%
2019-2020 District Totals	37386	12840	34.34%	3859	10.32%	8981	24.02%
2018-2019 District Totals	37008	12824	34.65%	3496	9.45%	9328	25.21%
2017-2018 District Totals	37062	12834	34.63%	3475	9.38%	9359	25.25%
2016-2017 District Totals	37200	13102	35.22%	3451	9.28%	9651	25.94%
2015-2016 District Totals	36556	12588	34.43%	2951	8.07%	9637	26.36%
2014-2015 District Totals	36478	12967	35.55%	2698	7.40%	10269	28.15%
2013-2014 District Totals	36646	12757	34.81%	3131	8.54%	9626	26.27%
2012-2013 District Totals	36758	12520	34.06%	2944	8.01%	9576	26.05%
2011-2012 District Totals	37170	12576	33.83%	2883	7.76%	9693	26.08%
2010-2011 District Totals	37532	11905	32.02%	3426	9.22%	8479	22.81%

**District Percent Free & Reduced  
October 1 Percentages  
2014- 2023**



	<b>Total%</b> <b>F&amp;R</b>	<b>%</b> <b>Reduced</b>	<b>%</b> <b>Free</b>
<b>2003</b>	18.67%	6.11%	12.56%
<b>2004</b>	19.43%	6.13%	13.30%
<b>2005</b>	20.37%	6.45%	13.92%
<b>2006</b>	21.79%	7.13%	14.66%
<b>2007</b>	22.35%	7.10%	15.25%
<b>2008*</b>	26.73%	8.38%	18.36%
<b>2009</b>	30.66%	7.57%	23.08%
<b>2010</b>	31.72%	9.13%	22.59%
<b>2011</b>	33.84%	7.76%	26.08%
<b>2012</b>	34.06%	8.01%	26.05%
<b>2013</b>	34.81%	8.54%	26.27%
<b>2014</b>	35.55%	7.40%	28.15%
<b>2015</b>	34.43%	8.07%	26.36%
<b>2016</b>	35.22%	9.28%	25.94%
<b>2017</b>	34.63%	9.38%	25.25%
<b>2018</b>	34.65%	9.45%	25.21%
<b>2019</b>	34.34%	10.32%	24.02%
<b>2020</b>	33.40%	9.24%	24.16%
<b>2021</b>	32.71%	8.32%	24.39%
<b>2022</b>	42.11%	10.26%	31.85%
<b>2023</b>	43.42%	9.35%	34.08%

\* Totals reflect New 30 day Carry Over rule change

# October 1 enrollment report

October 23, 2023

Dr. Joel VerDuin, chief technology and information officer



## Oct. 1 enrollment report

### Purpose

- Provide information on key demographics.
- Describe notable trends or changes.
- Describe potential impacts.



# Oct. 1 enrollment report

## Context

- Impacts on facilities and programming.
- Interconnectivity: Projections, budget, staffing, actual counts.
- Broader implications.



# Oct. 1 enrollment report

## Summary

- Enrollment is growing, but evenly.
- We grew slightly less than projected.
- Changes in enrollment varied by level.
- Ethnicity changes continue in a steady pattern.
- Multilingual learner numbers are near steady.
- Free and reduced populations show a slight increase.



# Oct. 1 enrollment report

K-12

- Enrollment is up K-12 by 171 students.
- Our projection was for a 257 student increase.
- Translation to staffing.



# Oct. 1 enrollment report

Elementary enrollments - Pg 3

- K-5 numbers have decreased by 42 students.
- Small kindergarten class at 2452.
- Most of the larger anomalies occurred at boundary change schools.



# Oct. 1 enrollment report

Secondary enrollments - Page 6

- Middle school enrollments are down 102 students.
- High school enrollments are up 213 students.



# Oct. 1 enrollment report

Ethnicity - Page 8

- Consistency in trends of increases or decreases of ethnicity.
- White / Non-White - 57.3% / 42.7%.



# Oct. 1 enrollment report

Multilingual (ML) students - Page 10

- Near steady number at 8.67%.
- Trendline shows increase but slowing.



# Oct. 1 enrollment report

Free and reduced lunch participation - Page 11

- Last year's near 10% increase.
- Meals became free again in Minnesota in 2023.
- Slight increase in Free and Reduced numbers 43.4%.
- Changes in direct certification.
- Our Child Nutrition Program (CNP) efforts.



# Oct. 1 enrollment report

## Considerations

- Kindergarten numbers and variations by level will continue to influence projections and enrollment.
- As part of Strategic Priority 3.2 Analyze Enrollment Trends, we will have more detailed and long-term studies completed.

## Questions or comments

Oct. 1 enrollment report



ANOKA-HENNEPIN  
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# Achieving Academic Excellence

Including World's Best Workforce, Achievement and Integration

Dr. Johnna Rohmer-Hirt, executive director of research, evaluation and testing  
Dr. Mary Wolverton, associate superintendent for elementary schools  
Becky Brodeur, associate superintendent for middle schools and student services  
Dr. Josh Delich, associate superintendent for high schools  
Michelle Trelstad, executive director of community education and government relations  
Nate Manaen, director of student services



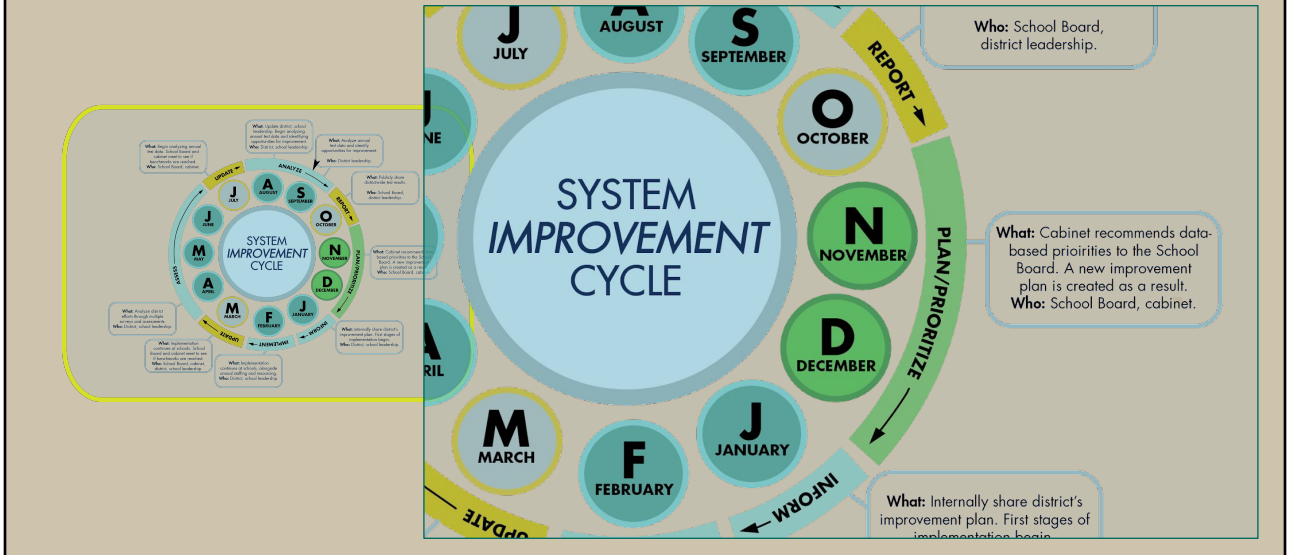
## Presentation overview

- Anoka-Hennepin continuous improvement process.
- World's Best Workforce legislative components.
- Achievement and integration legislative components.
- Student perception.
- Student achievement.



# Continuous improvement

Gathering, analyzing and prioritizing info to reach mission, vision and goals



# Continuous improvement

Monitoring and reporting effectiveness to reach mission, vision and goals

District scorecard: Annual monitoring and reporting tool used for district, school and department improvement planning and goal setting.

District Scorecard A: Maximizing student learning and minimizing the achievement gap												
Indicator	Description	Levels				Trend						
		Met/Exceeded	Concern	Baseline	Progress	2018-19	2019-20	2020-21	2021-22	2022-23	Desired	
A1.1 Early Learning Achievement Benchmark	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.2 Compelling, Rigorous Reading Readiness Benchmarks	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.3 Math Proficiency	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.4 MCAS II Reading Proficiency	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.5 Math Proficiency	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.6 MCAS II Reading Growth	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.7 GCM Kindergarten Reading Math Benchmark	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.8 Math Proficiency	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.9 MCAS II Math Proficiency	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.10 Math Proficiency	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.11 MCAS II Math Growth	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.12 MCAS II Science Proficiency	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.13 Math Proficiency	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.14 MCAS II Reading School Completion	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.15 MCAS II Math School Completion	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					
A1.16 MCAS II Science School Completion	Percent of all students who met/exceeded expected benchmarks	5.5%	40-58%	70-75%	80-88%	1.0%	63.0%					

# Continuous improvement

## Systems alignment



ANOKA-HENNERPIN SCHOOLS STRATEGIC PRIORITIES		
<b>2023-24 STRATEGIC PRIORITIES</b>		
<b>MISSION:</b> To provide exceptional educational experiences for all students and staff to ensure a bright future for all.		
<b>VISION:</b> To be a leading educational organization with high quality and high levels of student and staff engagement.		
<b>STRATEGIC PRIORITIES:</b>		
<b>SAFE AND WELL-BEING ORGANIZATION</b>	<b>INCREASED STUDENT ENGAGEMENT</b>	<b>EFFECTIVE OPERATIONAL SUPPORT</b>
1.1. Create a positive, safe, and healthy work environment for all staff. 1.2. Promote a culture of safety and well-being. 1.3. Ensure compliance with all applicable laws and regulations.	2.1. Increase student engagement in learning and school activities. 2.2. Promote a culture of continuous improvement. 2.3. Increase student achievement and graduation rates. 2.4. Promote student leadership and civic engagement.	3.1. Increase operational efficiency and effectiveness. 3.2. Promote a culture of innovation and continuous improvement. 3.3. Increase operational support for teaching and learning. 3.4. Promote operational excellence and customer service.

Superintendent's goals

Cabinets' goals

Principal and central administrator's goals

School improvement and departmental goals

Quality compensation teacher goals / Classroom and student goals

Annual performance goals flow from the district scorecard and strategic priorities to the superintendent and cascade throughout the system.

# World's Best Workforce

## Legislative components

- Clearly defined goals.
- A process for assessing student progress.
- A system to review staff effectiveness.
- Quality instruction and curriculum.
- Effective educational practices.
- Budget aligned to learning.



# WBWF legislative components

## Overview of Anoka-Hennepin's approach to WBWF components

WBWF components	Anoka-Hennepin strategies
Clearly defined goals	Goals based on data that cascade through the system.
A process for assessing student progress	Use of a comprehensive assessment system throughout all levels and departments, analyzed and disaggregated in multiple ways.
A system to review staff effectiveness	All staff are regularly scheduled for performance appraisal and teachers participate in QComp.
Quality instruction and curriculum	QComp observations focus on instruction, curriculum are aligned to standards and materials undergo a rigorous review.
Effective educational practices	The district employs a variety of evidence-based practices such as PLC structures, MTSS, and standards-based practices.
Budget aligned to learning	Over 75% of the district budget is directly aligned to classrooms.



# Achievement and integration

## Legislative components

Achievement and integration is established to:

- Reduce disparities in academic achievement based on students' diverse racial, ethnic and economic backgrounds.
- Reduce disparities in equitable access to effective and more diverse teachers among racially, ethnically and economically diverse students.
- Increase racial and economic diversity and integration.

*Minnesota statute 124D.861-862*

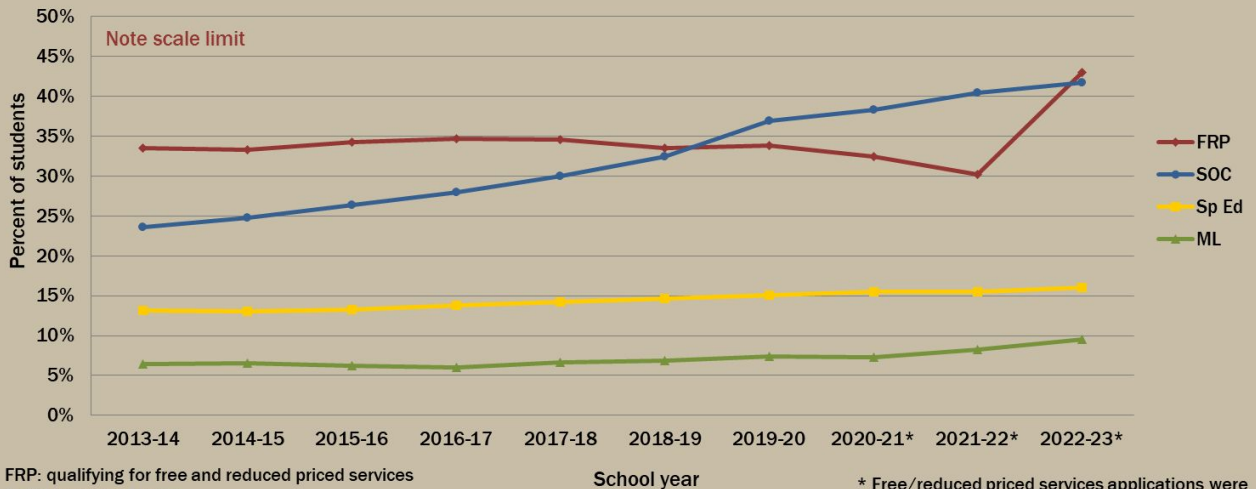
# Three-year plan (2024-2026)

## Overview of Anoka-Hennepin's approach to A&I components

A&I components	Anoka-Hennepin strategies
Career and college readiness for underserved students	Advancement via Individual Determination (AVID), International Baccalaureate (IB), Magnet/specialty school programming.
Professional development; cultural competency	Professional development on effective teaching practices, cultural competency.
Targeted interventions to improve achievement	Middle school and high school intervention teachers.
Student leadership, college visits, family engagement, intra and inter-district partnerships	Student achievement advisors, NWSISD, Step Up, Essence, Educators Rising.
Integrated learning environments, in-district transfer and cross-district choices	Magnet/specialty school programming.

# Demographic trend

## Who are we?



FRP: qualifying for free and reduced priced services  
 SoC: students of color  
 Sp Ed: qualifying for special education services  
 ML: Multilingual student receiving English language acquisition services

School year

\* Free/reduced priced services applications were not required in 2020-21 or 2021-22. In 2022-23, students were directly qualified through MDE based on set criteria in addition to family applications.

# Student perception data

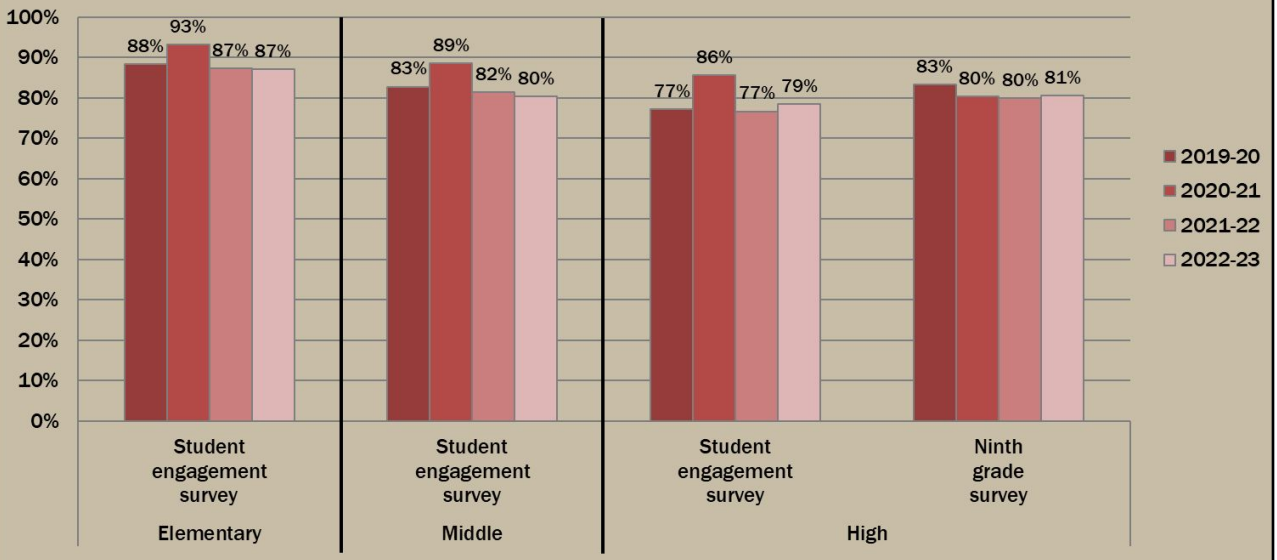


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## Safety and connectedness

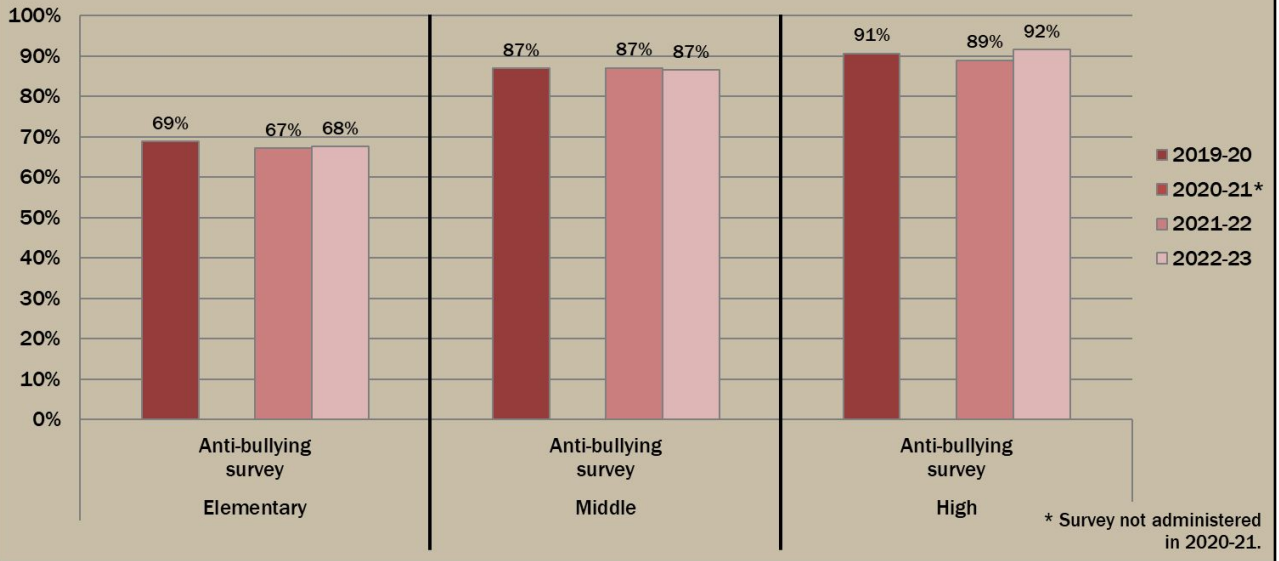
Students who report feeling safe at school





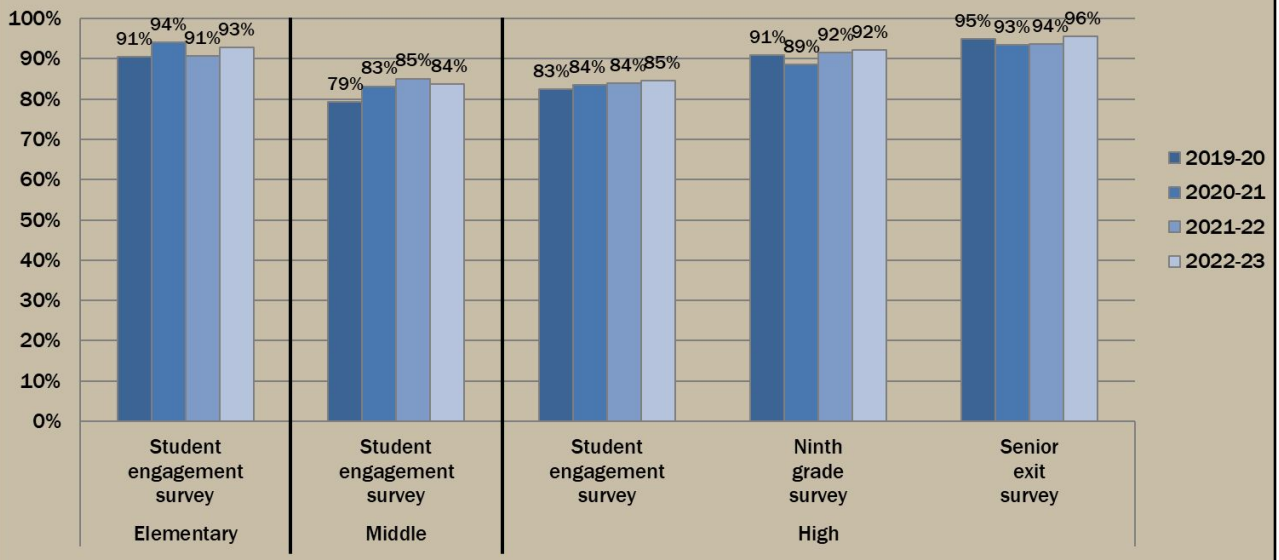
# Safety and connectedness

Students who report they have **never** been bullied in the last 30 days



# Safety and connectedness

Students who report having a good relationship with teachers





# Safety and connectedness

District response to the data – create an improvement plan

Anoka-Hennepin is focusing on:

- Deepening our work related to increasing positive culture and climate.
  - Emphasizing relationship building among students, teachers, staff, and families.
  - Continuing to find ways to incorporate student voice into what we do.
- Providing well-rounded, relevant academic programming at every level with increased mental health and social-emotional support.

