

Dawson-Boyd School Board
Monday, May 8, 2023 Regular Meeting Time
Dawson-Boyd Board Room
Monthly Board Meeting
Google Meet joining info:

Meeting Agenda

1. Call to order

Google Meet joining info

Video call link: <https://meet.google.com/kgi-xpsq-goh>

Or dial: +(US) +1 949-438-3650 PIN: ?702 630 215#

2. Adopt/Amend Agenda

3. Public Comments

4. Consent Agenda: THE FOLLOWING ITEMS ARE SUBMITTED FOR CONSENT APPROVAL

a. Approval of Meeting Minutes

b. Approval of Financial Report and Monthly Claims and Accounts

c. Approval of Staffing Matters/Personnel

5. Communications: THE FOLLOWING ITEMS ARE SUBMITTED FOR CONSIDERATION

Dawson-Boyd Student updates

Chris Ziemer & Michael Hart presentation on final projects for our facilities including replacing the community center roof, HVAC and parking lots.

Close regular meeting and open public hearing on proposed abatement of the parking lots. Public comments will be accepted. Close public hearing on proposed abatement of the parking lots. Open regular and go directly to resolution.

6. Information Items:

a. **Board Member Reports**

b. **Teacher Reports**

Karen Anderson-High School FACS/Service Learning and Elementary Keyboarding

c. **AD/Community Ed/Transportation Reports**

A diagram of the proposed parking lot will be added before the meeting

d. **School Nurse Reports**

No report

- e. **Principal Reports**
- f. **Technology Director Reports**

No report

- g. **Business Manager Reports**

Preliminary 2023-2024 FY Budget update

2023-2024 School calendar attached

- h. **Superintendent Report**

- 7. Discussion/Approval Items:

Discuss options on Drivers Ed program

- 8. Action Items:

Approval of the advertising for sealed bids for the 2023-2024 sy for bread, milk & commodities

Approval of the advertising for sealed bids for the 2023-2024 sy for gas/fuel for transportation

Approval of a contract with Teachwell Solutions for the 2023-2024 sy

Approval of a contract with Greater MN Family Services (Challenge Program) for the 2023-2024 sy

Approval of a contract with MVCC for special ed services for the 2023-2024 sy

Approval of a 3 year HVAC maintenance contract with TRANE

- a. **Resolution-District Donations**

1. Resolution Relating To Proposed Tax Abatement For Parking Lot Improvement Projects and Granting The Abatement; Relating To \$4,945,000 General Obligation Facilities Maintenance , Tax Abatement and School Building Bonds, Series 2023A

- b. **Approval of School Fundraisers**

No fundraisers to approve

- c. Policies:

Policies for 5-8-23 Board Meeting

1) 205 Open Meetings and Closed Meetings

2) 705 Investments

3) 624 Online Learning Options

4) 619 Staff Development Standards (Ties in with Curriculum Cycle/Training)

5) 520 Student Surveys (Establish Parameters for info that may be sought in student surveys)

6) 708 Transportation of Nonpublic School Students

7) 101 Legal Status of the School District

8) 511 Student Fundraising

9) 707 Transportation of Public School Students

10) 530 Immunization Requirements

- 9. Adjournment

Dawson-Boyd Independent School District No. 378
Regular April Board Meeting
April 10, 2023

The regular April meeting of the Board of Education was held on April 10, 2023 in the Dawson-Boyd Board room. Members present were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund as well as the administrative staff. Principal Hiedeman was absent. Chair Lund called the meeting to order at 6:00 p.m. The amended meeting agenda was approved (Kelly and Buer). There were no public comments.

Regular claims and accounts totaling \$1,170,932.12, \$7,665.49 for Student Activities & \$221,440.01 for the Building Project were approved as presented (Perkins and Schindler). The Board reviewed electronic transfers and state tax payments made in March. Minutes from the March 13th, 2023 regular meeting and the April 8, 2023 Treasurer's report were approved as presented in the consent agenda (Buer and Marotzke).