## Student achievement data



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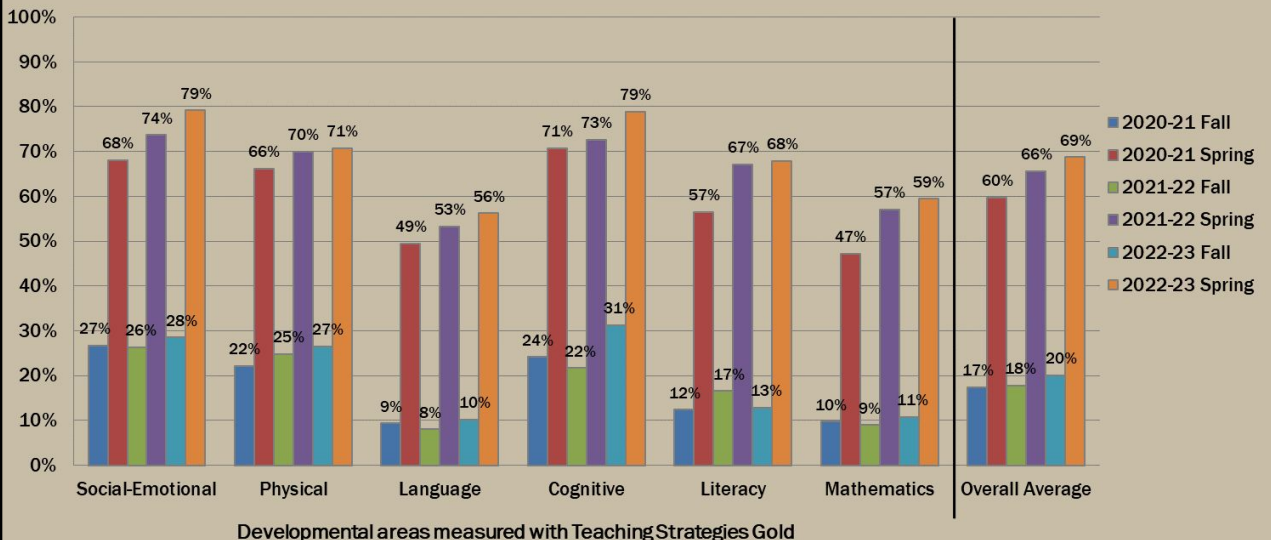
# Performance measures overview

Aligned to World’s Best Workforce:

- School readiness.
- Third-grade literacy.
- Career and college readiness.
- Closing achievement gaps.
- All students graduate.

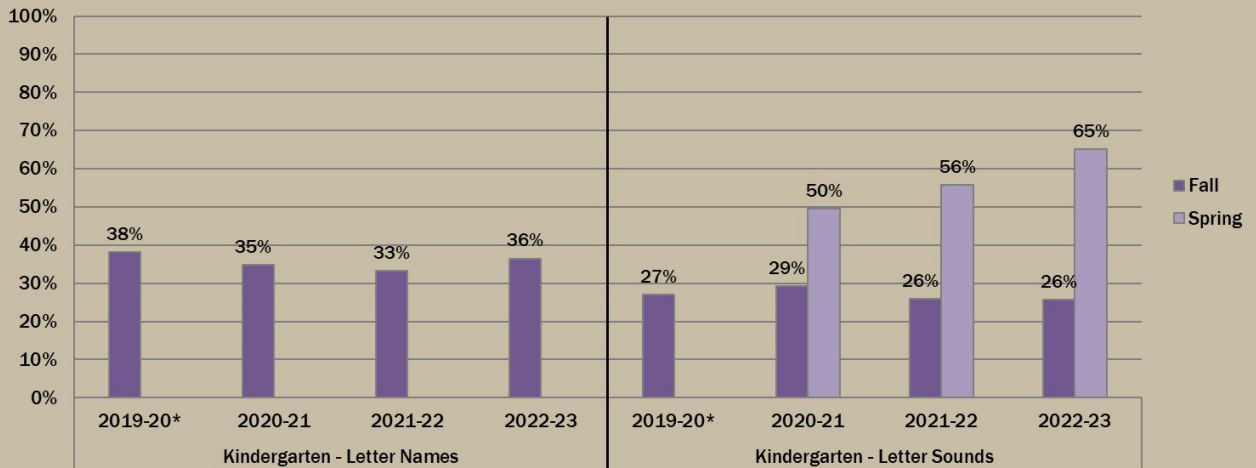
## School readiness

Percent of early learners meeting end-of-year kindergarten readiness benchmarks



# School readiness

Percent of students meeting benchmarks on kindergarten assessment



\*Note: The letter names task of the earlyReading assessment was not given to kindergarten students in the spring beginning in 2019-20. The letter names and letter sounds tasks were not assessed in spring of 2019-20 due to the COVID-19 pandemic.

# School readiness achievement

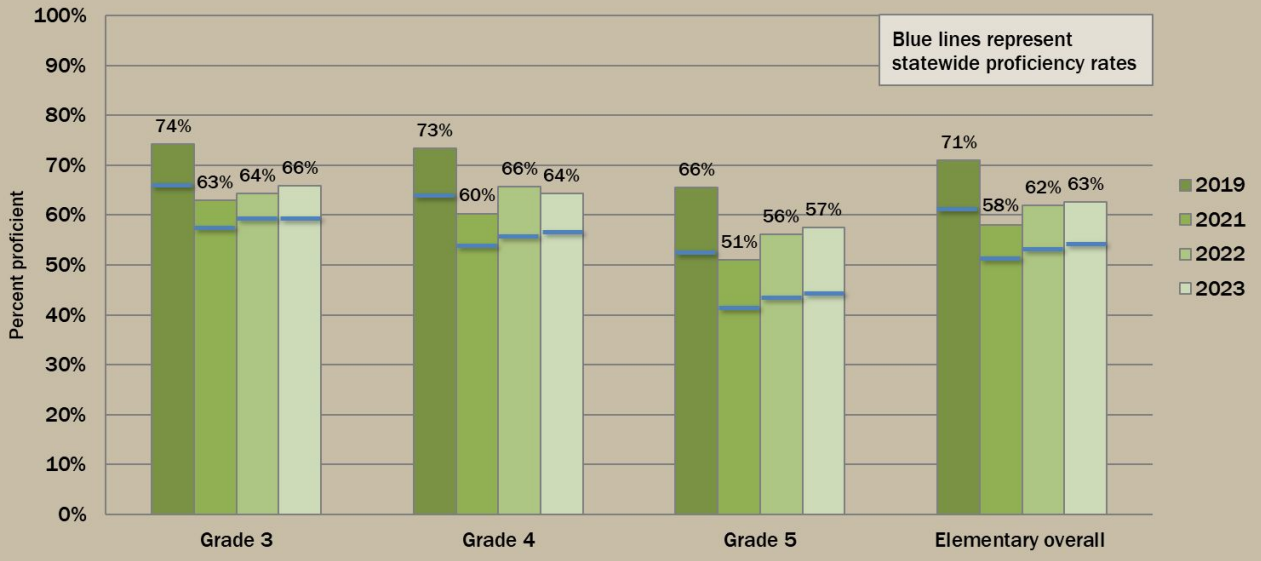
District response to the data – create an improvement plan

Anoka-Hennepin is focusing on:

- Utilizing Heggerty to supplement existing literacy curriculum by bringing explicit phonemic awareness instruction to the classroom and aligning with K-3 literacy instruction.
- Continued social-emotional learning through implementation of the Pyramid Model, teacher development, curricular focus and parent/guardian resources.
- Continuing to analyze our community needs assessment data to determine the most effective ways to support families, especially those who have barriers to participation.

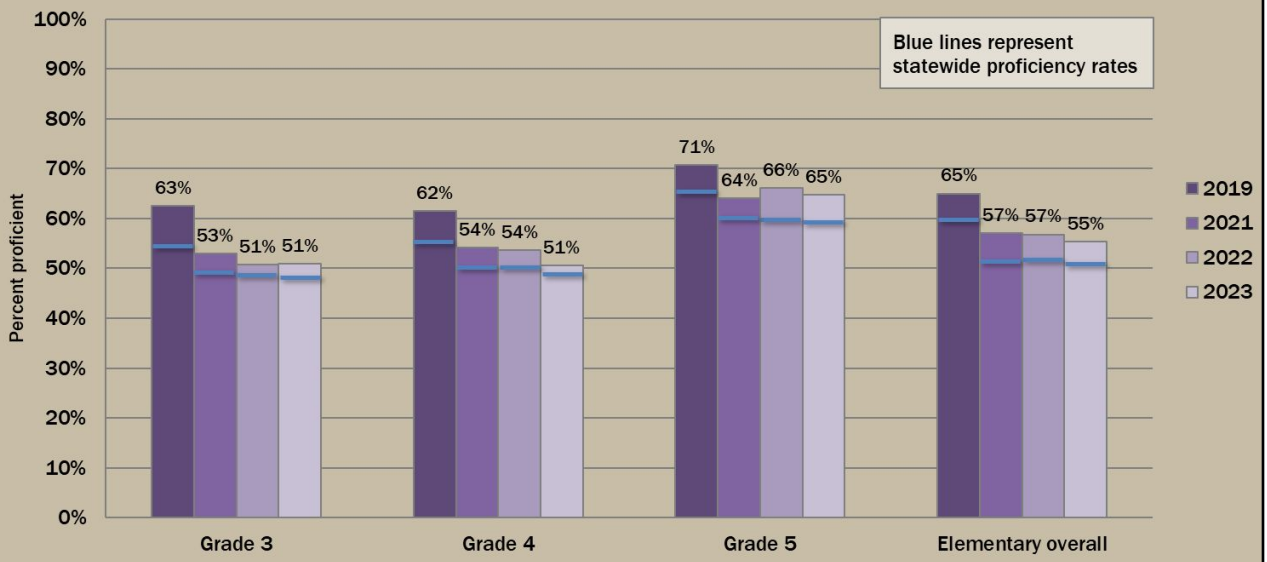
# Elementary achievement

Minnesota Comprehensive Assessment (MCA) in math



# Elementary achievement

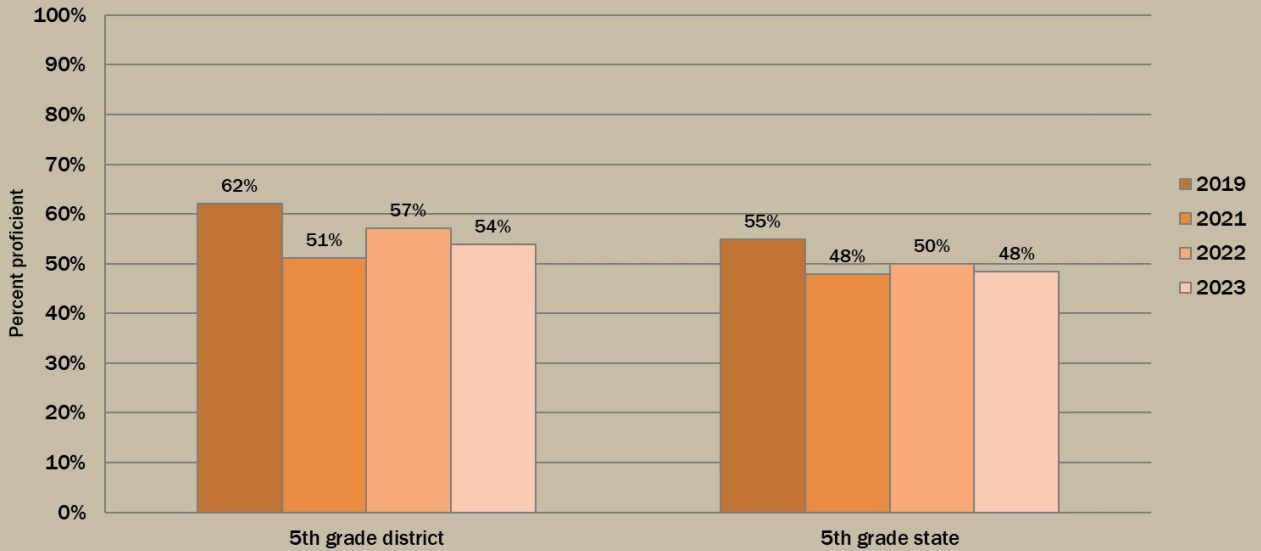
MCA in reading





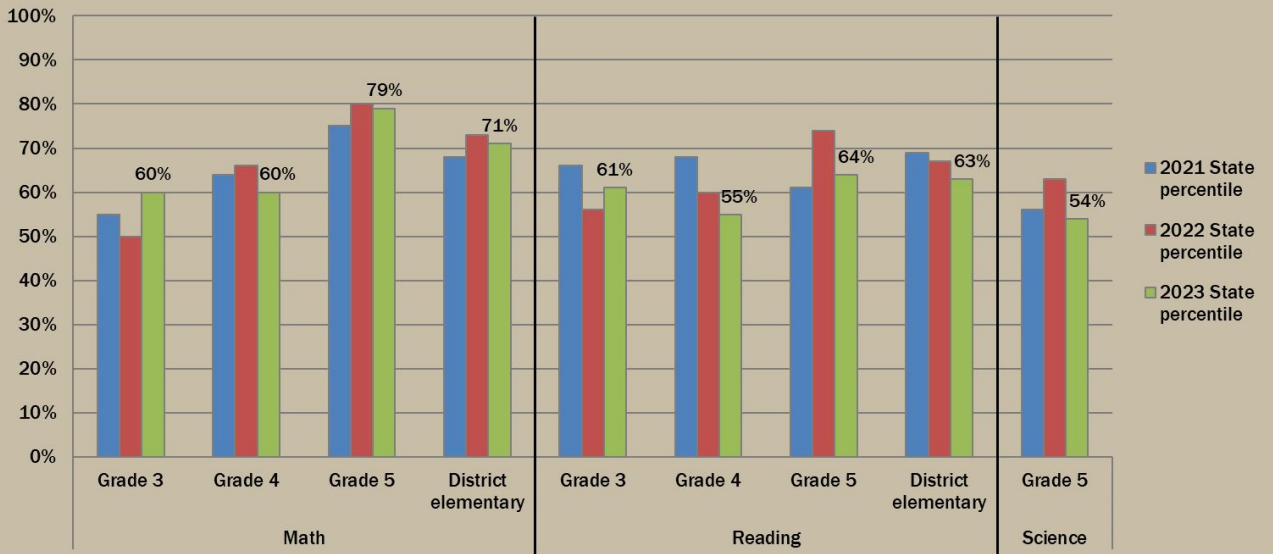
# Elementary achievement

MCA in science



# Elementary achievement

Statewide district-to-district percentile comparison based on MCA proficiency





# Elementary achievement

District response to the data – create an improvement plan

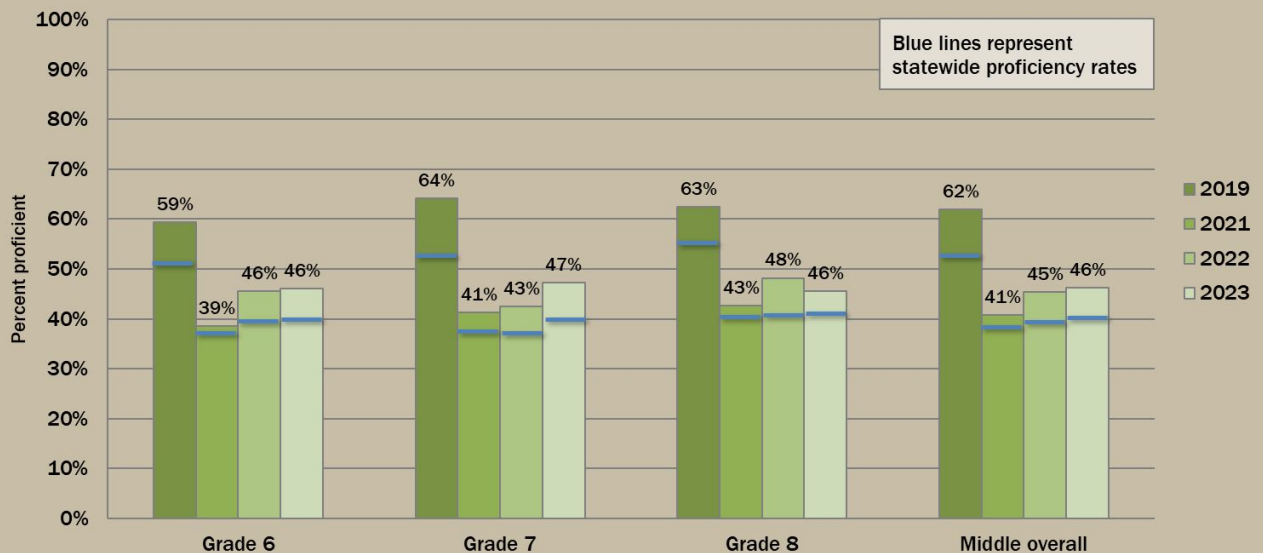
Anoka-Hennepin is focusing on:

- Reading well by third grade.
  - Third year of LETRS training with teachers in grades K-3.
  - Increased literacy and English learner support.
  - Bridge2Read pilot.
- Fifth year implementation of elementary math program.
- Fifth year of new talent development/school within a school (Nebula) programming.
- Academic and behavioral interventions to meet the individual needs of all learners through a multi-tiered system of support (MTSS) approach.
  - Continued implementation of elementary behavior plans across all schools.