In district staffing matters, the Board accepted the resignation of Andrea Enger, Elementary School Teacher effective at the end of the 2022-2023 school year; resignation of Miranda Streich, High School Paraprofessional effective March 15, 2023; resignation of Melissa Grussing, Elementary Paraprofessional effective March 31, 2023; approval of maternity leave for Allysa Hurley, beginning the 2023-2024 school year-November 6, 2023; approval of unpaid leave for Loral Webster from April 17-24, 2023; approval of unpaid leave for Nichole Andrews from April 20-24, 2023; approval of unpaid leave for Amber Runyan from April 17-21, 2023 (Perkins and Jurgenson).

RESOLUTION #R1-65- NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, approve the RESOLUTION RELATING TO \$2,050,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS; STATING OFFICAL INTENT TO PROCEED WITH AND AUTHORIZING THE ISSUANCE AND SALE THEREOF AND PROVIDING FOR CREDIT ENHANCEMNET WITH RESPECT THERETO (Buer and Marotzke). Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund. There were no dissenting or abstaining votes. RESOLUTION #R1-65A - NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, approve the RESOLUTION RELATING TO PROPOSED PROPERTY TAX ABATEMENT FOR PARKING LOT IMPROVEMENT PROJECTS; CALLING PUBLIC HEARING (Jurgenson and Schindler). Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund. There were no dissenting or abstaining votes. Fundraisers approvals were given to Cory Larson, for the football team to sell discount cards in the fall, the Robotics team to hold an open house, meal and silent auction on 4/14/2023, Robotics to hold a taco feed on 1/16/2024, Afterglow to hold a taco feed on 2/7/2024, Afterglow to hold a burger feed on 9/22/2023 and Robotics to hold a burger feed on 10/18/2023 (Perkins and Kelly).

In the communications & discussion sections of the agenda, the Dawson-Boyd Robotics coach, volunteers and students of the Robotics team presented to the board and administration on their robot that competed at the Grand Forks competition. A Wrestling update was presented by

students Holt Larson and Zander Clausen and a Student Council update was given by Reese Ochsendorf and advisor, Mrs. Schacherer. Chris Ziemer, with ICS, and Michael Hart, with MN Trust/PMA Financial presented on the potential 2023 school improvement projects. They presented on the financials which include the Community Center roof replacement, indoor air quality and the parking lots. Interim Ferguson added that he fully supports the district moving forward with all three projects. All three projects are necessary to protect our students, staff and facilities. In all likelihood, the projects will not get any cheaper in the future and the need to do them will not go away.

In information items no teacher reports were given. The board acknowledge receipt of "Notice of Desire to Negotiate" from the ISD 378 teacher's union. Interim Superintendent Ferguson informed that board that he and Aafedt met with the LqPV superintendent and activities director to discuss our partnerships in Tennis, Track, CC and Dance. The tennis courts at LqPV are at their life's end and we/they are exploring ways to remedy the situation. Aafedt will attend the open community meeting on Thursday, April 13, 2023 at 5:30 p.m. at the Dawson City Building. This meeting will be a round table discussion and contribute ideas regarding the tennis courts, softball fields and improve parks that are open for all to use. Ferguson also informed the board that the new security system complete with vaping technology will start within the next couple of weeks. Community Ed Coordinator/Transportation/Athletic Director Aafedt was prepared to present on short/long term solutions/plans for the daycare during the meeting. With several questions during the presentation, it was sidelined, and nothing was decided at this time.

In discussion and approval items, the board approved a total contribution of \$4,600 for the Robotics team to travel to Houston, TX to compete in the FIRST Robotics nationals. This will help with the fuel, hotel and bus driver costs. Board members Lund, Perkins and Buer abstained from voting, but technically those are votes for this so the votes were 7-0 in favor of the contribution. The Robotics team also qualified for the MSHSL state tourney to be held May 6, 2023, at Williams Arena on the campus of the University of Minnesota. Also, in discussion items, Interim Ferguson said concerns have been brought to his/board members attention concerning the quality of the food at the school, menu choices, using styrofoam trays, plastic silverware and retaining staff. Amy Rasmussen, Food Service Director, thanked the board for bringing these matters to her attention. She also addressed several of the items including staff shortages, pay, and noted there are regulations that have to be followed that include the amounts of grains, sodium, fruits and vegetables per week according to the Minnesota Department of Education.

In action items, the board approved the renewal of Group Health Insurance through the SWWC Service Coop with a -1.06% decrease for the 2023-2024 school year (Perkins and Marotzke); approval of the final Dawson-Boyd 7-year curriculum review cycle (Jurgenson and Schindler). The board also approved Policy #202 School Board Officers (Perkins and Jurgenson); Policy #204 School Board Meetings (Buer and Marotzke); Policy #608 Instructional Services-Special Education (Kelly and Marotzke); Policy #613 Graduation Requirements (Schindler and Buer); Policy #615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans and EL Learners (Perkins and Buer); Policy #701 Establishment of Adoption of the School District Budget (Buer and Jurgenson); Policy #701.1 Modification of School District Budget (Perkins and Kelly); Policy #702 Accounting (Marotzke and Schindler); Policy #703 Annual Audit (Buer and Kelly); Policy #704 Development and Maintenance of an

Inventory of Fixed Assets and a Fixed Asset Accounting System (Jurgenson and Perkins); Policy #706 Acceptance of Gifts (Jurgenson and Perkins).

Principals Stotesbery and Hiedeman reviewed a number of student and staff issues including the music departments great showing in Large Group and Solo/Ensemble contests. Both large group choir and band earned superior ratings, the success of the musical “The Wedding Singer”, Math Masters competition teams in the elementary, ACT testing for 21 juniors, high schoolers registration for 2023-24 school year, spring carnival in the high school, the beginning of MCA testing, FFA Barnyard, Energy Bus, Pre K & K 2023-24 registration, Parent/Teacher conferences, Ross Sutter residency with 4th grade, prom, class night, last day of school and graduation. With no additional issues before the board, Lund adjourned the meeting at 7:46 p.m. (Schindler and Perkins).

Tonya Kelly, School Board Clerk

Dawson-Boyd Independent School District No. 378
Special September Board Meeting
April 26, 2023

A special April meeting of the Board of Education was held on April 26, 2023, in the Dawson-Boyd upstairs common area. Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund were present. Chair Lund called the meeting to order at 6:30 p.m. The meeting agenda was approved as posted (Kelly and Perkins). Public comments were heard from Kiona Hermanson, Jennifer Ketterling Pederson, Brooke Curry, Megan Lynch, Kim Olson and Charles Prestholdt.

Action was taken 7-0 to expand and not cap the daycare capacity to meet the community demand using space available within the school short term (Kelly and Buer). A community committee is being formed by Southwest Initiative Foundation and local businesses to discuss long term locations.

With no additional issues before the board, Lund adjourned the meeting at 7:17 p.m. (Perkins and Jurgenson).

Tonya Kelly, School Board Clerk

APRIL 2023 TRANSFERS FROM MSDLAF TO DAWSON CO-OP CREDIT UNION

| | |
|-----------|---------------|
| 4/13/2023 | \$ 350,000.00 |
| 4/18/2023 | \$ 250,000.00 |
| 4/28/2023 | \$ 350,000.00 |