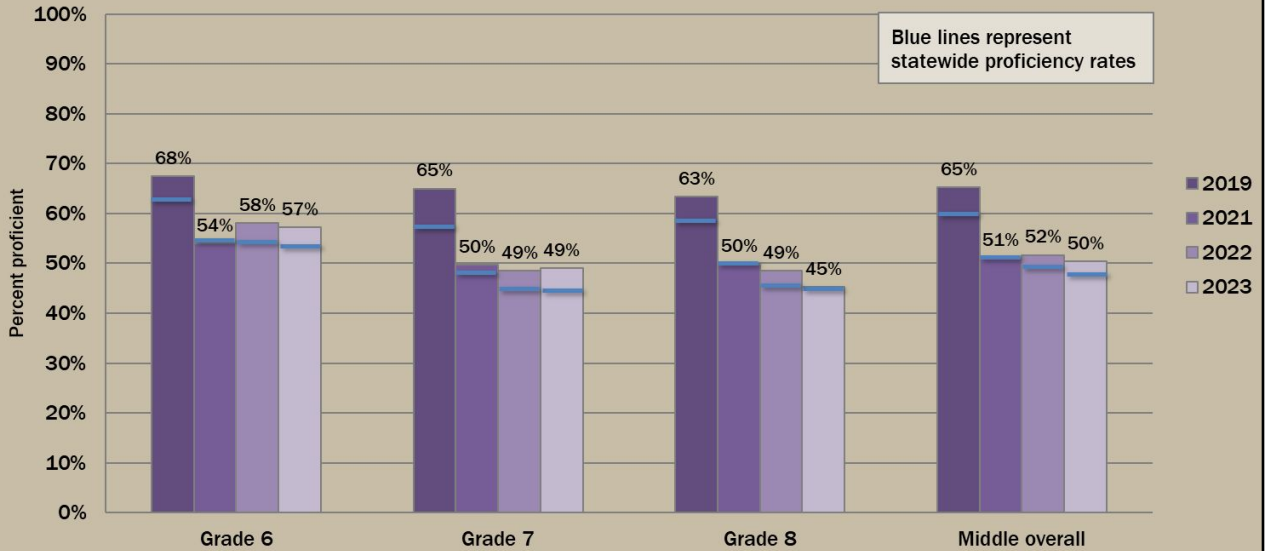
# Middle school achievement

MCA in math



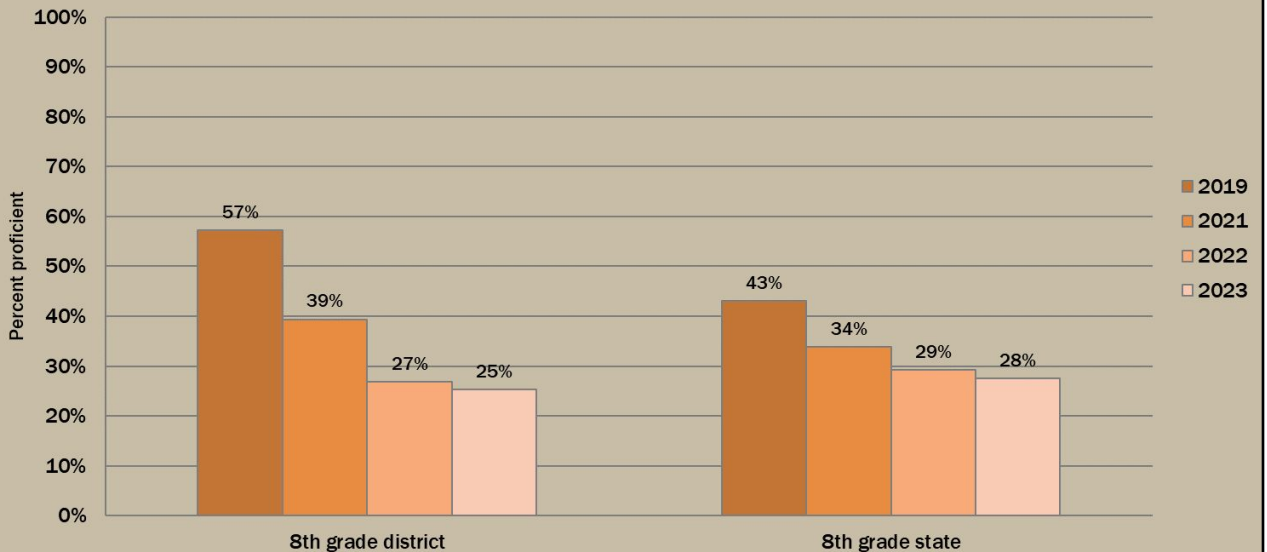
# Middle school achievement

## MCA in reading



# Middle school achievement

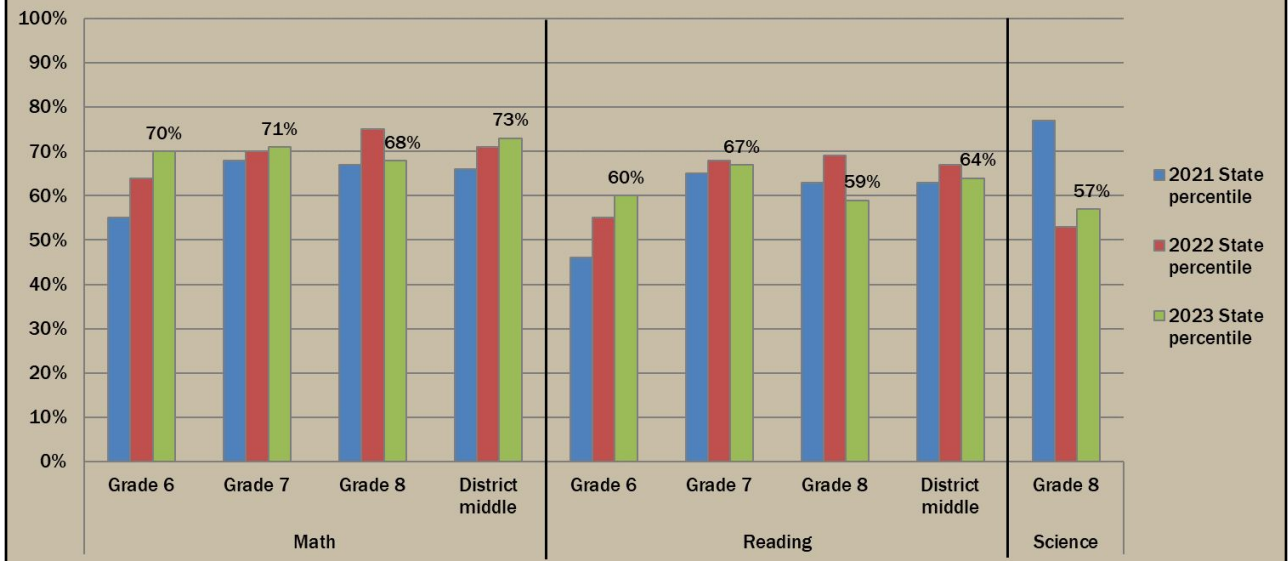
## MCA in science





# Middle school achievement

Statewide district-to-district percentile comparison based on MCA proficiency



# Middle school achievement

District response to the data – create an improvement plan

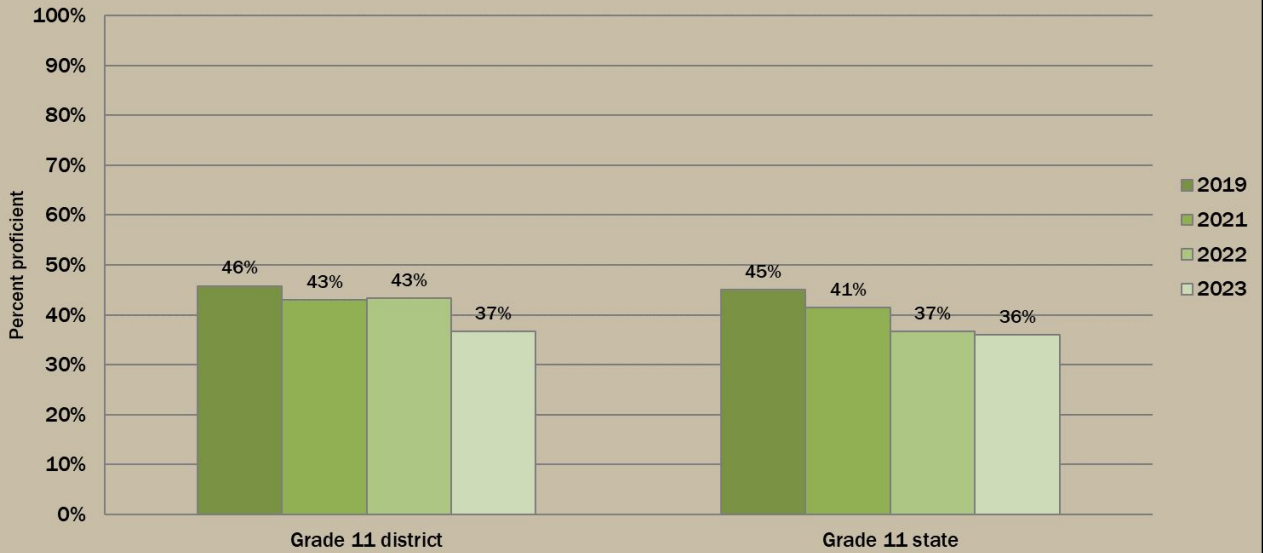
Anoka-Hennepin is focusing on:

- Strengthening academic, social and behavioral structures to meet the individual needs of all learners through a multi-tiered system of support (MTSS).
- Improving student literacy by supporting the implementation of ELA materials and providing literacy coaching for ELA, Science, and Social Studies teachers.
- Improving math competency by supporting the implementation of math materials and evidenced-based instructional practices with math coaches.
- Improving science competency by aligning course sequencing and materials to new science standards.



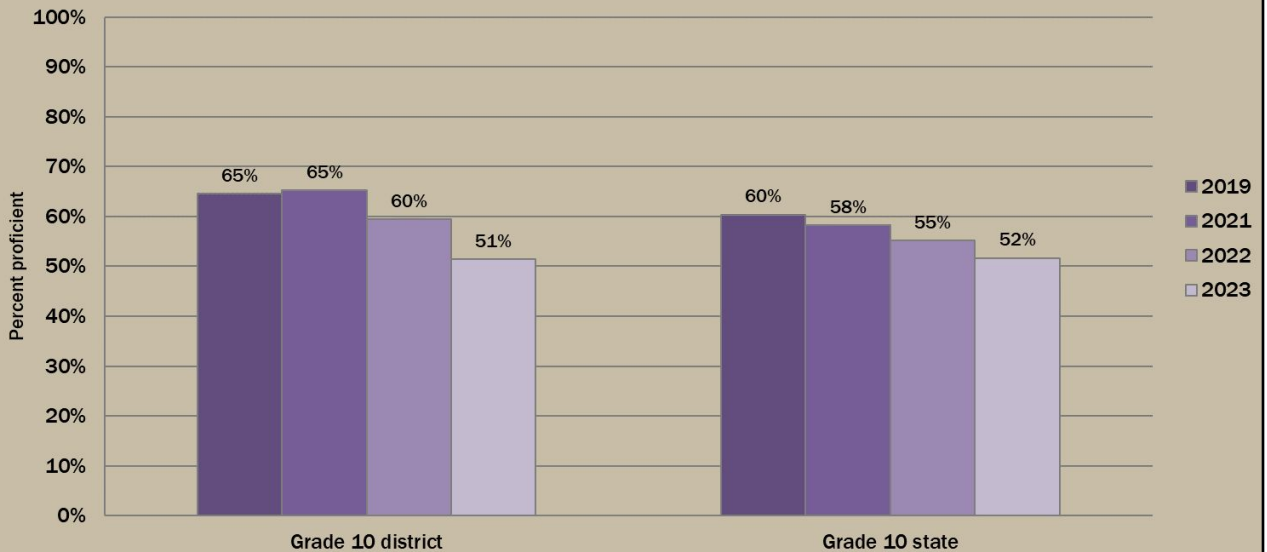
# High school achievement

## MCA in math



# High school achievement

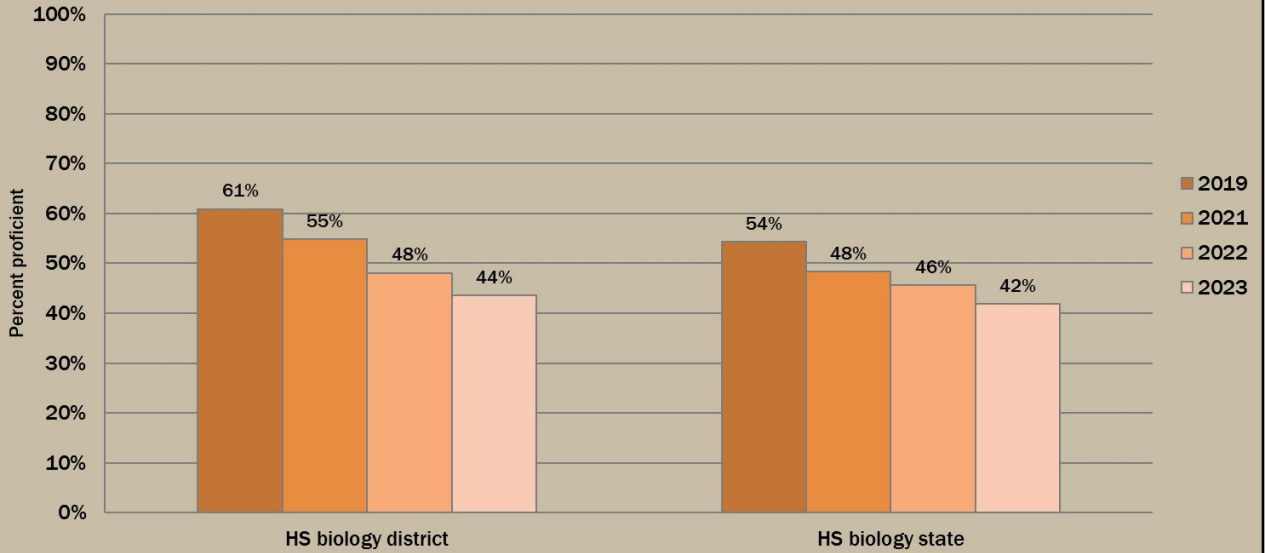
## MCA in reading





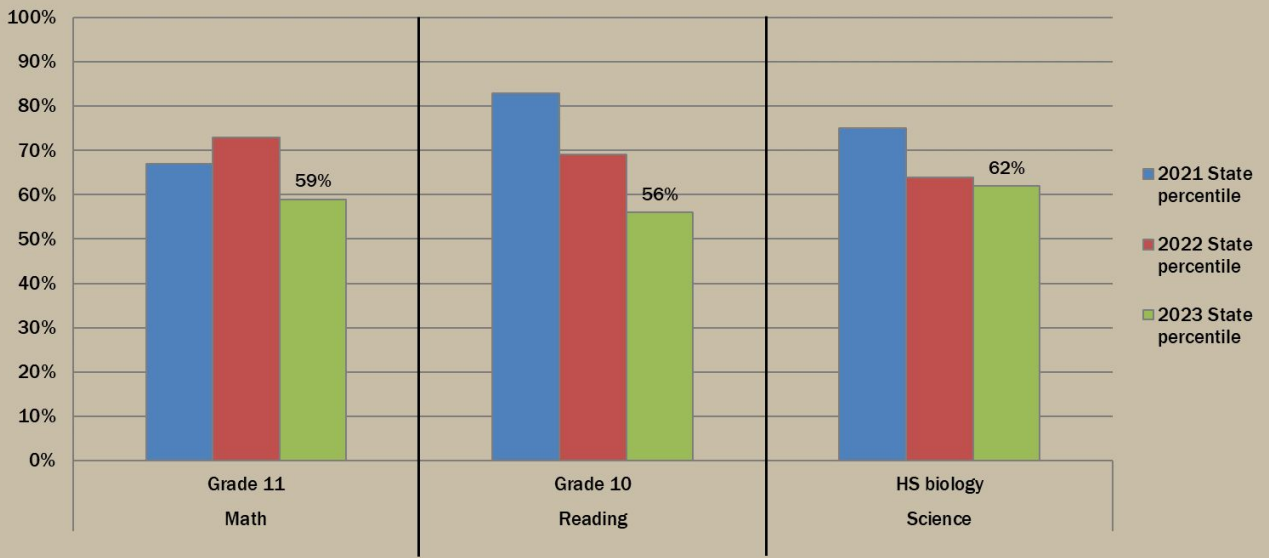
# High school achievement

## MCA in science



# High school achievement

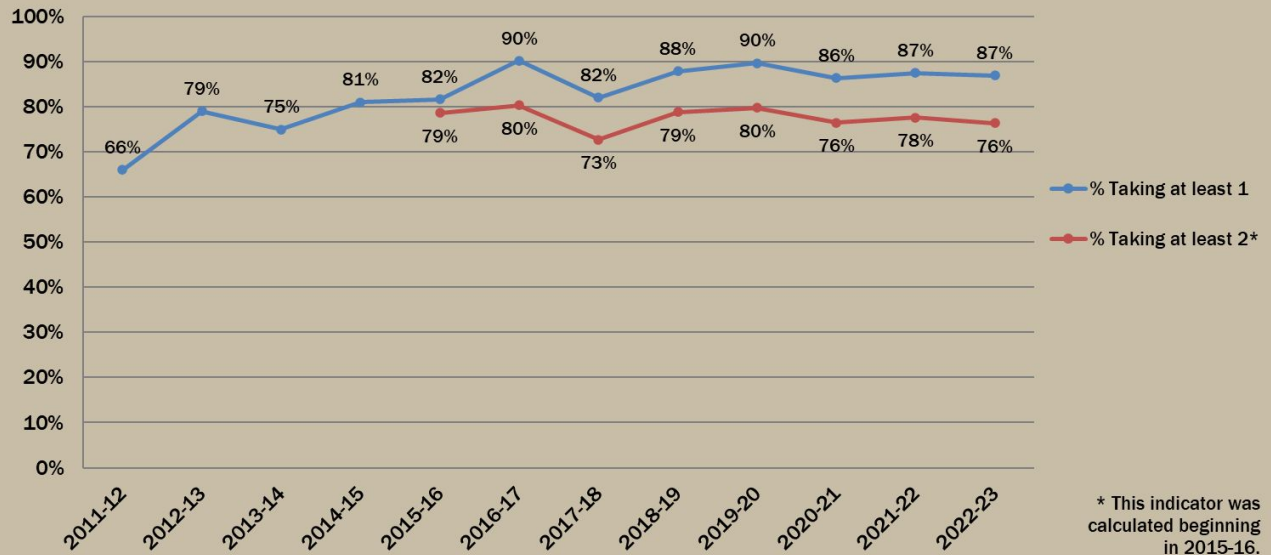
## Statewide district-to-district percentile comparison based on MCA proficiency





# High school achievement

Senior students taking career/college-level courses in high school



# High school achievement

District response to the data – create an improvement plan

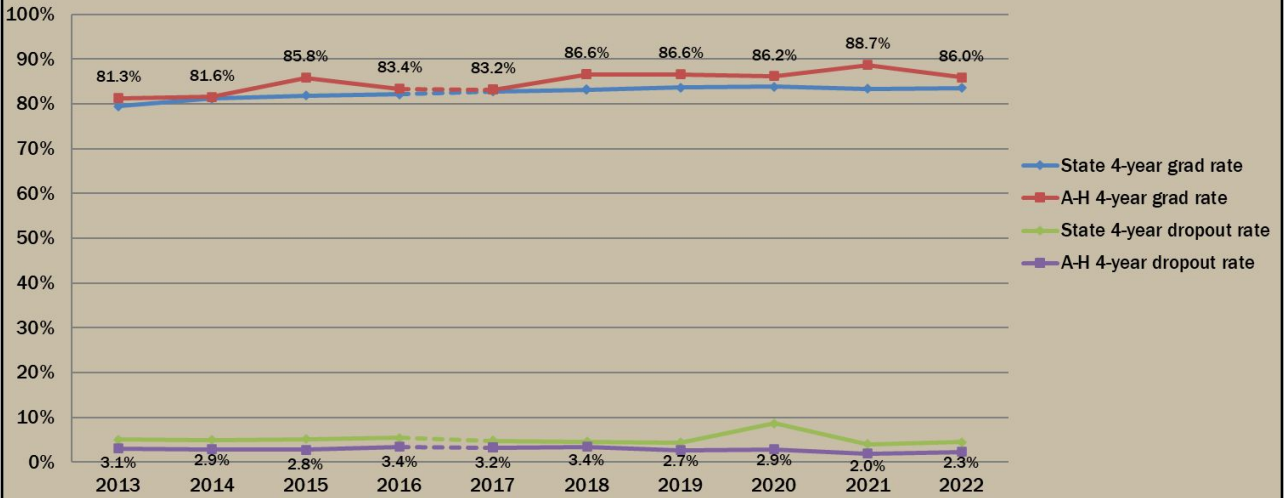
Anoka-Hennepin is focusing on:

- Strengthening multi-tiered systems of support through site-specific MTSS monitoring plans.
- Expanding our math and literacy coach model to support schools with instructional pedagogy and job-embedded professional development.
- Connecting students to pathways toward college and career readiness.
- Continuing to strengthen data use to measure student achievement and program effectiveness.
- Building community, developing a sense of belonging, and connecting students in their learning experience.