APRIL 2023 TRANSFERS FROM INVESTMENTS (CONSTRUCTION) TO DAWSON CO-OP CU

APRIL 2023 MANUAL CHECKS

| | | | |
|-------|-----------|-------------------------------------|--------------|
| 70277 | 4/17/2023 | American Welding & Gas Inc. | \$ 719.65 |
| 70278 | 4/17/2023 | City of Dawson | \$ 1,686.39 |
| 70279 | 4/17/2023 | Daktronics, Inc. | \$ 11,185.00 |
| 70280 | 4/17/2023 | Dana F. Cole & Company LLP | \$ 52.00 |
| 70281 | 4/17/2023 | Farmers Mutual Telephone Company | \$ 601.35 |
| 70282 | 4/17/2023 | Ferguson, Troy | \$ 1,198.33 |
| 70283 | 4/17/2023 | Great Plains Natural Gas | \$ 9,796.08 |
| 70284 | 4/17/2023 | Gruwell Electric | \$ 298.31 |
| 70285 | 4/17/2023 | Gullickson, Vance | \$ 120.00 |
| 70286 | 4/17/2023 | Jim's Clothing | \$ 336.00 |
| 70287 | 4/17/2023 | LQP Coop Oil | \$ 87.84 |
| 70288 | 4/17/2023 | Nevco Sports, LLC | \$ 396.06 |
| 70289 | 4/17/2023 | Pemberton, Sorlie, Rufer & Kershwin | \$ 2,652.00 |
| 70290 | 4/17/2023 | Schiller, Clint | \$ 120.00 |
| 70291 | 4/17/2023 | Stock, Nicole | \$ 50.00 |
| 70292 | 4/17/2023 | Wager Chiropractic P.L.L.C | \$ 150.00 |
| 70293 | 4/18/2023 | Boerger, Dom | \$ 120.00 |
| 70294 | 4/18/2023 | Lillehaug, Cal | \$ 120.00 |
| 70295 | 4/18/2023 | Math Masters | \$ 72.00 |
| 70296 | 4/28/2023 | AFLAC | \$ 671.56 |
| 70297 | 4/28/2023 | Vendor Void | \$ 0.00 |
| 70298 | 4/28/2023 | Vendor Void | \$ 0.00 |
| 70299 | 4/28/2023 | Aviben | \$ 5,935.95 |
| 70300 | 4/28/2023 | Aviben | \$ 131.24 |
| 70301 | 4/28/2023 | DBEA | \$ 1,876.21 |
| 70302 | 4/28/2023 | DB Flex Account | \$ 900.04 |
| 70303 | 4/28/2023 | Vendor Void | \$ 0.00 |
| 70304 | 4/28/2023 | Vendor Void | \$ 0.00 |
| 70305 | 4/28/2023 | Void | \$ 0.00 |
| 70306 | 4/28/2023 | ISD #378 (Food Service) | \$ 600.00 |
| 70307 | 4/28/2023 | ISD 378 | \$ 365.59 |
| 70308 | 4/28/2023 | Madison National Life | \$ 927.68 |
| 70309 | 4/28/2023 | Void | \$ 0.00 |
| 70310 | 4/28/2023 | NCPERS Group Life Ins. | \$ 16.00 |
| 70311 | 4/28/2023 | Vendor Void | \$ 0.00 |
| 70312 | 4/28/2023 | PERA | \$ 12,000.77 |
| 70313 | 4/28/2023 | TRA | \$ 25,760.41 |
| 70314 | 4/28/2023 | WEX | \$ 3,215.92 |
| 70315 | 4/21/2023 | Aafedt, Anthony | \$ 432.33 |
| 70316 | 4/21/2023 | DB Volleyball Booster | \$ 300.00 |
| 70317 | 4/21/2023 | Emery, Chantel | \$ 500.00 |
| 70318 | 4/21/2023 | Gritmacker, Hailey | \$ 517.93 |
| 70319 | 4/21/2023 | Gritmakcer, Hailey | \$ 695.00 |
| 70320 | 4/21/2023 | Jack Attack Booster Club | \$ 660.00 |
| 70321 | 4/21/2023 | Kleven, Carrie | \$ 243.59 |

| | | | | |
|-------|-----------|-------------------------------|----|---------------------|
| 70322 | 4/21/2023 | MN FFA Association | \$ | 235.00 |
| 70323 | 4/21/2023 | Teacher Synergy LLC | \$ | 315.99 |
| 70324 | 4/21/2023 | Trane, US Inc. | \$ | 2,657.00 |
| 70325 | 4/21/2023 | Vendor Void | \$ | 0.00 |
| 70326 | 4/21/2023 | US Bank | \$ | 19,643.21 |
| 70327 | 4/24/2023 | Foslien, Adam | \$ | 120.00 |
| 70328 | 4/24/2023 | Grove, Tim | \$ | 120.00 |
| 70329 | 4/24/2023 | Grussing, Mark | \$ | 120.00 |
| 70330 | 4/24/2023 | Karas, Blake | \$ | 120.00 |
| 70331 | 4/24/2023 | New London-Spicer High School | \$ | 150.00 |
| 70332 | 4/24/2023 | Red Rock Central High School | \$ | 120.00 |
| 70333 | 4/24/2023 | Willmar Public School | \$ | 150.00 |
| 70334 | 4/24/2023 | Willmar Public School | \$ | 150.00 |
| 70335 | 4/24/2023 | Winters, Jill | \$ | 63.00 |
| 70336 | 4/25/2023 | Benson Public School | \$ | 500.00 |
| 70337 | 4/26/2023 | Activity Account | \$ | 220.00 |
| 70338 | 4/26/2023 | Buer, Brett | \$ | 1,420.99 |
| 70339 | 4/26/2023 | MAHS | \$ | 49.00 |
| 70340 | 4/28/2023 | Gritmacker, Hailey A. | \$ | 151.75 |
| 70341 | 4/28/2023 | Grove, Tim | \$ | 70.00 |
| 70342 | 4/28/2023 | Grussing, Mark | \$ | 70.00 |
| 70343 | 4/28/2023 | Hiedeman, Amy | \$ | 100.00 |
| 70344 | 4/28/2023 | Swedzinski, Darla | \$ | 61.39 |
| 70345 | 5/15/2023 | Vendor Void | \$ | 0.00 |
| 70346 | 5/15/2023 | Vendor Void | \$ | 0.00 |
| 70347 | 5/15/2023 | Aviben | \$ | 5,957.82 |
| 70348 | 5/15/2023 | DBEA | \$ | 1,876.21 |
| 70349 | 5/15/2023 | DB Flex Account | \$ | 900.04 |
| 70350 | 5/15/2023 | Vendor Void | \$ | 0.00 |
| 70351 | 5/15/2023 | Vendor Void | \$ | 0.00 |
| 70352 | 5/15/2023 | Void | \$ | 0.00 |
| 70353 | 5/15/2023 | ISD #378 (Food Service) | \$ | 420.85 |
| 70354 | 5/15/2023 | Void | \$ | 0.00 |
| 70355 | 5/15/2023 | Vendor Void | \$ | 0.00 |
| 70356 | 5/15/2023 | PERA | \$ | 11,949.89 |
| 70357 | 5/15/2023 | TRA | \$ | 23,309.11 |
| 70358 | 5/15/2023 | WEX | \$ | 3,374.61 |
| 70359 | 5/03/2023 | Void | \$ | 120.00 |
| 70360 | 5/03/2023 | Vendor Void | \$ | 0.00 |
| 70361 | 5/03/2023 | Void | \$ | 0.00 |
| 70362 | 5/03/2023 | Knutson, Andrea | \$ | 760.12 |
| 70363 | 5/03/2023 | Lillehaug, Cal | \$ | 120.00 |
| 70464 | 5/04/2023 | Void | \$ | 0.00 |
| 70465 | 5/04/2023 | Sutter, Ross | \$ | 4,000.00 |
| 70466 | 5/04/2023 | Watts, Ed | \$ | 120.00 |
| | | | | <u>\$165,027.21</u> |