# Graduation indicators

Percent of students graduating and dropping out in four years

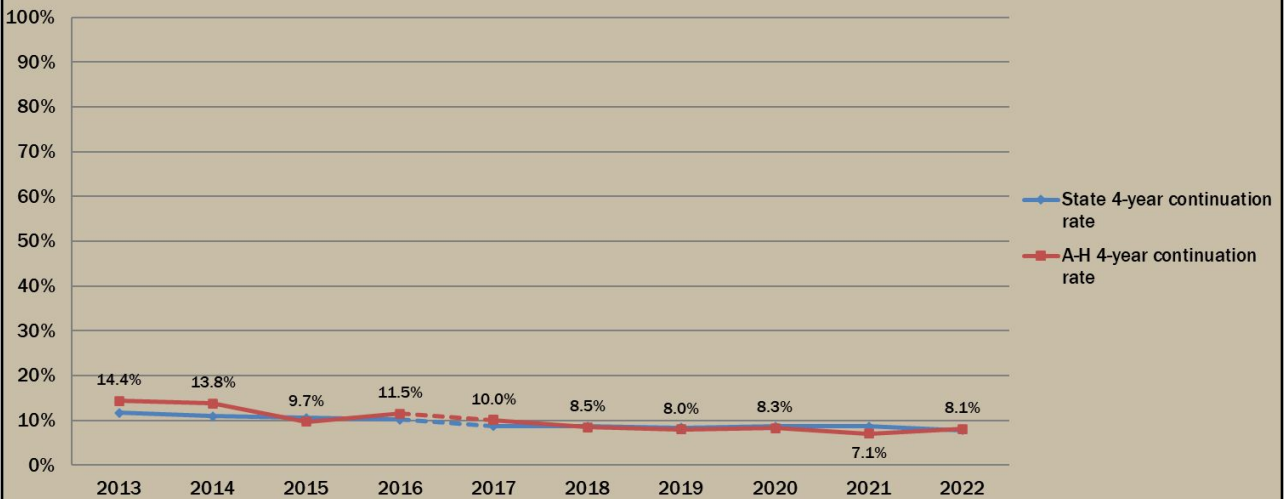


Note: dotted line indicates a change in how graduation indicators were calculated from one year to the next



# Graduation indicators

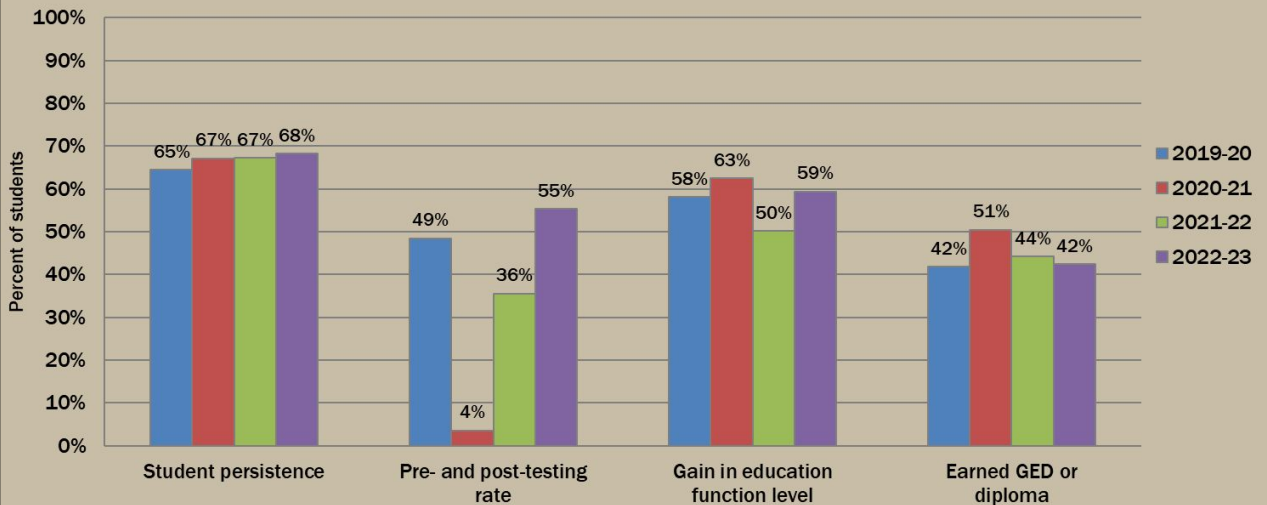
Percent of students continuing in our system after four years



Note: dotted line indicates a change in how graduation indicators were calculated from one year to the next

# Graduation indicators

## Adult Basic Education (ABE) performance indicators



Note: Values reported beginning in 2019-20 were impacted by numerous circumstances brought on by the COVID-19 pandemic.

# Graduation indicators

## District response to the data - create an improvement plan

Anoka-Hennepin is focusing on:

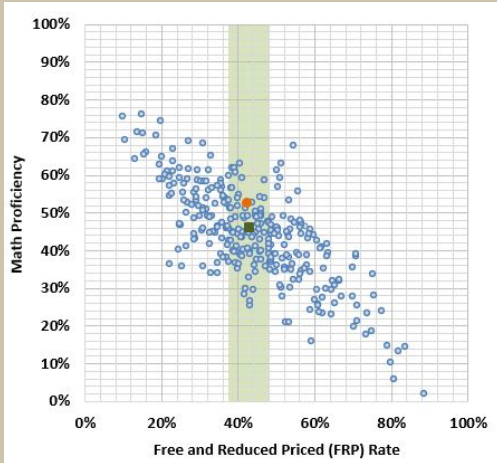
- Supporting students in meeting the requirements for four-year graduation through individualizing students' high school experience.
- Developing proactive intervention support systems and plans to keep students on-track for graduation.
- Remediating learning by expanding credit recovery efforts, along with a systematic process to monitor student progress.
- Intervention identification and maximization of student support by leveraging student relationships with intervention staff, SAAs, counselors, SSWs, Indian Ed advisors, etc.



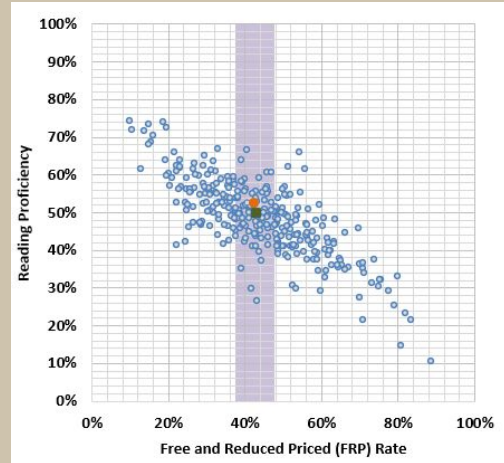
# District-to-district comparison

2023 MCA proficiency by district free/reduced priced service percentage

## Math

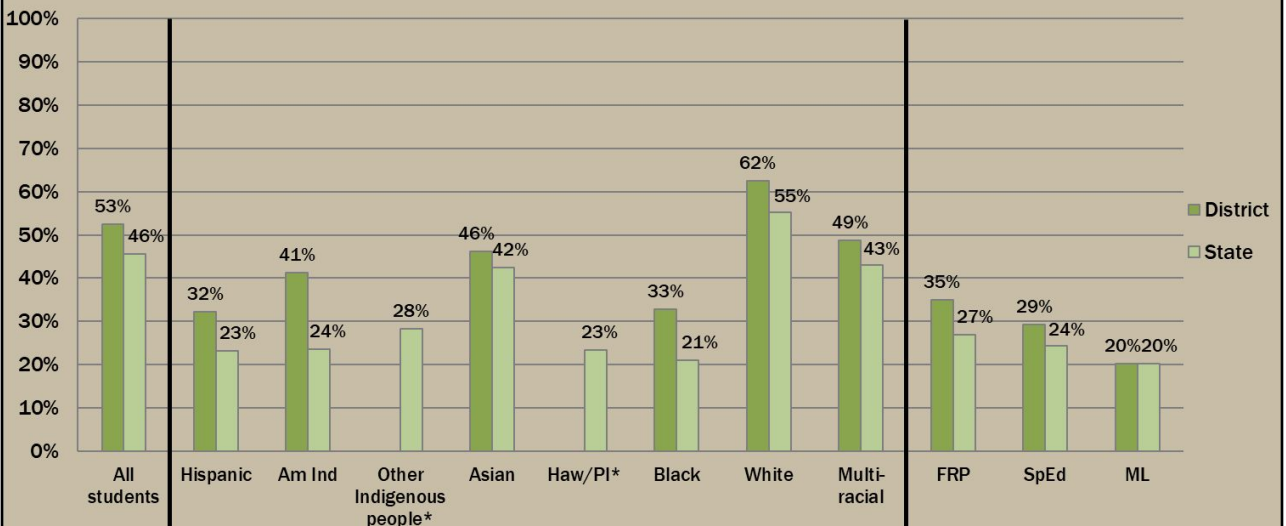


## Reading



# Achievement gap closure

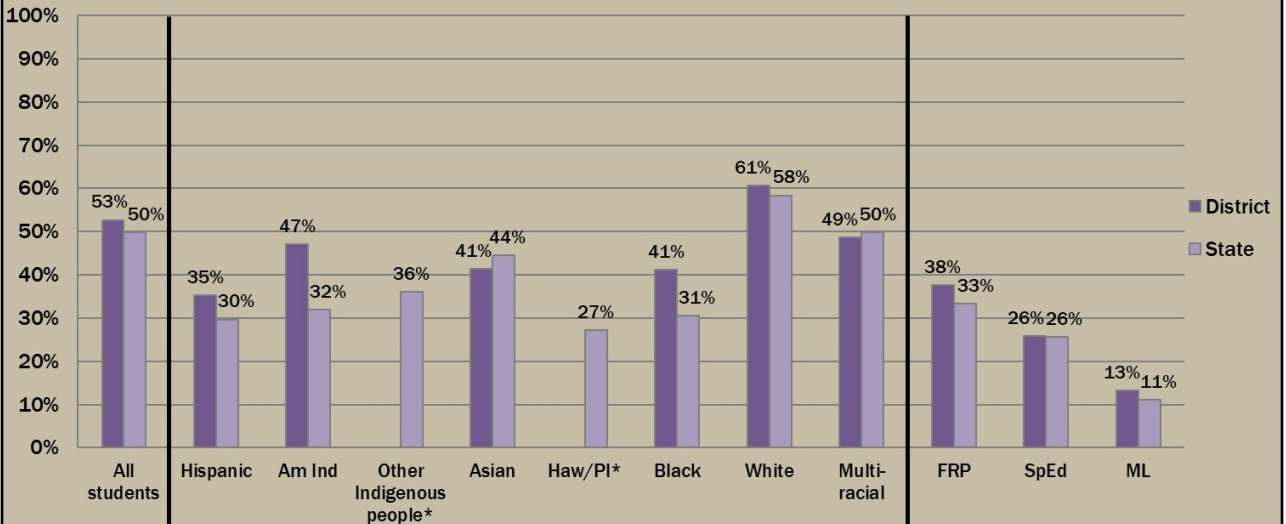
2023 MCA in math proficiency rate by student group: A-H and state



\*District 'Other Indigenous people' and 'Haw/PI' data suppressed due to low cell size.

# Achievement gap closure

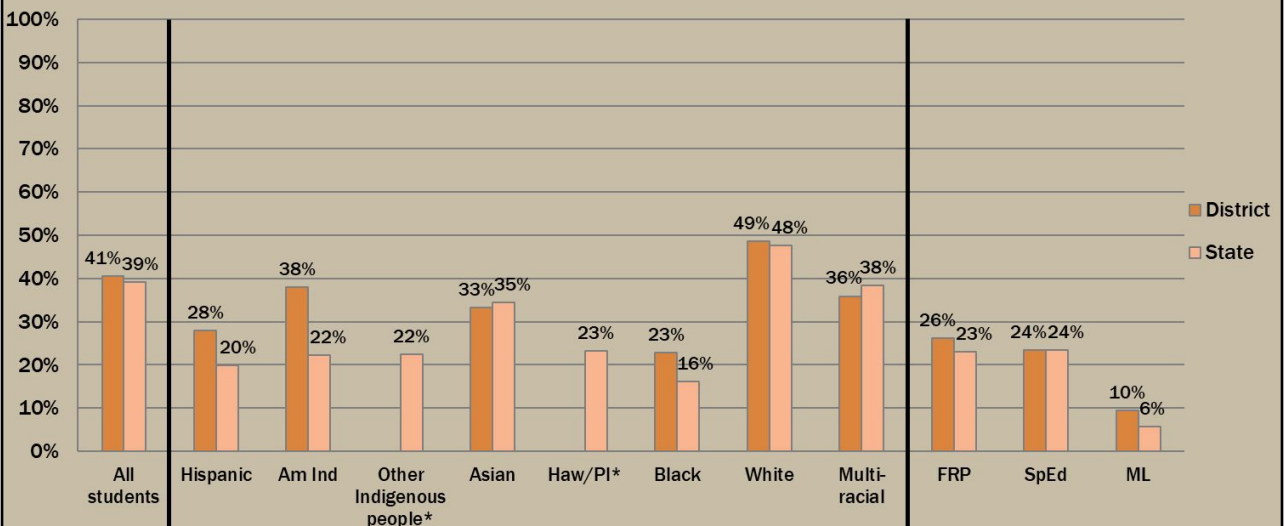
2023 MCA in reading proficiency rate by student group: A-H and state



\*District 'Other Indigenous people' and 'Haw/PI' data suppressed due to low cell size.

# Achievement gap closure

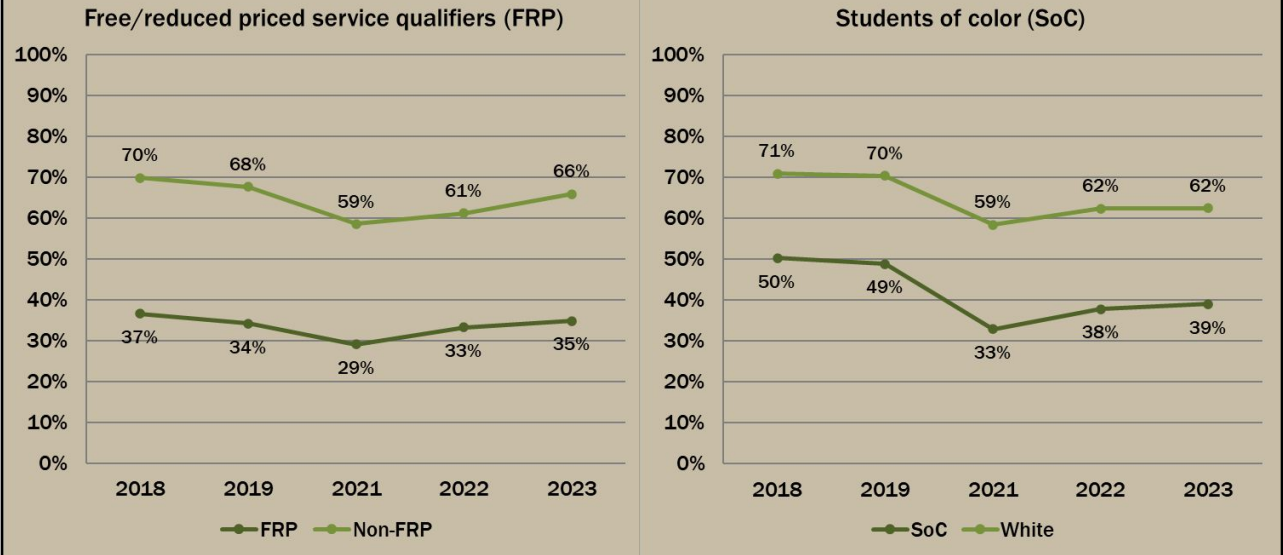
2023 MCA in science proficiency rate by student group: A-H and state



\*District 'Other Indigenous people' and 'Haw/PI' data suppressed due to low cell size.

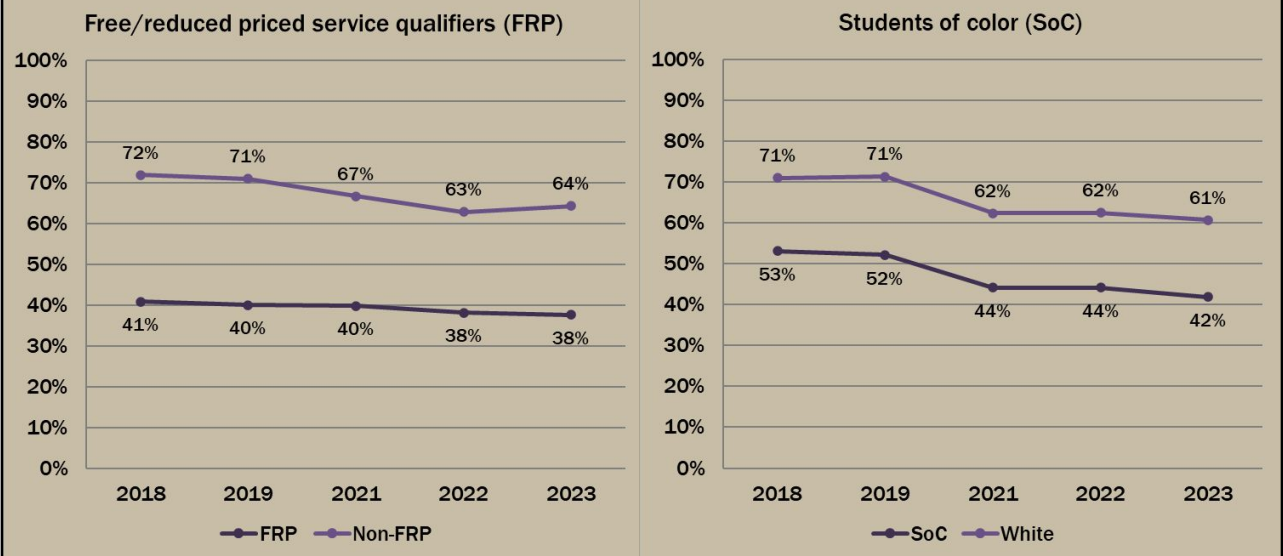
# Achievement gap closure

MCA in math proficiency rate by student group



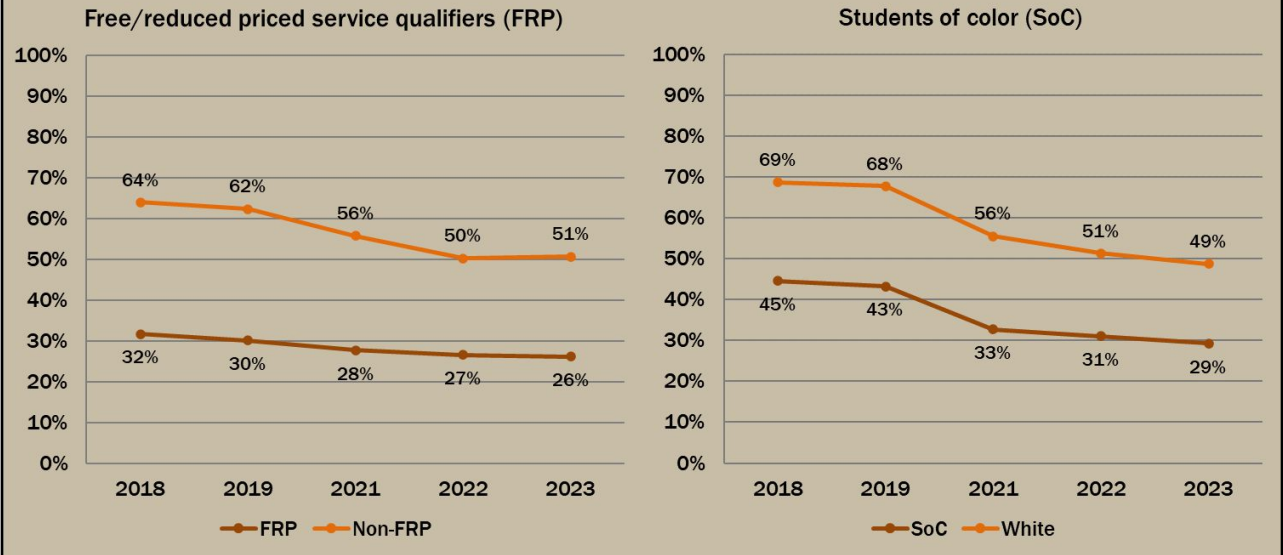
# Achievement gap closure

MCA in reading proficiency rate by student group



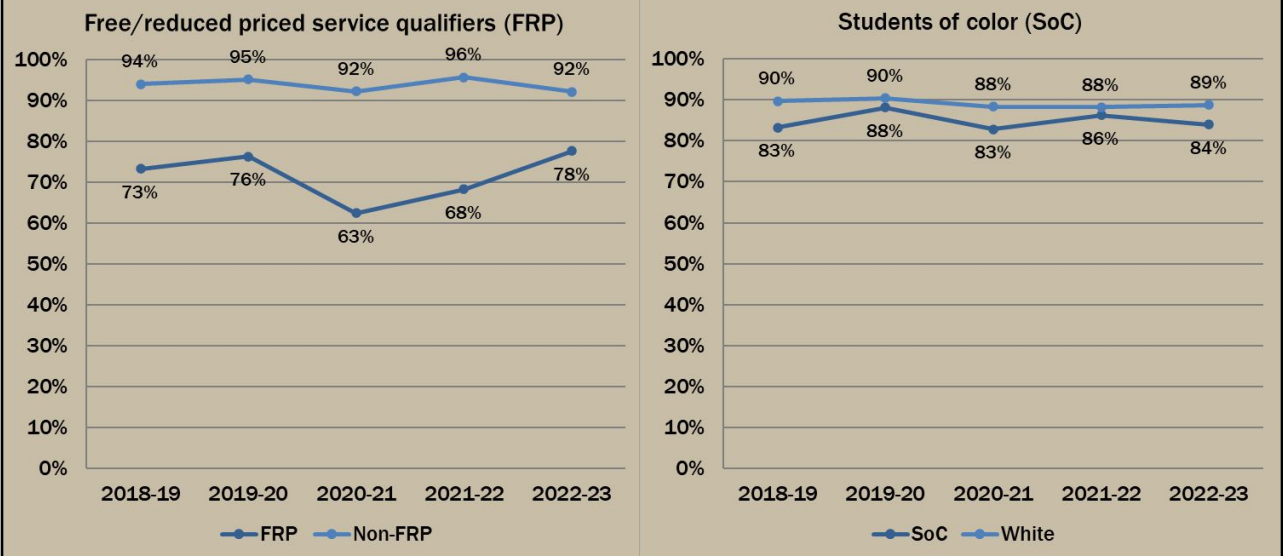
# Achievement gap closure

## MCA in science proficiency rate by student group



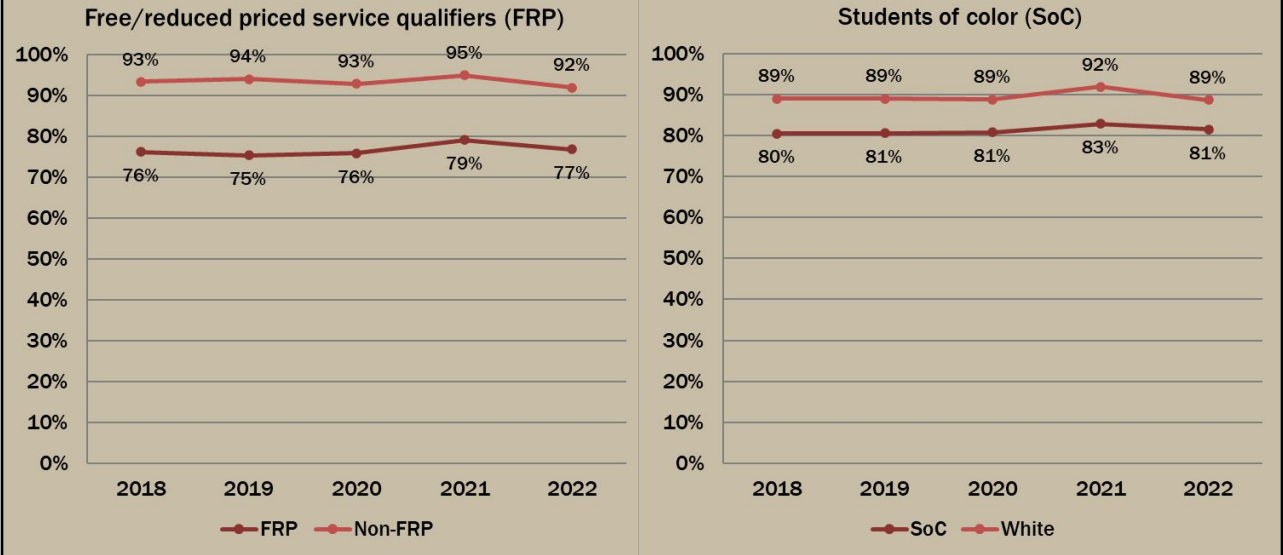
# Achievement gap closure

## Career/college-level course taking by student group



# Achievement gap closure

## 4-year graduation rates by student group



# Achievement gap closure

## District response to the data - create an improvement plan

Anoka-Hennepin School District is committed to creating equitable learning environments which provide access, representation, meaningful participation, and highly positive outcomes for each student.



# Achievement gap closure

District response to the data – create an improvement plan

Anoka-Hennepin is focused on:

- Student data to drive improvement process.
- Success for every student through strengthening multi-tiered systems of support (MTSS) in:
  - Instruction and assessment.
  - Student engagement.
  - School climate.
  - Student behavior and mental health supports.

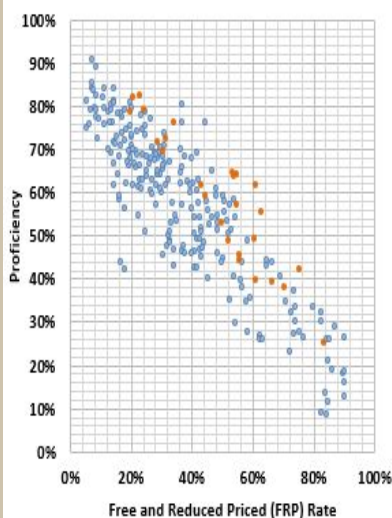


# School-to-school comparison

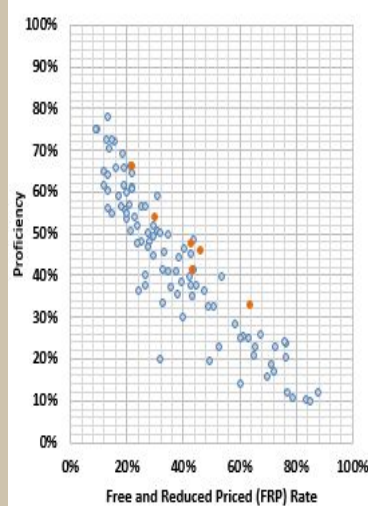
2023 MCA proficiency by school free/reduced priced service percentage

Math

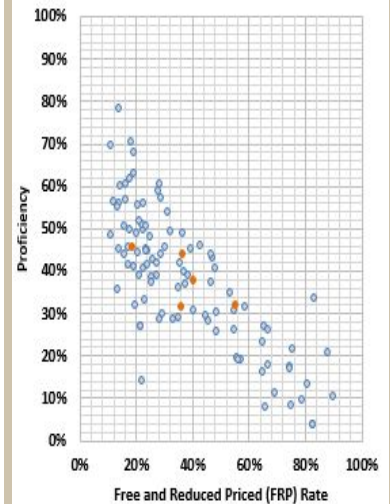
Elementary



Middle



High

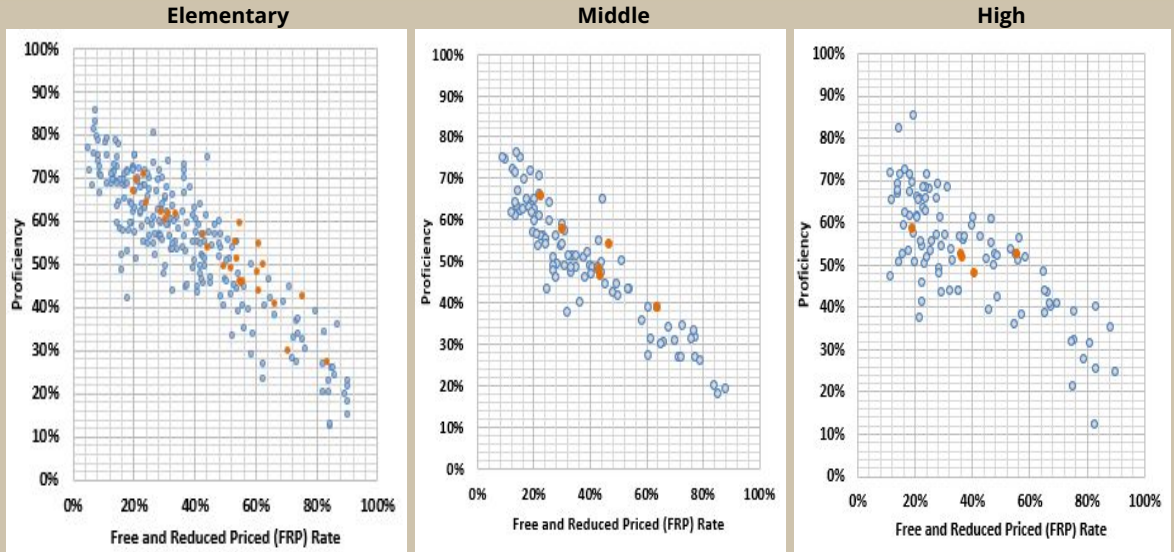




# School-to-school comparison

2023 MCA proficiency by school free/reduced priced service percentage

Reading



# School-to-school comparison

2023 MCA proficiency by school free/reduced priced service percentage

## Proficiency expectations:

- Predicting proficiency based on the relationship between MCA proficiency rates and percentages of students qualifying for free or reduced priced services.
- Rated by performance within  $\pm 10\%$  of predicted proficiency.

Math	Fell Short (>10% lower)	Met Expectations (within $\pm 10\%$ )	Beat the Odds (>10% higher)	Reading	Fell Short (>10% lower)	Met Expectations (within $\pm 10\%$ )	Beat the Odds (>10% higher)
Elementary	0	2	24	Elementary	0	18	8
Middle	0	5	1	Middle	0	6	0
High	2	3	0	High	0	4	1

Source: Star Tribune "Some high-poverty Minnesota schools beat the odds, while others struggle in wake of pandemic" Sept. 29, 2023



# School-to-school comparison

2023 MCA proficiency by school free/reduced priced service percentage

## Leading economic peers:

- Comparing **overall** performance of similar schools based on percentages of students qualifying for free or reduced priced services.
- Identifying schools in the top quarter of their economic peer group.

Math	Top Quarter of Peer Group	Led Peer Group (Top Spot)	Reading	Top Quarter of Peer Group	Led Peer Group (Top Spot)	Top Quarter in Both Math & Reading
Elementary	16	4	Elementary	9	2	8
Middle	5	2	Middle	4	1	4
High	1	0	High	0	0	0

Source: 2023 Minnesota Department of Education All-Accountability Assessment file and Public Enrollment file



# School-to-school comparison

2023 MCA proficiency by school free/reduced priced service percentage

- Anoka-Hennepin schools outperform their peer schools across the economic spectrum when considering like-students. Although there are no Anoka-Hennepin schools in the lowest economic comparison group, schools in the Anoka-Hennepin District are above their economic peers in ranges where we do have schools.
- Over two-thirds of schools in Anoka-Hennepin School District are beating the odds compared to similar schools across the state in at least one subject area, with almost 90% of those schools also performing at this level in the previous year.
- Nearly all of Anoka-Hennepin schools have outperformed their comparable economic peers in at least one subject across the time these comparisons have been made.



# School-to-school comparison

2023 MCA proficiency by school free/reduced priced service percentage

## Leading economic peers:

- Comparing **student group** performance of similar schools based on percentages of students qualifying for free or reduced priced services.
- Identifying schools in the top quarter of their economic peer group.

Math	Top Quarter of Peer Group in at least one student group	Led Peer Group at least one student group	Reading	Top Quarter of Peer Group in at least one student group	Led Peer Group in at least one student group	Top Quarter in Both Math & Reading in student group(s)
Elementary	23	7	Elementary	18	4	17
Middle	6	4	Middle	5	2	5
High	3	3	High	2	1	2

Source: 2023 Minnesota Department of Education All-Accountability Assessment file and Public Enrollment file



# School-to-school comparison

2023 MCA proficiency by school free/reduced priced service percentage

- Almost 90% of Anoka-Hennepin schools beat the odds by outperforming their economic peers with at least one student group, considering a broad spectrum of demographic characteristics (performance across the full continuum of learners).
- Over 80% of schools performed at the top of their economic peer group across multiple student groups and over 80% of schools performed at the top of their economic peer group across multiple subjects.
- Over 50% of Anoka-Hennepin schools led their economic peer group in at least one student group related to proficiency rates.

# Questions and comments

[ahschools.us/ret](https://ahschools.us/ret)



ANOKA-HENNEPIN  
SCHOOLS  
*A future without limit*

## HARASSMENT, VIOLENCE and DISCRIMINATION POLICY

- I. **PURPOSE:** The purpose of this policy is to maintain a learning and working environment that is free from discrimination, harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial or family care leave status, status with regard to public assistance, sexual orientation, including gender identity or expression, disability, veteran status, or other protected classes as defined by the Minnesota Human Rights Act or other applicable state or federal laws.
  
- II. **GENERAL STATEMENT OF POLICY**
  - A. It is the policy of the Anoka-Hennepin School District No. 11 to maintain a learning and working environment that is free from harassment, violence or discrimination based on actual or perceived race, color, creed, religion, national origin, sex, gender **identity**, marital status, familial status, disability, status with regard to public assistance, sexual orientation, age, family care leave status or veteran status. The district prohibits any form of harassment, violence or discrimination based on actual or perceived protected class status.
  - B. It will be a violation of this policy for any student or district employee to (1) harass a student or district employee through conduct or communication (e.g., physical, verbal, graphic or written) or to (2) inflict, threaten to inflict or attempt to inflict violence; or to (3) discriminate against a student or District employee based on that student's or employee's actual or perceived protected class status.
  - C. **It is a violation of this policy for any district employee or student to engage in malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity, as defined by the Minnesota Human Rights Act. It is also a violation of this policy to engage in sexual exploitation**
  - D. This policy applies to all of the academic and nonacademic (for example, athletic and extracurricular) programs of the district and will be enforced before, during, or after school hours on all school property, including the school bus, school functions, or events held at other locations. The policy also applies to any off-campus conduct that causes or threatens to cause a substantial and material disruption at school, or interferes with the rights of students or employees to be free from a hostile school environment taking into consideration the totality of the circumstances on and off campus.
  - E. The district will investigate all complaints of harassment, violence or discrimination—whether formal or informal, verbal or written—based on a student's or district employee's actual or perceived protected class status, and will discipline or take appropriate action against any student or District employee who is found to have violated this policy. Appropriate administrative and staff follow-up will be provided for targets and offenders of harassment, violence and discrimination.
  - ~~B.F.~~ While this policy addresses the reporting and responses to harassment, violence or discrimination, the district recognizes the importance of preventing harassment,

violence and discrimination before it occurs through ongoing practices, programs and training. The district shall implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

### **III. DEFINITIONS**

A. District employee. For purposes of this policy, district employee includes school board members, district employees, agents, volunteers, contractors/vendors, or persons subject to the supervision and control of the district.

B. Discriminate. The term "discriminate" includes segregate or separate and, for purposes of discrimination based on sex, it includes sexual harassment.

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C. Harassment. Harassment is unwelcome conduct that is based on race, color, creed, religion, national origin, sex, gender **identity**, marital status, familial status, disability, status with regard to public assistance, sexual orientation, age, family care leave status or veteran status. A single incident of harassment may implicate more than one protected class. For example, a student may be targeted because of **their~~his~~** race and sexual orientation.

1. Harassing conduct may take many forms, including but not limited to verbal acts and name-calling, as well as nonverbal behavior that is physically threatening, harmful, or humiliating. Harassment includes the use of derogatory language, intimidation, and threats; unwanted physical contact or physical violence; and the use of derogatory language and images in graffiti, pictures or drawings, notes, e-mails, electronic postings and/or phone or text messages related to a person's membership in a protected class. Harassment includes behavior that may not be directed at a particular person, but may instead consist of harassing conduct (e.g. physical, verbal, graphic, or written) that creates a hostile environment for students or employees.

2. Conduct is unwelcome if the student or employee did not request or invite it and considered the conduct to be undesirable or offensive. Submission or failure to complain does not mean that the conduct was welcome; the circumstances must be examined.

3. With respect to students, a "hostile environment" exists when harassment is sufficiently severe, persistent, or pervasive to interfere with or limit one or more students' abilities to participate in or benefit from the education program.

4. With respect to district employees, a "hostile environment" exists when harassment is sufficiently severe or pervasive so as to alter the conditions of the victim's employment and create an abusive working environment.

#### D. Sex-Based Harassment (Reference 413.1 Title IX Harassment Grievance Process)

1. "Sex-based harassment" includes both sexual harassment and gender-based harassment.

2. Sexual harassment is harassment of a sexual nature. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

c. the conduct or communication has the purpose or effect of creating a hostile environment.

3. "Gender-based harassment" means non-sexual harassment of a person because of the person's sex, including harassment based on gender identity and expression. Gender-based harassment includes, but is not limited to, harassment based on the person's nonconformity with gender stereotypes, regardless of the actual or perceived sex, gender identity, or sexual orientation of the harasser or target of the harassment.

4. "Gender stereotypes" refers to stereotypical notions of masculinity and femininity or expectations of how boys or girls should act.

**4.5. "Gender identity" means a person's inherent sense of being a man, woman, both, or neither. A person's gender identity may or may not correspond to their assigned sex at birth or to their primary or secondary sex characteristics. A person's gender identity is not necessarily visible to others.**

E. Sexual Orientation Based Harassment (Reference 413.1 Title IX Harassment Grievance Process)

1. "Sexual orientation-based harassment" means non-sexual harassment of a person because of the person's actual or perceived sexual orientation or association with or advocacy for a person or group. ~~(e.g., family members or friends) who are lesbian, gay, bisexual or transgender ("LGBTQIA+").~~

2. "Sexual orientation" means ~~having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness~~ to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

F. Racial, Color, Creed or National Origin Harassment.

1. Racial, color, creed or national origin harassment consists of physical or verbal conduct based on an individual's perceived or actual race, color, creed or national origin.

2. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors. This includes harassment of students born in the United States who have relatives that are from other countries.

G. Race.

Race is inclusive of traits associated with race, including but not limited to hair texture and hair styles such as braids, locs, and twists.

H. Religious Harassment.

Religious harassment consists of physical or verbal conduct based on an individual's perceived or actual religious beliefs.

I. Disability Harassment.

1. Disability harassment consists of physical or verbal conduct based on an individual's perceived or actual disability.

2. A person with a disability is any person who (1) has a physical or mental impairment which substantially limits one or more major life activities; (2) has a record of such an impairment; or (3) is regarded as having such an impairment. This includes students who are protected by Title II of the Americans with Disabilities Act and/or Section 504 of the Rehabilitation Act.