APRIL 2023 FEDERAL & STATE TAX PAYMENT

| | | | | | |
|---------|---------|-------------|-------|---------|------------|
| FEDERAL | 4/30/23 | \$52,126.39 | STATE | 4/30/23 | \$8,213.14 |
| | 5/15/23 | \$48,492.83 | | 5/15/23 | \$7,403.34 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|--------------------------------|------------|--------------|
| 70367 | A & B BUSINESS INC. | 05/07/2023 | 151.85 |
| 70368 | AL'S MERCANTILE | 05/07/2023 | 340.50 |
| 70369 | AMERITAS LIFE INSURANCE CORP | 05/07/2023 | 453.16 |
| 70370 | AMERICAN WELDING & GAS INC | 05/07/2023 | 326.72 |
| 70371 | ARAMARK UNIFORM SERVICES | 05/07/2023 | 153.97 |
| 70372 | AVIBEN | 05/07/2023 | 64.23 |
| 70373 | BORDER STATES ELECTRIC SUPPLY | 05/07/2023 | 185.76 |
| 70374 | CARLSON & STEWART REFRIG. INC. | 05/07/2023 | 373.00 |
| 70375 | Vendor Continued Check | 05/07/2023 | 0.00 |
| 70376 | CITY OF DAWSON | 05/07/2023 | 3,309.27 |
| 70377 | CULLIGAN WATER CONDITIONING | 05/07/2023 | 793.75 |
| 70378 | DAWSON-BOYD ARTS ASSOCIATION | 05/07/2023 | 4,000.00 |
| 70379 | DAWSON CO-OP CREDIT UNION | 05/07/2023 | 270.00 |
| 70380 | DAWSON AUTO GLASS LLC | 05/07/2023 | 250.00 |
| 70381 | DAWSON SENTINEL | 05/07/2023 | 1,199.75 |
| 70382 | DEVO'S PAINT & BODY | 05/07/2023 | 346.08 |
| 70383 | ERICKSON CHEVROLET | 05/07/2023 | 27.00 |
| 70384 | FERGUSON, TROY | 05/07/2023 | 50.00 |
| 70385 | FOSLIEN, ADAM | 05/07/2023 | 120.00 |
| 70386 | FOSLIEN, ADAM | 05/07/2023 | 120.00 |
| 70387 | GLOBAL INDUSTRIAL | 05/07/2023 | 1,398.99 |
| 70388 | GRUWELL ELECTRIC | 05/07/2023 | 747.58 |
| 70389 | HILLYARD/HUTCHINSON | 05/07/2023 | 4,100.17 |
| 70390 | HOFFMAN, MARTY | 05/07/2023 | 120.00 |
| 70391 | HOGIE, WANDA | 05/07/2023 | 160.00 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|--------------------------------|------------|--------------|
| 70392 | I-STATE TRUCK CENTER | 05/07/2023 | 74.11 |
| 70393 | INTERMEDIATE DISTRICT 287 | 05/07/2023 | 2,194.20 |
| 70394 | IND. DIST. 378 (FOOD SERVICE) | 05/07/2023 | 1,837.25 |
| 70395 | JOHNSON MEMORIAL HEALTH SVCS | 05/07/2023 | 7,187.75 |
| 70396 | JOHNSON MEMORIAL HEALTH SVCS | 05/07/2023 | 1,365.00 |
| 70397 | JULIE'S MASSAGE THERAPY | 05/07/2023 | 500.00 |
| 70398 | KANTEN, TYLER | 05/07/2023 | 120.00 |
| 70399 | Vendor Continued Check | 05/07/2023 | 0.00 |
| 70400 | KEMPS LLC (DBA CASS-CLAY CREAM | 05/07/2023 | 4,174.90 |
| 70401 | KYLE'S SMALL ENGINE REPAIR & S | 05/07/2023 | 787.50 |
| 70402 | LAC QUI PARLE COOP OIL | 05/07/2023 | 10,276.57 |
| 70403 | LAKEVIEW ISD #2167 | 05/07/2023 | 75.00 |
| 70404 | LEE MOTOR COMPANY | 05/07/2023 | 62.25 |
| 70405 | MARCO TECHNOLOGIES LLC | 05/07/2023 | 2,173.05 |
| 70406 | MIDWEST TRUCK PARTS, INC | 05/07/2023 | 558.04 |
| 70407 | MINNEOTA PUBLIC SCHOOLS | 05/07/2023 | 75.00 |
| 70408 | MINNESOTA RIVER ED DIST. | 05/07/2023 | 16,478.30 |
| 70409 | MINNESOTA STATE H. S. LEAGUE | 05/07/2023 | 750.00 |
| 70410 | MORK, PATTI | 05/07/2023 | 100.00 |
| 70411 | MUSIC STREET | 05/07/2023 | 268.75 |
| 70412 | NASCO | 05/07/2023 | 480.21 |
| 70413 | NEW DOMINION SCHOOL | 05/07/2023 | 1,989.24 |
| 70414 | OLSON SANITATION LLC | 05/07/2023 | 1,172.30 |
| 70415 | OTTER TAIL POWER | 05/07/2023 | 12,849.09 |
| 70416 | PAN-O-GOLD BAKING COMPANY | 05/07/2023 | 468.93 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|--------------------------------|-------------------------|--------------|
| 70417 | PARALLEL TECHNOLOGIES INC | 05/07/2023 | 505.15 |
| 70418 | Vendor Continued Check | 05/07/2023 | 0.00 |
| 70419 | PERFORMANCE FOODSERVICE-MARSHA | 05/07/2023 | 21,612.86 |
| 70420 | PIONEER | 05/07/2023 | 1,274.25 |
| 70421 | PLUNKETT'S PEST CONTROL | 05/07/2023 | 93.85 |
| 70422 | ROCKLER WOODWORKING AND HARDWA | 05/07/2023 | 69.98 |
| 70423 | RUNNING'S SUPPLY INC. | 05/07/2023 | 29.47 |
| 70424 | SARLETTES MUSIC | 05/07/2023 | 129.50 |
| 70425 | KEN SATHER CONSTRUCTION LLC | 05/07/2023 | 2,680.72 |
| 70426 | SCHOOL HEALTH CORPORATION | 05/07/2023 | 279.98 |
| 70427 | SCHUTZ, CHARLENE L | 05/07/2023 | 128.22 |
| 70428 | SHARE CORPORATION | 05/07/2023 | 222.59 |
| 70429 | SKYWARD INC | 05/07/2023 | 250.00 |
| 70430 | SOUTHWEST MINNESOTA EMS | 05/07/2023 | 170.90 |
| 70431 | STAAB, CARLTON | 05/07/2023 | 42.00 |
| 70432 | STERICYCLE INC | 05/07/2023 | 2,207.52 |
| 70433 | STRATMOEN, STACY | 05/07/2023 | 170.96 |
| 70434 | TEACHWELL SOLUTIONS | 05/07/2023 | 5,565.00 |
| 70435 | TIM'S FOOD PRIDE | 05/07/2023 | 116.59 |
| 70436 | VAN ALLEN COMMUNICATIONS LLC | 05/07/2023 | 6,928.22 |
| 70 | Computer | Check(s) For a Total of | 127,556.98 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|-------------------------|-------------------------|--------------|
| 69749 | NORTH CENTRAL INT'L INC | 05/07/2023 | 228.76 |
| 70359 | APPEL, JACK | 05/07/2023 | 120.00 |
| 70361 | CITY OF DAWSON | 05/07/2023 | 3,576.71 |
| 3 | Void | Check(s) For a Total of | 3,925.47 |

| | | | |
|--------------|--|-----------------------|------------|
| 0 | Manual | Checks For a Total of | 0.00 |
| 0 | Wire Transfer | Checks For a Total of | 0.00 |
| 0 | ACH | Checks For a Total of | 0.00 |
| 70 | Computer | Checks For a Total of | 127,556.98 |
| Total For 70 | Manual, Wire Tran, ACH & Computer Checks | | 127,556.98 |
| Less 3 | Voided | Checks For a Total of | 3,925.47 |
| | | Net Amount | 123,631.51 |

F U N D S U M M A R Y

| Fund | Description | Balance Sheet | Revenue | Expense | Total |
|------|------------------|---------------|----------|-----------|-----------|
| 01 | GENERAL FUND | 453.16 | 2,164.18 | 91,174.24 | 93,791.58 |
| 02 | FOOD FUND | 0.00 | 160.00 | 27,108.49 | 27,268.49 |
| 04 | COMMUNITY EDUCAT | 0.00 | 0.00 | 2,571.44 | 2,571.44 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|--------------------------------|-------------------------|--------------|
| 70437 | HASSLEN CONSTRUCTION CO INC | 05/07/2023 | 16,726.54 |
| 70438 | ICS CONSULTING, LLC | 05/07/2023 | 11,000.00 |
| 70439 | INSTITUTE FOR ENVIRONMENTAL AS | 05/07/2023 | 560.46 |
| 3 | Computer | Check(s) For a Total of | 28,287.00 |