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3. Disability harassment also may deny a student with a disability a free and appropriate public education (FAPE). Harassment of a student based on disability may decrease the student's ability to benefit from ~~their~~~~his or her~~ education and amount to a denial of FAPE.

I. Other Protected Class Harassment.

Harassment of other protected classes consists of physical or verbal conduct based on an individual's perceived or actual protected class status.

J. Sexual Violence.

Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another person's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas. Sexual violence may include, but is not limited to:

1. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
2. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
3. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
4. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

K. Racial, Color, Creed or National Origin Violence.

Racial violence is a physical act of aggression or force, an assault, or the threat thereof, that is directed toward a student or employee based on their perceived or actual race, color, creed, or national origin.

L. Religious Violence.

Religious violence is a physical act of aggression or force, an assault, or the threat thereof, that is directed toward a student or employee based on their perceived or actual religion.

M. Disability Violence.

Disability violence is a physical act of aggression or force, an assault, or the threat thereof, that is directed toward a student or employee based on a perceived or actual disability.

N. Other Protected Class Violence.

Other Protected Class violence is a physical act of aggression or assault on another based on their actual or perceived protected class status.

O. Assault is:

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

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

## **~~I. GENERAL REPORTING PROCEDURES~~**

~~A.—The adoption and implementation of a proper reporting system will help the district comply with the Minnesota Human Rights Act and federal law by ensuring that the district promptly addresses allegations of harassment and violence.~~

~~B. Pursuant to Title IX, each district must designate at least one employee (Title IX Coordinator) to coordinate its efforts to comply with and carry out its responsibilities under the regulations, including Title IX complaint investigations. 34 C.F.R. § 106.8(a).~~

~~C. Each district must also publish grievance procedures providing for prompt and equitable resolution of sex discrimination complaints, including complaints of sexual harassment. In addition, under Section 504 and Title II, districts are required to have grievance procedures to address disability harassment.~~

~~D. Minnesota Statutes section 121A.03 requires that districts have reporting procedures for sexual, religious, and racial harassment and/or violence complaints.~~

~~1. For purposes of meeting the state reporting requirements, the following reporting procedures will be made available for district employees and students who wish to report an incident or incidents that may involve harassment, violence or discrimination based on actual or perceived race, color, creed, religion, national origin, sex/gender, marital status, familial status, disability, status with regard to public assistance, sexual orientation, age, family care leave status or veteran status.~~

~~The district personnel designated in this policy are to receive oral or written complaints and reports of harassment, violence or discrimination based on race, color, creed, religion, national origin, sex/gender, marital status, familial status, disability, status with regard to public assistance, sexual orientation, age, family care leave status or veteran status.~~

## **IV. REPORTING PROCEDURES FOR INCIDENTS OF HARASSMENT AND/OR DISCRIMINATION AGAINST DISTRICT EMPLOYEES**

### **A. Reporting Complaints**

1. Any District employee who believes **they have**~~he or she has~~ experienced harassment, violence or discrimination on the basis of **their**~~his or her~~ actual or perceived race, color, creed, religion, national origin, sex/gender, marital status, familial status, disability, status with regard to public assistance, sexual orientation, age, family care leave status or veteran status, or any person with knowledge or belief of conduct which may constitute harassment, violence or discrimination, should report the alleged acts immediately, or as soon as possible, to an appropriate district official designated by this policy.

2. Although the district encourages the alleged target or other reporting party to use the report form set forth in this policy, use of the formal reporting form is not required. Oral reports shall be considered complaints as well. The form is available from the principal of each building, the district office, and on the district's website. Upon request for qualified persons with a disability, alternative means of filing a complaint, such as through a personal interview or by tape recording, will be made available.

3. In the District. The school board designates the Executive Director of Human Resources as the district human rights officer to receive employee reports or complaints of harassment, violence, and discrimination at:

Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone:  
(763) 506-1000  
Email: [humanrightsofficer@ahschools.us](mailto:humanrightsofficer@ahschools.us)

If the complaint involves the human rights officer, the complaint shall be filed directly with the superintendent at:

Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone:  
(763) 506-1000  
Email: [superintendent@ahschools.us](mailto:superintendent@ahschools.us)

If the complaint involves the superintendent, the complaint shall be filed directly with the school board chair:

Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone:  
(763) 506-1000  
Email: [schoolboardchair@ahschools.us](mailto:schoolboardchair@ahschools.us)

If the complaint involves a school board member, the complaint shall be filed directly with the school board chair:

Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone:  
(763) 506-1000  
Email: [schoolboardchair@ahschools.us](mailto:schoolboardchair@ahschools.us)

If the complaint involves the school board chair, the complaint shall be filed directly with the district general counsel:

Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone:  
(763) 506-1000  
Email: [generalcounsel@ahschools.us](mailto:generalcounsel@ahschools.us)

4. In Each School Building. The school principal is the person responsible for receiving oral or written reports of harassment, violence or discrimination at the school level. Any district employee who receives a report shall inform the principal immediately. If the principal is not available on the date of the report, then the employee must forward the oral or written report/complaint directly to the human rights officer. If the complaint involves the principal, the employee will provide ~~their~~ ~~his or her~~ report directly to the superintendent or the district's human rights officer. Upon receipt of a report, the principal must notify the district human rights officer immediately, without screening or investigating the credibility of the report. The principal may request, but may not insist on, a written complaint. If the report is verbal, the principal shall prepare and provide to the human rights officer a written statement of the facts alleged within 24 hours of receiving the report. Failure to forward any harassment or violence report or complaint may result in disciplinary action against the principal.

5. Nothing in this policy shall prevent a district employee from reporting harassment, violence, or discrimination directly to the district human rights officer or to the superintendent.

6. The complaint (verbal or written) should be reported immediately, or as soon after the incident as possible; delays between the date of the alleged incident and the reporting date may make investigations more difficult.

7. The willful filing of a false report will be considered to be a violation of district policy.

8. Although confidentiality cannot be assured, the district will respect the privacy of the alleged target, the reporter (if someone other than the alleged target), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

#### B. Investigation – District Employees

1. The human rights officer, upon receipt of a report or complaint, will promptly undertake or authorize an investigation. The investigation may be conducted by district officials or by a neutral third party designated by the district.

2. The investigation will be completed within 30 calendar days from receipt of the complaint, unless impracticable.

3. The investigation may, as appropriate, consist of personal interviews with the alleged target, the reporter (if someone other than the alleged target), the individual(s) against whom the complaint is filed, and others who may have

knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

4. In determining whether alleged conduct constitutes a violation of this policy, the district will consider the facts and surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

5. The district, at its discretion, may take immediate steps, based on the severity of the allegations, to protect the parties involved in the complaint process pending completion of an investigation.

#### C. School District Action – District Employee

1. Upon completion of the investigation, the district or neutral third party designated investigator will make a written report to the human rights officer. If the complaint involves the human rights officer, the report must be filed directly with the superintendent. If the complaint involves the superintendent, the report must be filed directly with the school board. The report will include the facts, a determination of whether the allegations have been substantiated and whether a violation of this policy has occurred.

2. Upon completion of the investigation, the human rights officer will inform the alleged target of ~~their~~~~his or her~~ right to review the written report at the school building where the target is employed or enrolled, in accordance with state and federal law regarding data or records privacy.

3. In the event a complaint is substantiated, the district will take appropriate and effective action depending on the circumstances. Such action may include, but is not limited to, training, counseling, warning, suspension, transfer, remediation, or termination. District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and district policies.

### **III. V. REPORTING PROCEDURES FOR INCIDENTS OF HARASSMENT AND/OR DISCRIMINATION AGAINST STUDENTS**

#### A. Reporting a Complaint

1. Any student who believes **they have**~~she/he has~~ experienced harassment, violence or discrimination on the basis of their actual or perceived race, color, creed, religion, national origin, sex/gender, marital status, familial status, disability, status with regard to public assistance, sexual orientation, age, family care leave status or veteran status should report the alleged acts immediately, or as soon as possible, to an administrator, counselor, or student services advocate in that school.

2. Any District employee who observes an act of harassment, violence or discrimination toward a student shall intervene to attempt to stop the act and shall report it to the appropriate person immediately, or as soon as possible.
3. Any District employee or student who witnesses or has knowledge or belief of conduct that may be harassment, violence or discrimination toward a student shall inform an administrator, counselor, or student services advocate immediately, or as soon after the incident as possible. A counselor or student services advocate must promptly report the information to an administrator.
4. The complaint (verbal or written) should be reported immediately, or as soon after the incident as possible; delays between the date of the alleged incident and the reporting date may make investigations more difficult.
5. The school board designates the Title IX Coordinator/Equity Coordinator to monitor and receive student reports or complaints of harassment, violence and discrimination against students:

Title IX Coordinator/Equity Coordinator  
Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone: (763)  
506-1000  
Email: [titleIXcoordinator@ahschools.us](mailto:titleIXcoordinator@ahschools.us)

6. The school board designates the 504 Coordinator to monitor and receive student reports or complaints of disability harassment, violence and discrimination:

504 Coordinator  
Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone: (763)  
506-1000  
Email: [504coordinator@ahschools.us](mailto:504coordinator@ahschools.us)

7. If the complaint involves an administrator, the complaint should be filed directly with the Title IX/Equity Coordinator, who will advise the Superintendent. If a complaint involves the Title IX/Equity Coordinator, the complaint shall be filed directly with the superintendent. If the complaint involves the superintendent, the complaint shall be filed directly with the school board chair:

Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone:  
(763) 506-1000  
Email: [suprintendent@ahschools.us](mailto:suprintendent@ahschools.us) or [schoolboardchair@ahschools.us](mailto:schoolboardchair@ahschools.us)

8. If the complaint involves a school board member, the complaint shall be filed directly with the school board chair:

Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone:  
(763) 506-1000  
Email: [schoolboardchair@ahschools.us](mailto:schoolboardchair@ahschools.us)

9. If the complaint involves the school board chair, the complaint shall be filed directly with the district general counsel:

Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone:  
(763) 506-1000  
Email: [generalcounsel@ahschools.us](mailto:generalcounsel@ahschools.us)

10. Nothing in this policy shall prevent any person from reporting harassment, violence, or discrimination directly to the Title IX Coordinator/Equity Coordinator or to the superintendent:

Superintendent, Anoka-Hennepin School District  
Mailing address: 2727 North Ferry Street, Anoka, MN 55303 Telephone:  
(763) 506-1000  
Email: [superintendent@ahschools.us](mailto:superintendent@ahschools.us)

11. Although the district encourages the reporting student to use the report form set forth in this policy, use of formal reporting forms is not required. Oral reports shall be considered complaints as well. The form is available in the counseling and administrative office of each school, the district office, and on the district's website at:

<http://www.ahschools.us/complaintform>

Alternative, accessible means of filing a complaint, such as through a personal interview or by tape recording, will be made available for individuals with disabilities.

#### B. Investigation– Students

1. Upon receipt of a report or complaint, the district shall promptly undertake or authorize an investigation. The investigation will be completed within thirty days from receipt of the complaint, unless impracticable.

2. The investigation may, as appropriate, consist of personal interviews with the alleged target, the reporter (if someone other than the alleged target), the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

3. In determining whether alleged conduct constitutes a violation of this policy, the district will consider the age and level of understanding of the student(s) involved, the facts and surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

4. The district may, at its discretion, take immediate steps, based on the severity of the allegations, to protect the parties involved in the complaint process pending completion of an investigation.

5. The intentional filing of a false report will be considered to be a violation of the student discipline policy.

#### C. School District Action – Students

1. The investigator shall document ~~their~~~~his or her~~ findings within five school days of concluding the investigation.

2. Upon conclusion of the investigation and receipt of the findings, and if harassment is found to have occurred, the district will take appropriate and effective action with respect to the target and the offender, and document the action taken. If the investigator determined that a violation of this policy has occurred, such appropriate action may include, but is not limited to, an education component, alternative dispute resolution, training, counseling, warning, class transfer, suspension, expulsion, or transfer. If both the target and the alleged offender agree to attempt to mediate the complaint using the school's formal mediation process, this will be encouraged.

#### D. Timelines and Notification to Parents/Guardians

1. The parent(s)/guardian(s) of the target and/or the alleged offenders of bullying, harassment, violence or discrimination should be notified of the report before the close of the current school day, but not later than two school days of the report being filed, unless otherwise directed by law enforcement or required by law, or if in the professional judgment of the District notification is not warranted. The parents/guardians of both the target and the alleged offender(s) shall be notified if there is a physical assault, unless otherwise directed by law enforcement or required by law.

2. Following the investigation, the person handling the complaint or a representative of the District will communicate with the target regarding the outcome of the investigation.

a. This communication will include the parent(s)/guardian(s) of the student at the parent's/guardian's request if the student is under age 18, or at the student's request if over 18.

b. If the investigation has not been completed within three school days, a verbal summary of the progress of the investigation will be given to the target at that time.

3. The target and/or the parent(s)/guardian(s) of the target may review any relevant data in the office of the employee completing the report if requested.

- a. Copies of the data will not be released to a student but may be released to the parent(s)/guardian(s) of the target upon request of the parent(s)/guardian(s).
  - b. The alleged offender(s) or **their**~~his/her~~ parent(s)/guardian(s) may not examine or have access to the data unless a court order is received by the District. The alleged offender(s) or **their**~~his/her~~ parent(s)/guardian(s) may not be informed of the individual identity of the reporter by any staff person investigating the complaint.
4. The privacy and data privacy rights of all persons involved must be respected in accordance with current state and federal laws.

#### E. Who is Responsible for Carrying Out This Reporting Procedure

1. When a report is made or referred to an administrator, that person or **their**~~his or her~~ designee is responsible for carrying out and documenting this reporting procedure.
2. When a report is made or referred to the Title IX Coordinator/Equity Coordinator, that person or **their**~~his or her~~ designee, is responsible for carrying out and documenting this reporting procedure.
3. When a report is made to the superintendent, that person or **their**~~his or her~~ designee is responsible for carrying out and documenting this reporting procedure.
4. The district's 504 Coordinator or **their**~~his or her~~ designee, is responsible for carrying out and documenting this procedure in connection with complaints of disability harassment, violence, or discrimination.
5. Incidents that include violence as defined in this procedure should also be referred to the **school resource**~~police liaison~~ officer serving the building for a possible separate criminal investigation.
6. When the report involves alleged harassment, violence or discrimination by a district employee or employee of an agency contracted by the District against a student, the investigation will be performed by the Title IX/Equity Coordinator.

#### F. Harassment or Violence as Abuse

1. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes section 626.556 may be applicable.
2. Nothing in this policy will prevent or prohibit the district from taking immediate action to protect victims of alleged harassment, violence or abuse.

## **V. NO REPRISAL**

There will be no retaliation against any target or reporter of harassment, violence or discrimination under this policy, nor against any person who participates in an investigation. The district will take appropriate action against any student, teacher, administrator or other district employee who retaliates against any person who makes a good faith report, who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to the report. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

## **VI. APPEAL**

If the report or grievance has not been resolved to the satisfaction of the target of harassment, violence or discrimination, s/he may appeal to the human rights officer if a district employee, or the Title IX/Equity Coordinator if a student, within ten (10) school days of receipt of the findings of the district investigation. The district investigator will conduct a review of the appeal and, within ten (10) school days of receipt of the appeal, will affirm, reverse, or modify the findings of the report. The decision of the district investigator is final.

## **VII. CONFLICT OF INTEREST**

If there is a conflict of interest with respect to any party affected by this policy, appropriate accommodations will be made, such as, but not limited to, appointing or contracting with a neutral third-party investigator to conduct the investigation, or recusing from the process the person for whom a conflict or potential conflict of interest exists.

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the agencies identified below, or initiating an action in state or federal court.

Minnesota Department of Human Rights Freeman  
Building  
625 Robert Street North St. Paul,  
MN 55155  
toll free: 800.657.3704  
tty: 651.296.1283  
fax: 651.296.9042  
[www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

U.S. Department of Education Office for  
Civil Rights, Region V 500  
W. Madison Street - Suite 1475 Chicago  
IL 60661  
Tel: 312.730.1560  
TDD: 312.730.1609

## IX. MONITORING OF INCIDENTS

The Title IX/Equity Coordinator will monitor the frequency, nature, and severity of harassment, and the district's response to harassment incidents over time, in order to address the effectiveness of the district's prevention efforts and compliance with this policy.

## X. DISSEMINATION OF THE POLICY

1. Each school will ensure that this policy is discussed at the start of each school year with all staff and with each student in a manner appropriate to **their**~~his/her~~ age and level of understanding and the principal or a designee will document the date it was discussed in each classroom.
2. This policy, including possible consequences for a violation, will be in the student handbook of every school.
3. This policy will be conspicuously posted throughout each school and other District buildings in areas accessible to students and staff. Posters will be made available to each school for duplication.
4. This policy will be **provided**~~sent~~ to every home by mail at the start of each school year. ~~as part of the district publication, Back to School News.~~ If a newsletter is sent to the homes of students, a summary of this policy/procedure will be included in that newsletter at least once each year.
5. This policy shall be given to each district employee and independent contractor at the time of entering into the person's employment contract.

## XI. REVIEW OF THE POLICY

This policy will be reviewed by the Board or its designee on an annual basis for effectiveness and appropriateness and, if necessary, will be revised to conform with applicable state and federal law.

**Legal References:** *Minn. Stat. § 120B.232 (Character Development Education)*  
*Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)*  
*Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)*  
*Minn. Stat. § 121A.031 (School Student Bullying Policy)*  
*Minn. Stat. §§ 121A.0312 (Malicious and Sadistic Conduct)*  
*Minn. Stat. Ch. 363A (Minnesota Human Rights Act)*  
*Minn. Stat. § 609.341 (Definitions)*  
*Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)*  
*20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)*  
*29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)*  
*29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)*  
*42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)*

**42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)**

**42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)**

**42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)**

Anoka-Hennepin District No. 11

Anoka, MN 55303

Adopted: March 26, 1985

Revised: August 1985, July 1991, December 1993, November 1998, September 2003, April 28, 2008, October 25, 2010, January 9, 2012, October 22, 2012

Revised: November 12, 2014

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Revised: September 27, 2021

**Revised: October 23, 2023**

## DISTRICT STUDENT DISCIPLINE POLICY

### 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 fair and consistent 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. STATEMENT OF PHILOSOPHY ON CONDUCT AND DISCIPLINE

~~I.~~

- A. ~~Statement of Philosophy on Conduct and Discipline:~~ The care, management, and control of the school district is vested in the School Board **pursuant to the Minnesota Education Code. by Minnesota Public School Law (MS 120.A.20).**
- B. Schools have a responsibility to parents and students which goes beyond the educational program. They must provide students with a suitable environment while on the school premises and at other school activities away from the school grounds. An environment conducive to learning must be maintained to ensure an equal educational opportunity for all students. Because an environment is partially determined by the conduct of the students, student self-discipline relative to rules and regulations is a desired goal. These rules and regulations are designed to promote a desired environment for learning. It shall, therefore, be a policy of Anoka-Hennepin Independent School District No. 11 that every student abides by all rules and regulations of the district.
- C. Before effective learning can take place, reasonable order or discipline must be present. ~~Basically,~~ The responsibility of classroom discipline rests **first** with teachers; however, **school** administration ~~the principal~~ is responsible to provide supervision, guidance, training and assistance to teachers in handling discipline problems. Experience indicates that a positive approach to discipline is effective. Early intervention in attempting to improve a student's behavior is strongly encouraged. This may include but should not be limited to early involvement of parents or guardians and utilizing available resources, including referral to the child study team and the use of support services.
- D. The Anoka-Hennepin School District recognizes its obligations to comply with the provisions of the Pupil Fair Dismissal Act and MS 121A.61 (~~and r~~removal of students from class statute). In local, state, and Federal proceedings, the fundamental question has been and is one of fairness for students. The elements of due process are designed to ensure that this goal is reached. Due process is the implementation of procedure which, when adhered to, guarantees the protection of individual rights.
- E. **The Anoka-Hennepin School District recognizes its obligations to comply with the provisions of the Pupil Fair Dismissal Act and MS 121A.55, the School Board values efforts to prevent dismissals through early detection of problems. It is also**

**important to provide services and supports designed to help prevent a student's inappropriate behavior from reoccurring.**

**D.F. "Nonexclusionary disciplinary policies and practices" are policies and practices that are alternatives to dismissing a student ~~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, alternative education services, and other policies and practices identified in Minnesota's Education Code. Under the direction of the superintendent, school administrators will employ nonexclusionary disciplinary policies ~~policies~~ and practices.**

### **III. STUDENT DISCIPLINE: STUDENT RIGHTS AND RESPONSIBILITIES**

- A. This statement of rights is not expected to cover every situation that may arise. The rights of an individual are preserved only by the protection and preservation of the rights of others. All students attending Anoka-Hennepin District No. 11 schools have the right to:
1. A free and appropriate education as defined by state and Federal statutes
  2. Equal educational opportunity and freedom from discrimination
  3. Due process as defined by state and Federal statutes and rules
  4. Freedom of inquiry and expression
  5. Data privacy
  6. Be informed of school rules
- B. Rights bring responsibilities and a student is responsible for the manner in which **their his/her** individual rights are exercised. This statement of responsibilities is not expected to cover every situation that may arise. All students attending Anoka-Hennepin District No. 11 schools have the responsibility to:
1. Attend school daily, except when excused, and to be on time to all classes and other school day functions,
  2. Pursue and attempt to complete the course of study prescribed by the state and local school authorities,
  3. Make necessary arrangements to make up school work when absent,
  4. Assist school staff in maintaining a safe school for all students enrolled therein,
  5. Be aware of all school rules and regulations and conduct themselves in accordance with them,
  6. Assume that until a rule is waived, altered, or repealed, it is in full effect,
  7. Be aware of and comply with state and local law,
  8. Be aware of and comply with State High School League and regulations and School Board policy when participating in extracurricular activities,
  9. Be willing to volunteer information in disciplinary cases and cooperate with school staff should they have important knowledge relating to such cases,
  10. Protect and take care of school property and the property of others,
  11. Dress and groom to meet fair standards of safety, health, and standards of decency,
  12. Avoid inaccuracies in student newspapers or publications and indecent or obscene language, both written and verbal,

13. Express ideas in a manner that will not demean, **harass**, or ~~slander~~**defame** others.

#### ~~III~~.IV. CODE OF STUDENT CONDUCT

A. Disciplinary action may be taken for any behavior, which is disruptive of good order or violates the rights of others. The school has the authority and obligation to establish and enforce reasonable standards of conduct. In accordance with the Pupil Fair Dismissal Act and **Minn. Stat. MS121A.61** ~~Discipline and removal of students from class~~, a student may be removed from class, suspended, excluded, or expelled (definitions set forth in sections V. G and V. H) from school for:

1. Willful violation of any reasonable School Board regulation. Such regulation must be clear and definite to provide notice to **students**~~pupils~~ that they must conform their conduct to its requirements.
2. Willful conduct that significantly disrupts the rights of other students to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities, or
3. Willful conduct which endangers the **student**~~pupil~~ or other **students**~~pupils~~, or surrounding persons, including school district employees, or the property of the school

B. The following list identifies unacceptable acts subject to disciplinary action in this school district. Violation of any of these offenses before, during or after school hours while on school property, the school bus, or any other approved vehicle used to transport students; or at school functions or events held at other locations or off school grounds if the action interferes with or obstructs the mission or operations of the school or the safety of the student, other students and staff or the aiding and abetting of such acts may lead to the implementation of a disciplinary action or consequence listed in part C, including expulsion.

1. Truancy and unauthorized absence.
  - a. As required by current statutes, regulations of the Department of Education and the School Board of this district, students shall be in attendance each day that school is in session. Students returning to school following an absence will be expected to complete all the missed assignment within a reasonable period of time.
  - b. Truancy, for purposes of this policy, is the absenting of one's self from school or class without approval **of school administration**. ~~The authority to decide whether an absence is excused or unexcused rests with the building principal.~~
  - c. If a student develops a pattern of tardiness to school or class, disciplinary action will be taken.
2. Possession, use (including being under the influence and look alike substances) and/or transmission of controlled substances including but not limited to any narcotic drug, hallucinogenic drug, inhalant, toxic or mood altering substances, intoxicating beverage, any paraphernalia associated with such controlled substances, or any controlled substance or the unauthorized use of prescription drugs.

~~a.—Administrative Discretion: While the Anoka-Hennepin School District forbids the possession, use or distribution of chemicals by students, the~~

~~superintendent's designee may use discretion in determining whether, under specific circumstances outlined by district administration and the school board, a course of action other than a referral to the school board for expulsion is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.~~

3. Possession, use, and/or transmission of tobacco, nicotine products, Electronic Cigarettes, or look-a-likes in any form. **(See policy 419.0 Tobacco-Free Environment regarding potential exceptions.)**
4. Possession, use, and/or transmission of a weapon(s) or any object that can reasonably be considered a weapon(s): weapon means a knife; firearm or an item which looks like a firearm, whether loaded or unloaded, in working or nonworking condition; destructive explosives, any incendiary device or look alike and/or the threatened intent or intent to cause an explosion; or any other device or instrument which is utilized in such a manner so as to threaten, intimidate or produce bodily harm or the fear of such.
  - ~~a. A student who commits a weapons infraction will be immediately suspended from school~~
  - ~~b. Administrative Discretion: While the Anoka-Hennepin School District forbids the possession, use or distribution of weapons by students, the superintendent's designee may use discretion in determining whether, under specific circumstances outlined by district administration and the school board, a course of action other than a referral to the school board for expulsion is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.~~
5. Possession and/or use of any electronic device, including a computer, in a manner, which threatens or intimidates others and/or disrupts the educational process;
6. Violations against persons communicated or attempted to be communicated by any means. Such violations include but are not limited to: verbal and/or nonverbal intimidation/ threats; stalking; obstruction; assault; fighting; extortion; bullying, racial harassment; harassment on the basis of disability sexual harassment/violence; indecent exposure; hazing;
7. Violations against property including tampering with, unauthorized use of, damage to, or destruction of school property or the property of school personnel and/or others (even though such an act was accidental or a result of poor judgment); vandalism; trespassing; arson; theft or robbery; possession of stolen property;
8. Violations of school procedures or acts disruptive to the educational process, including disobedience, disruptive and disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, use of profanity, improper activation of fire alarms, activation of stink bombs and unauthorized access to school data;
9. Violation of school bus or transportation rules;

10. Violation of parking or school traffic rules and regulations;
  11. Possession, distribution, or display of slanderous, libelous, pornographic, racist, or gang related materials or symbolism;
  12. Student attire and/or personal grooming which creates a danger to health or safety; creates a disruption to the educational process, or violates common standards of decency as they apply to a community school setting, and/or any apparel, jewelry, accessories, or matter of grooming which by virtue of its color arrangement, trademark, or any other attribute (as a primary purpose) denotes membership in an organized gang;
  13. Criminal activity;
  14. Violation of other school rules, policies, or procedures.
- C. Disciplinary action or consequences for these offenses may include but are not limited to the following
1. Student conference
  2. Parent/**guardian** contact
  3. Parent/**guardian** conference
  4. In-school monitoring
  5. Referral to in-school support services
  6. Detention
  7. Removal from class
  8. Suspension from extracurricular activities
  9. Physical restraint
  10. Suspension from school (**except students Pre-K – grade 3**)
  11. Referral to Child Study Team (see Due Process/Total Special Education Systems manual)
  12. Referral to community, county or outside agencies
  13. Transfer to another school building
  14. Expulsion or exclusion from school
  15. Referral to police or other law enforcement agency
- D. When determining an appropriate action, the administrator will **utilize their discretion and will** consider the extent of the disruption to the safety of an individual or a group or to the disruption of the learning environment in the schools, **and other relevant factors**.
- E. ~~Students with Disabilities:~~
- ~~1. If the alleged violator is a student with a disability under IDEA or Section 504 of the Rehabilitation Act, the specific placement and services for the student will be consistent with state and federal requirements. **and are to be determined by the student's IEP Team.**~~
  - ~~2. Use of Conditional Procedures: Students with disabilities who demonstrate behaviors which interfere with the student's or others' safety and or learning, which has not been ameliorated through the use of positive behavioral interventions, may result in~~

~~an IEP Team determination to use a conditional procedure in conjunction with continued use of positive behavioral interventions. The school district maintains procedures for use of conditional procedures, which are consistent with state and federal law.~~

#### ~~IV.V.~~ STUDENT DISCIPLINE: POLICIES

##### A. Disruptive Student Policy

1. As stated in the philosophy of our District Student Discipline Policy, an environment conducive to learning must be maintained to ensure equal educational opportunity for all students. Because an environment is partially determined by the conduct of the students, student self-discipline relative to district, building and classroom rules and regulations is a desired goal.
2. It shall; therefore, be a policy of the Anoka-Hennepin School District that:
  - a. Every student abides by the rules and regulations of this district.
  - b. Disciplinary action including expulsion may be taken for behaviors, which are disruptive or violate the rights of others to an environment conducive to teaching and learning.
3. Early intervention in attempting to improve a student's pattern of disruptive behavior is strongly encouraged. This should include involvement of parents/guardians and the utilization of available school district resources provided for students, including screening by the child study team.
4. A student will be referred to the school board for expulsion, if various appropriate interventions have been implemented and documented and the student persists in behavior which:
  - a. Violates any reasonable School Board regulation. Such regulation must be clear and definite to provide notice to **students**~~pupils~~ that they must conform their conduct to its requirements, or
  - b. 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
  - c. Endangers the **student**~~pupil~~ or other **students**~~pupils~~, or surrounding persons, including school district employees, or the property of the school.

##### B. Policy on Weapons

1. It is the policy of the Anoka-Hennepin School District to maintain a positive, safe and secure learning and working environment. Therefore, the District will not tolerate weapons as defined in this policy at any time on school property or in the school zone ( including district owned buildings and grounds; leased or rented facilities; school sponsored activities; field trips; school buses and other school vehicles; and school bus loading and unloading areas). Students and visitors may not possess, store, handle, transmit, or use any weapons in any of the school environments listed above. Any student found to possess, store, handle, transmit, or use any weapon

before, during, or after school hours ~~will~~ be subject to administrative and/or legal action.

\* School zone: The area surrounding school property to a distance of 300 feet or one city block, whichever distance is greater, beyond school property.

2. Students who become aware of a weapon (that is not subject to an exception listed in this policy) being brought to school or on school property must immediately notify an adult staff member. A student, who becomes aware that **they are** ~~he/she is~~ in possession of a weapon and immediately notifies an adult staff member, may avoid, depending on circumstances, being considered to be in possession of a weapon. Students should not, however, pick up or transport the weapon.

C. Definition of Weapon: weapon is defined as a knife, firearm, or an item which looks like a firearm, whether loaded or unloaded, in working or non-working condition; destructive explosives, any incendiary device or look-alike and/or the threatened intent or intent to cause an explosion; or any other device or instrument which is utilized in such manner so as to threaten, intimidate or produce bodily harm or the fear of such. Weapons include, but are not limited to the following:

1. All firearms, loaded, unloaded, working or not working
2. Other firearms of all types including pellet, BB, stun, splat, starter pistols, and/or look-a-likes, or replica firearms which include facsimile or toy versions of firearms and reasonably appear to be a pistol, revolver, shotgun, sawed-off shotgun, rifle, machine gun, rocket launcher, or any other firearm
3. Knives including switchblade or automatically opening blades, butterfly knives, Swiss army knives, pocket knives, box-cutters/utility knives hunting knives, daggers, swords, razors
4. Artificial knuckles or similar objects designed to be worn over or inside the fist or knuckles
5. Blackjacks, clubs, throwing stars, martial arts devices
6. Explosives and/or similar devices and/or the threatened intent to cause an explosion
7. Poisons, chemicals, combustible or flammable liquids, or substances capable of causing bodily harm
8. Slingshots, bows and arrows
9. Chemical irritant \*\* i.e. pepper spray, mace
10. Any other device or instrument used to intimidate, threaten, or inflict bodily harm or fear

D. Exceptions: This policy, in accordance with Minnesota law, provides for the following exceptions:

1. Licensed police officers, military personnel, licensed security personnel
2. Instructors of school district approved firearm safety courses or activities conducted on school property
3. School district approved possession and use of weapons by ceremonial color guards
4. School district approved possession and use of starter guns for athletic contests
5. School district approved equipment and tools used and stored appropriately on school property for instructional or work-related purposes by workers and students
6. Other exceptions as granted by the superintendent

## E. Implementation of the Policy on Weapons

1. Weapons violation, Federal law: Pursuant to the Federal "Gun Free Schools Act of 1994" any student who brings a weapon (firearm and/or destructive device as defined under Federal law) **to school** shall be expelled from school for not less than one year. **Consistent with state and federal law, the school board or Superintendent may modify this requirement on a case-by-case basis and any recommendation for expulsion must be consistent with the limitations imposed by state and federal special education and disability laws.**
2. Middle school students: Possession of a weapon, as defined in this policy, by students in middle school, grades six through eight, will lead to the immediate initiation of the expulsion process and may lead to referral to the police. The School Board will expel middle school students for a period of not less than the equivalent of one trimester of student contact days, and not more than 12 months. Alternative educational services will be provided to the student during the expulsion. A student in middle school will reenter school on the day the expulsion is completed.
3. High school students: Possession of a weapon, as defined in this policy, by students in high school, grades nine through graduation, will lead to immediate initiation of the expulsion process and referral to the police. The School Board will expel high school students for a period of not less than the equivalent of one trimester of student contact days, and not more than 12 months. Alternative educational services will be provided to the student during the expulsion. A student in high school will reenter school on the first day of the new term closest the completion of the expulsion.
4. Administrative Discretion: While the Anoka-Hennepin School District forbids the possession, use or distribution of weapons by students, the superintendent **or their's** designee may use discretion in determining whether, under specific circumstances outlined by district administration and the school board, a course of action other than a referral to the school board for expulsion is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.
5. Elementary school students: Principals in the elementary schools, when disciplining students in grades K-5 for possession of a weapon, as defined in this policy, will **take disciplinary action consistent with state statute, as we**~~suspend the student~~**and** determine the intended and actual danger to other students and staff. (Note: Expulsion may be recommended.) The principal will inform the student's parents/**guardians** of the disciplinary action. In all cases the student will receive information regarding the danger of weapons.
6. Students with Disabilities:
  - a. Students with disabilities may be suspended for violation of school rules in accordance with state and federal law.
  - b. If the student is in violation of the district drug, alcohol policy or has a weapon as defined by federal law is a student with a disability under IDEA or Section 504 of the Rehabilitation Act, the student may be placed in a 45 school day interim

alternative placement, the specific placement and services for the student will be consistent with state and federal requirements and are to be determined by the student's IEP Team.

- c. The use of seclusionary time out or restraint of a student with a disability **may be used in an emergency and must otherwise comply with Minnesota law on the use of restrictive procedures.** ~~requires development of a behavior plan which meets specific criteria of state and federal law and rule.~~

#### F. Search and Seizure

1. School Facilities/School Lockers: While the student has exclusive control over ~~his/her~~**their** locker, desk, workstation, and other similar assigned areas of school property as against other students, such possession is not exclusive as against the school and its officials. The lockers, desks, work stations, and other similar assigned areas remain the property of the school and, at any time it is deemed necessary, the principal or ~~his/her~~**their** designee has the authority to conduct a search and confiscate items considered illegal illicit, or disruptive to the educational process or evidence tending to prove a violation of law or a rule of the School District.
2. Students and their Personal Possessions: While the student has exclusive control over ~~his/her~~**their** property in ~~his/her~~**their** immediate possession as against other students it is not exclusive as against the school and its officials. When a reasonable suspicion arises that use or possession of a student's property **or its contents** is illegal, illicit, disruptive, or a danger to that student or others, a search may be made of the student's person and/or personal property; including vehicles.
3. Conducting a search
  - a. Before conducting a search, the principal or designee will determine that there is a reasonable suspicion that the search of a student or of a student's personal property will produce evidence that the student has violated or is violating either the law or the rules of the School District.
  - b. The search shall be conducted in a manner, which is reasonably related to the objective of the search and is not excessively intrusive into the student's privacy in light of the age and sex of the student and the nature of the violation. Items considered illegal, illicit, disruptive to the educational process, or evidence tending to prove a violation of law or of a rule of the School District may be confiscated.
4. Procedures to Implement the Policies on Search and Seizure
  - a. Only the building principal or specific designee shall be responsible for determining if a search will be conducted.
  - b. A written record of each search will be kept by the principal or designee on a form provided for this purpose; including the facts upon which a reasonable suspicion rests, location, time, reason for the search and/or seizure, persons present, and disposition of items.

- c. A search of a student's person or personal property shall be done as discreetly and privately as possible without compromising safety.
- d. Those items considered to be illegal, illicit, disruptive, a general nuisance to the educational process, or evidence tending to prove a violation of a law, or a rule of the District may be **held by school administration**.~~seized~~. The storage, return, or disposition of ~~withheld~~~~seized~~ items shall be at the discretion of the principal, subject only to legal impoundment.
- e. Repossession of school property shall not be considered seizure.
- f. The School District retains the authority to patrol school parking lots and inspect the exteriors of automobiles or other motor vehicles on school property. The interiors of vehicles on school property may be inspected and searched when the principal or specific designee has a reasonable suspicion to believe that materials which are illicit, illegal, or disruptive to the education process are contained inside that vehicle.

#### ~~V~~.VI. Removal of Students from Class

- A. 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 parent/~~guardians~~. 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.
- B. 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.
- C. Removal from class is the short-term exclusion of a student from class during which the school retains custody of the student. Students violating the code of student conduct may be removed from class at the discretion of the classroom teacher for the duration of the class or activity period. If the student is to be removed for additional time, this and the conditions for return to class will be determined at a conference between the principal and the teacher. Students removed from class shall be the responsibility of the principal or designee. The principal or designee shall inform the student and the student's parent/guardian of the conditions for returning to class.
- D. If a student's total days of removal from class exceeds ten (10) cumulative days in a school year, the principal or designee shall make reasonable attempts to convene a meeting with the student and the student's parent/~~or~~ guardian prior to removing the student from class. The purpose of this meeting is to attempt to determine the ~~student~~~~pupil~~'s need for assessment or other services.

- E. Parent/**guardian** notification: Parents/**guardians** shall be notified of a violation of the rules and of the resulting disciplinary action. Under unusual circumstances, principals may determine that it is not necessary to notify the parent/guardian.
- F. Modified Learning Program: The short-term modification of a student's program, not to exceed five days per infraction, during which the school district retains custody of the student.

#### ~~G.~~ VII. Out of School Suspension

- A. Suspension is the short-term exclusion, not to exceed five days (unless the student presents a danger to themselves or others) per infraction of the student from school during which the school is relieved of the custody of the child.
- B. If the suspension is longer than five days, the suspending administrator must provide the superintendent or designee with a reason for the longer suspension. A suspension may not extend beyond fifteen days.
- ~~1.~~C. Upon the sixth **consecutive** day of a suspension an alternative form of education must be presented to the child, i.e. supervise homework.
- D. Suspensions shall be utilized in accord with the Pupil Fair Dismissal Act and with **this Anoka-Hennepin School District** policy.
- E. **School administration must allow a suspended student the opportunity to complete all school work assigned during the period of the student'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 an employee as a liaison to work with the student's teachers to allow the suspended student to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.**

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#### ~~H.~~ VIII. Exclusion and Expulsion

1. Exclusion is an action taken by the School Board to prevent enrollment or reenrollment of a student for a period that shall not extend beyond a school year.
2. Expulsion is an action taken by the School Board to prohibit an enrolled student from further attendance for a period of time that shall not extend beyond one calendar year from the date the child is suspended for the expellable offense.
3. Exclusion and expulsion shall be utilized in accordance with the Pupil Fair Dismissal Act and **this Anoka-Hennepin School District** policy.

#### 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. A school administrator 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.

**C. Recess must not be withheld from a student based on incomplete schoolwork.**

**D. School administrators are encouraged to ensure student access to structured breaks from the demands of school and to support teachers and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.**

#### ~~VI.~~ X. SUMMER SCHOOL

- A. Summer school is not a state or federally mandated program, and students are not required to attend. Anoka-Hennepin Independent School District No. 11 has rules and regulations regarding the granting of credit for courses taken during the summer school; essentially these regulations state that participants must make up every day of absence from summer school in order to complete the necessary minimum number of hours for course credit. Excessive absence could result in a student being dismissed from a summer school credit course.
- B. Parents/**guardians** and students should be aware that summer school also differs from the regular school year in that alternative programs **may not be available** ~~are not provided~~ for students who exhibit attendance and/or behavior problems. Students ~~may~~**will** be dropped from summer school for violations of the student code of conduct.
- C. Anoka-Hennepin School District No. 11 recognizes its obligations to provide students the elements of due process. Due process is the implementation of procedures which when adhered to guarantees the protection of equal rights. Before a student is dropped from summer school, the appropriate due process components will be followed.
- D. The Anoka-Hennepin School District's discipline policy applies to summer school.

#### XI. 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 or this policy are not being implemented appropriately or are being discriminately applied.

- A. Time for filing complaint, to whom: The complainant should attempt to informally resolve the complaint by notifying the principal or their designee of the complaint as soon as practicable, but in no event longer than five (5) school days after the event which is the subject of the complaint.
- B. If the complaint is not resolved informally, the complaining party shall reduce the complaint to writing and the school principal shall transmit the written complaint to the Principal Elementary Student Conduct or Principal Secondary Student Conduct, as appropriate. The Principal of Student Conduct shall begin to investigate the complaint within three (3) school days after receipt of the written complaint. The Principal of Student Conduct shall provide an opportunity for involved parties to submit additional relevant information, and shall meet (in-person, virtually, or by phone) with the complaining party. The Principal of Student Conduct will make a written disposition of the matter within twenty (20) school days of receipt of the written complaint and shall forward copies to the complaining party and the school principal.
- C. The decision of the Principal of Student Conduct shall be final.
- D. If it is determined that the requirements of the Pupil Fair Dismissal Act were not implemented appropriately or were discriminatorily applied, the Principal Elementary Student Conduct or Principal Secondary Student Conduct ~~elementary or secondary principal of Compass programs~~ shall oversee a corrective action plan to correct the student's record and provide relevant staff with training, coaching, or other accountability practices, and take other appropriate measures designed to ensure appropriate compliance with policies in the future.
- E. The District prohibits reprisals or retaliation against any person who asserts, alleges, or reports a complaint under this provision. Complaints of retaliation or reprisal will be investigated and handled by the General Counsel or designee.

#### ~~VII~~. XII. COMMUNICATION/DISTRIBUTION OF POLICY

- A. Publication: This policy shall be published and distributed annually for all students utilizing one or more of the following methods: publication in a student handbook; publication in a principal's newsletter to parents/**guardians** with the request that the parent/**guardian** discuss the policy with the student; publication in pamphlet form to be distributed; and/or publication in a district wide mailing to parents/**guardians**.
- B. Building-level Supplement: The building principal may supplement this policy with rules and regulations for a particular building. However, no such rule or regulation shall be inconsistent with School Board policy.

- C. Dissemination to Students: This policy and supplemental building rules and regulations shall be reviewed with students in classrooms at the beginning of each school year.
- D. Annual Review: The principal and representative staff and students in each school building shall confer at least annually to review the discipline policy and to assess whether the policy is appropriate and has been enforced. Any recommended changes shall be forwarded to the Superintendent for review.

**Legal References:** Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.61 (Removal of Students from Class)  
 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. Ch. 125A (Special Education and Special Programs)  
 Minn. Stat. § 152.22, Subd. 6 (Definitions)  
 Minn. Stat. § 152.23 (Limitations)  
 Minn. Stat. Ch. 260A (Truancy)

~~Anoka-Hennepin District No. 11~~

~~Coon Rapids, MN 55433~~ Anoka-Hennepin District No. 11

Anoka, MN 55303

Adopted June 11, 1984

Revised March 11, 1991

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Revised July 28, 2003

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Revised July 09, 2012

Revised September 28, 2020

**Revised: October 23, 2023**

## TOBACCO AND SMOKE -FREE ENVIRONMENT

### I. Purpose

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

### II. General Statement of Policy

- A. All Anoka-Hennepin School District facilities, grounds, and vehicles will be free of tobacco, tobacco-related devices and electronic delivery devices intended to deliver similar products.
- B. ~~The~~**is requirement of a** tobacco-free environment extends to all facilities, whether owned, rented or leased, and all vehicles leased, contracted for or owned by the District.

### III. Exceptions

- A. A violation of this policy does not occur when an adult lights tobacco on school district property as a part of a traditional Indian, Indigenous or American Indian ~~spiritual or cultural practices~~**ceremony**.
- B. A violation of this policy does not occur when an American Indian adult or student carries a medicine pouch containing loose tobacco intended as observance of traditional cultural practices.
- C. A violation of this policy does not occur when an adult or student uses tobacco/kinnikinnick, sage, sweetgrass, or cedar to conduct individual or group smudging. The District recognizes tobacco, sage, sweetgrass, and cedar as traditional American Indian medicines and essential elements of American Indian ceremony.
  - 1. The process under which smudging is conducted will be determined at the building level by the building or site administrator in collaboration with American Indian Education Program Staff.
  - 2. Smudging by students must be conducted under the supervision of an appropriate school district staff member, as determined by the building or site administrator and otherwise comply with the District's Equal Access to School Facilities Policy 801.0.
  - 3. Smudging shall be conducted in a manner consistent with the Minnesota Clean Indoor Air Act, Minnesota Statutes section 144.411 to 144.417.

#### IV. Signs and Other Notices

This policy will be printed in student handbooks. It should be posted in highly visible places in all schools of the district, such as, but not limited to all entrances of school buildings, school playgrounds and athletic fields.

**Legal References:** Minn. Stat. §§ 144.4165 (Tobacco Products Prohibited in Public Schools)

Anoka-Hennepin District No. 11

Anoka, MN 55303

Revised: February 8, 1988

Amended: February 26, 1990

Revised: November 27, 2006

Revised: June 27, 2011

Revised: November 22, 2021

**Revised: 2023**

## PHYSICAL WELLNESS POLICY

### I. Purpose

The Anoka-Hennepin School District is committed to promoting and protecting students' health, physical well-being and ability to learn. Thus, Anoka-Hennepin School District supports healthy eating, healthy physical activity, and strives to provide a healthy environment which is conducive to good learning.

### II. General Statement of Policy

By working toward the following goals, Anoka-Hennepin School District supports the evidence based link between health wellness and improved educational outcomes of Anoka-Hennepin School District students.

- A. Food and beverages sold or served at school, as part of the National School Lunch Program and School Breakfast Program, will meet the nutrition guidelines as defined by the United States Department of Agriculture.
- B. Students will have access to a variety of affordable, nutritious, and appealing foods that meet their health and nutrition needs. The Anoka-Hennepin School District will provide clean, safe and pleasant settings and provide students adequate time to eat. School stores and snack vending machines that provide service during the school day, will offer snacks that follow the same state and federal regulations as the Child Nutrition Program for nutrient content.
- C. To the maximum extent practicable, all schools will participate in available federal school meal programs (including the School Breakfast Program, National School Lunch Program [including after school snacks], Summer Food Service Program, Fruit and Vegetable Snack Program, and Child and Adult Care Food Program [including suppers]).
- D. Schools will provide nutrition promotion, nutrition education and physical education to foster lifelong habits of healthy eating and physical activity. Schools will establish connections between health education, school meal programs and related community services.
- E. All students will have opportunities, support and encouragement to be physically active on a regular basis.
- F. Each school will have a School Health, Wellness and Safety Committee. The committee will assist the district Health, Wellness and Safety Committee with the implementation, monitoring and reporting requirements of this policy. School/Site administrators will meet with their building committee at least two times per year to discuss wellness issues at their school.
- ~~G. Staff will support legislation that funds issues that address the nutritional needs of the student during the school day.~~
- H. A Student Wellness page will be established on the district/school website to publicize opportunities in the area of nutrition and physical activity throughout the district.

~~The Wellness Policy is designed by the Wellness Task Force which is a subcommittee of the Health, Wellness and Safety Committee. The Wellness Task Force strives to include persons from our schools and community including parents, students, representatives from Child Nutrition, Health Service, Community Education, curriculum directors, members of the School Board, school administration, teachers, health professionals and~~

~~members of the public. The Health, Wellness and Safety Committee shall continue to develop, implement, monitor, review, and recommend revisions regarding the Wellness Policy. The Health, Wellness and Safety Committee will also serve as a resource to school sites for implementation of the policy.<sup>1</sup>~~

### III. Nutrition and Environmental Guidelines During the School Day<sup>2</sup>

#### A. Food Environment

1. Students will be encouraged to start each day with a healthy breakfast. Studies continue to show that children who eat breakfast learn better and score higher on standardized tests. If a full breakfast program is not feasible, schools will have healthy breakfast items available that students can purchase on campus in school stores or vending machines.
2. It is a goal that bus schedules and morning breaks should be coordinated to allow students ample time before class to participate in the breakfast program.
3. Lunch periods will be scheduled as near the middle of the school day as possible.
4. It is a goal to provide students sufficient time to eat during meal periods with at least 10 minutes for breakfast and 20 minutes for lunch from the time the student is seated.
5. It is a goal to provide dining areas that are attractive and include enough seating areas to accommodate all students who would like to sit and eat lunch, as well as, enough serving areas so that students do not have to spend too much time waiting in line.
6. Hand-washing facilities will be available for students and they will be reminded to wash their hands before meals (to prevent the spread of germs and reduce the risk of illness).
7. Drinking water will be available for students throughout the building, and in the cafeteria upon request.

#### B. Food Service Operations

1. Anoka-Hennepin School District will develop a coordinated and comprehensive outreach, promotion and pricing plan to ensure maximum participation in its school meal programs. Anoka-Hennepin School District will make available free and reduced price meals to all children that qualify.
2. Schools will ensure that students eligible to receive free or reduced price meals and milk are not treated differently from other students nor are they easily identified by their peers.
3. Anoka-Hennepin School District will employ a food service director who is properly qualified, certified and/or credentialed according to professional standards to administer the school food service program and satisfy reporting requirements.
4. All child nutrition personnel will have adequate pre-service training, participate in ongoing professional development and strive to hold a state issued or equivalent training certificate.
5. The Child Nutrition Program will adopt methods of cooking that maintain the quality of our food as well as meet the nutritional requirements of the National School Breakfast and Lunch Programs.
6. Anoka-Hennepin School District will plan menus that will meet the nutrition standards set forth under U.S.D.A. 7 CFR Part 210 and Part 220.

#### C. Food and Beverages Sold and/or Served

1. Food and beverages offered will be nutrient<sup>3</sup> dense including whole grain products, fiber-rich fruits and vegetables.
2. Food and beverages offered will include a variety of healthy choices that are of excellent quality, appealing to students and are served at the proper temperature.
3. Food and beverages offered will follow the nutritional guidelines set forth by the National School Lunch Act and School Breakfast Program.

<sup>1</sup>~~1. In the Child Nutrition and WIC Reauthorization Act of 2004, the U.S. Congress per Public Law 108-265 instructed schools to establish a school wellness policy. Anoka-Hennepin has established a policy for public schools in our district.~~

<sup>2</sup> School day is defined by USDA regulations as 12:01 AM to 30 minutes after final school bell.

<sup>3</sup> School day is defined by USDA regulations as 12:01 AM to 30 minutes after final school bell.

4. Portion sizes will be age-appropriate<sup>4</sup> for elementary, middle and high school students respectively.
5. Other foods sold during the school day, also known as A la carte, sold from the cafeteria, snack bars, vending machines and school stores will follow the nutritional guidelines set forth by the USDA in the Smart Snack guidelines. The Smart Snack guidelines define the “school day” as the midnight before to 30 minutes after the end of the school day.
6. Nutrition information for products offered in snack bars, a la carte, vending and school stores should be available upon request.
7. All beverages sold to students on school premises during the school day must meet the nutrition guidelines set forth by the National School Lunch Act Smart Snack Regulation. Beverages traditionally referred to as “Soft Drinks,” “Soda,” or “Pop” will not be made available to students during the school day. Foods or beverages with high concentrations of caffeine such as, “energy drinks,” “energy shots,” or “caffeinated gums or candies,” will not be made available to students during the school day.
8. If food is provided for classroom celebration, it must be commercially prepared.
9. Classroom snacks and celebrations should reinforce the importance of healthy choices. Families will receive information at least annually from the school on foods that are appropriate for such celebrations.
10. Schools may identify up to four special celebration days when food is given away where exceptions are made to the food requirements under this policy.
11. All food sold during the school day, including fundraisers and concessions, must meet the same state and federal regulations as the Child Nutrition Program for nutrient content.

#### IV. Community Collaboration

##### A. Communications with Parents

1. Anoka-Hennepin School District will support parents’ efforts to provide a healthy diet and daily physical activity for their children. Anoka-Hennepin School District will share information about healthy food options available in school and suggestions for home.
2. Anoka-Hennepin School District will provide information about physical education and other school based physical activity opportunities before, during and after the school day and will support parents’ efforts to provide their children with opportunities to be physically active outside of school.

##### B. Product Marketing in Schools

1. School based marketing will be consistent with nutrition education and health promotion. The promotion of healthy foods including fruits, vegetables, whole grains, lean meats, and low-fat dairy products is encouraged.
2. Schools are encouraged to consider nutritious products, competitive pricing, and product placement and promotion strategies for the consumption of healthy foods.

##### C. Opportunities Before and After School

1. Anoka-Hennepin School District encourages the participation of all students in activities such as co curricular activities, extra-curricular activities, Community Education programs, and community and family activities that promote physical activity.
2. Anoka-Hennepin School District and individual schools will offer a range of activities that meet the needs, interests and abilities of all students including students with disabilities and special health needs.

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<sup>4</sup> An age-appropriate diet is one that provides adequate nutrition and is appropriate for a child's state of development.

3. Anoka-Hennepin School District encourages community use of its facilities for physical activity outside of the normal school day consistent with the district's facility use policy.
4. All schools will offer physical activity programs such as co-curricular, extra-curricular, intramural or Community Ed programs.
5. After school childcare and enrichment programs will provide and encourage – verbally and through the provision of space, equipment and activities – daily periods of moderate to vigorous physical activity for all participants.

#### D. Food and Beverages Served and/or Sold Outside of the School Day

1. Anoka-Hennepin School District encourages non-food fundraisers when possible. Fundraisers involving the sale of food, outside of the normal school day, are encouraged to promote positive health habits. Information will be provided on fundraising opportunities that promote health and wellness. Schools will collaborate with parent groups and booster clubs to select healthy foods and snacks as part of their programs. Fundraisers that involve the sale of food, held by any student group or organization during the school day, must meet the National School Lunch Act regulations.
2. Anoka-Hennepin School district encourages concession stands to promote and provide nutrient rich food and beverage choices.

#### V. Curriculum

- A. Schools will provide education to foster lifelong habits of healthy eating and physical activity. Schools will establish linkages between health education, physical education, school meal programs and related community services.

#### B. Integrating Nutrition Education into the Classroom Setting

1. Schools will provide nutrition education and engage in nutrition promotion that:
  - a. is offered as part of a comprehensive, standards-based program designed to provide students with the knowledge and skills necessary to promote and protect their health;
  - b. is part of not only health education and Family and Consumer Science classes but could also be referenced in other subjects as appropriate;
  - c. promotes fruits, vegetables, whole grain products, lean meats, low-fat and fat-free dairy products, healthy food preparation methods and health enhancing nutrition practices;
  - d. emphasizes caloric balance between food intake and energy expenditure (physical activity/exercise);
  - e. links with school meal programs, other school food and nutrition related community services;
  - f. teaches media literacy with an emphasis on food marketing; and
  - g. includes training for teachers and other staff
  - h. may include school gardens as a proper study for students in experiential learning to understanding the science of growth of plants for food and the place of plant matter in the ecological system.
2. Staff is encouraged to model good nutrition.

#### C. Physical Education

1. All students will be provided opportunities for physical education as defined by Anoka-Hennepin School District curriculum guidelines.
2. Students will spend at least 50 percent of physical education class time participating in moderate to vigorous physical activity.
- 3. If a student's conduct during physical education class endangers the health or safety of the**

**student or others, a teacher may remove the student from class.**

#### D. Integrating Physical Activity into the Classroom Setting

1. Classroom teachers are encouraged to develop opportunities for physical activity that can be incorporated into subject lessons and are encouraged to provide short physical activity breaks during class.
2. Staff is encouraged to model physical activity.
3. Staff is encouraged to find creative ways to promote physical activity before, during and after the school day.

#### E. Promoting a Healthy Lifestyle

1. Classroom health education will complement physical education by reinforcing the knowledge and self-management skills needed to maintain a physically active lifestyle and to reduce time spent on sedentary activities such as watching television.
2. The district's Transportation Department, with the help of Safe Routes to School, will work with the schools to promote safe, active trips on foot and bicycle for children not eligible for bus transportation.

#### F. Rewards and **Consequences** ~~Punishment~~

- ~~1. Staff are strongly encouraged not to exclude students in kindergarten through grade 5 from recess due to punishment or disciplinary action. For students of all ages and grade levels, if a student's conduct during physical education class or recess endangers the health or safety of the student or others, a teacher may remove the student from class or recess.~~

**A school administrator 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.**

**Additionally, recess must not be withheld from a student based on incomplete schoolwork.**

**"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.**

2. Food will not be used as a reward or punishment. Teachers are encouraged to offer non-food items as classroom rewards. Staff will not be reimbursed for purchased food rewards. Site administrators may allow purchases of foods or snacks for testing days based on research and recommended best practices. For learners with disabilities, the use of food as an incentive or accommodation may be included in the IEP or Section 504 Plan if appropriate as determined by the IEP or 504 team.

#### VI. Monitoring and Policy Review

- A. The superintendent or designee will ensure compliance with this Wellness Policy through the Health, Wellness and Safety Committee. At the school level, the principal or designee will ensure compliance with the Wellness Policy and report on the school's compliance to the Health, Wellness and Safety Committee. It is the responsibility of each school's Health, Wellness and Safety Committee to assist in the implementation of the reporting and monitoring requirements of this policy.

- B. The Health, Wellness and Safety Committee will be responsible for coordinating information from schools and departments, compiling data and reporting to the superintendent regarding compliance of this policy. The Health, Wellness and Safety Committee will establish methods to monitor results of the policy and measure compliance throughout the district. The Health, Wellness and Safety Committee will review the plan and make recommendations to the superintendent as necessary.
- C. Policy review and assessment of items monitored shall be repeated every three years to help maintain compliance, assess progress and determine areas in need of improvement. The Health, Wellness and Safety Committee will **recommend revisions for** ~~revise~~ **the Wellness Policy to the school board** and **will** develop work plans to facilitate their implementation as necessary.
- D. The superintendent or designee will develop a summary report every three years on district-wide compliance with the district's established Wellness Policy based on input from the Health, Wellness and Safety Committee. The report will assess the implementation of the policy, including the extent to which schools are in compliance, and will describe the progress made in attaining the goals of the policy. The report will be provided to the School Board and distributed to groups as directed by the School Board. The report will be made available to the public once approved by the board.

Anoka-Hennepin School District #11

Anoka MN 55303

Adopted: August 28, 2006

Revised: September 14, 2009

Revised: June 27, 2011

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Revised: August 26, 2019

Revised: May 23, 2022

**Revised: \_\_\_\_\_ 2023**

Legal References:

Minn. Stat. § 121A.215 (Local School District Wellness Policy)

Minn. Stat. § 120B.026 (Physical Education; Exclusion from Class; Recess)

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

42 U.S.C. § 1758b (Local School Wellness Policy)

42 U.S.C. § 1771 et seq. (Child Nutrition Act of 1966)

7 U.S.C. § 5341 (Establishment of Dietary Guidelines)

7 C.F.R. § 210.10 (School Lunch Program Regulations)

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