| | | | |
|-------------|-----------------------------------|-----------------------|-----------|
| 0 | Manual | Checks For a Total of | 0.00 |
| 0 | Wire Transfer | Checks For a Total of | 0.00 |
| 0 | ACH | Checks For a Total of | 0.00 |
| 3 | Computer | Checks For a Total of | 28,287.00 |
| Total For 3 | Manual, Wire Tran, ACH & Computer | Checks | 28,287.00 |
| Less 0 | Voided | Checks For a Total of | 0.00 |
| | | Net Amount | 28,287.00 |

F U N D S U M M A R Y

| Fund | Description | Balance Sheet | Revenue | Expense | Total |
|------|------------------|---------------|---------|-----------|-----------|
| 06 | BUILDING CONSTRU | 0.00 | 0.00 | 28,287.00 | 28,287.00 |

INDEPENDENT SCHOOL DISTRICT NO. 378

TREASURER'S REPORT TO SCHOOL BOARD

DATE: MAY 7, 2023

MONTH: APRIL 2023

| FUNDS | BEGINNING OF MONTH BAL. | CURRENT MONTH ACTIVITY | OTHER | END OF MONTH BALANCE |
|-------------------|-------------------------|------------------------|--------|----------------------|
| GENERAL | -\$557,164.21 | \$479,234.23 | \$0.00 | -\$77,929.98 |
| FOOD SERVICE | \$137,558.56 | \$930.02 | \$0.00 | \$138,488.58 |
| COMMUNITY SERVICE | -\$15,058.50 | \$5,563.36 | \$0.00 | -\$9,495.14 |
| BUILDING/CONST | \$110,662.98 | -\$227,477.67 | \$0.00 | -\$116,814.69 |
| DEBT REDEMPTION | \$250,640.46 | \$416.67 | \$0.00 | \$251,057.13 |
| TRUST AND AGENCY | \$5,250.00 | \$0.00 | \$0.00 | \$5,250.00 |
| TOTALS | -\$68,110.71 | \$258,666.61 | \$0.00 | \$190,555.90 |

RECONCILIATION WITH BANK STATEMENT

| BALANCE PER BANK STATEMENT | LESS OUTSTANDING CHECKS | LESS OUTSTANDING RECEIPTS | LESS INTERST ON B.S. | ADD INSUFFICIENT FUNDS CHECKS | ADD-OTHER | BALANCE AGREES W/ TREASURER'S |
|----------------------------|-------------------------|---------------------------|----------------------|-------------------------------|-----------|-------------------------------|
| \$226,104.67 | -35,548.77 | | | | | \$190,555.90 |

INVESTMENTS

| REGULAR FUND-600216 | CERTIFICATE NUMBER | DOLLAR AMOUNT |
|---------------------|--------------------|----------------|
| MSDLAF | | \$0.00 |
| MSDMAX | | \$0.00 |
| MNTRUST | | \$1,546,044.76 |
| TOTAL | | \$1,546,044.76 |

Hiring of Joey Hiedeman, Elementary School Para, to finish out 2022-2023 school year

Hiring of Parker Steinke, High School Para, to finish out 2022-2023 school year

Hiring of Janelle Stender, Elementary 6th grade Teacher effective the 2023-2024 school year

Hiring of Allysa Hurley, Performing Arts Coordinator effective the 2023-2024 school year

Resignation of Angie Young, Elementary ECSE Teacher effective June 30, 2023

Resignation of Emily Moreno, High School Paraprofessional effective April 21, 2023

Resignation of Kathy Martinez, Elementary School Paraprofessional effective May 5, 2023

Maternity leave for Johanna Unzen from beginning of 2023 school year through October 17, 2023



PMATM
SECURITIES

May 8, 2023

ISD 378
Dawson-Boyd Public Schools

General Obligation Bonds, Series 2023A

Michael Hart

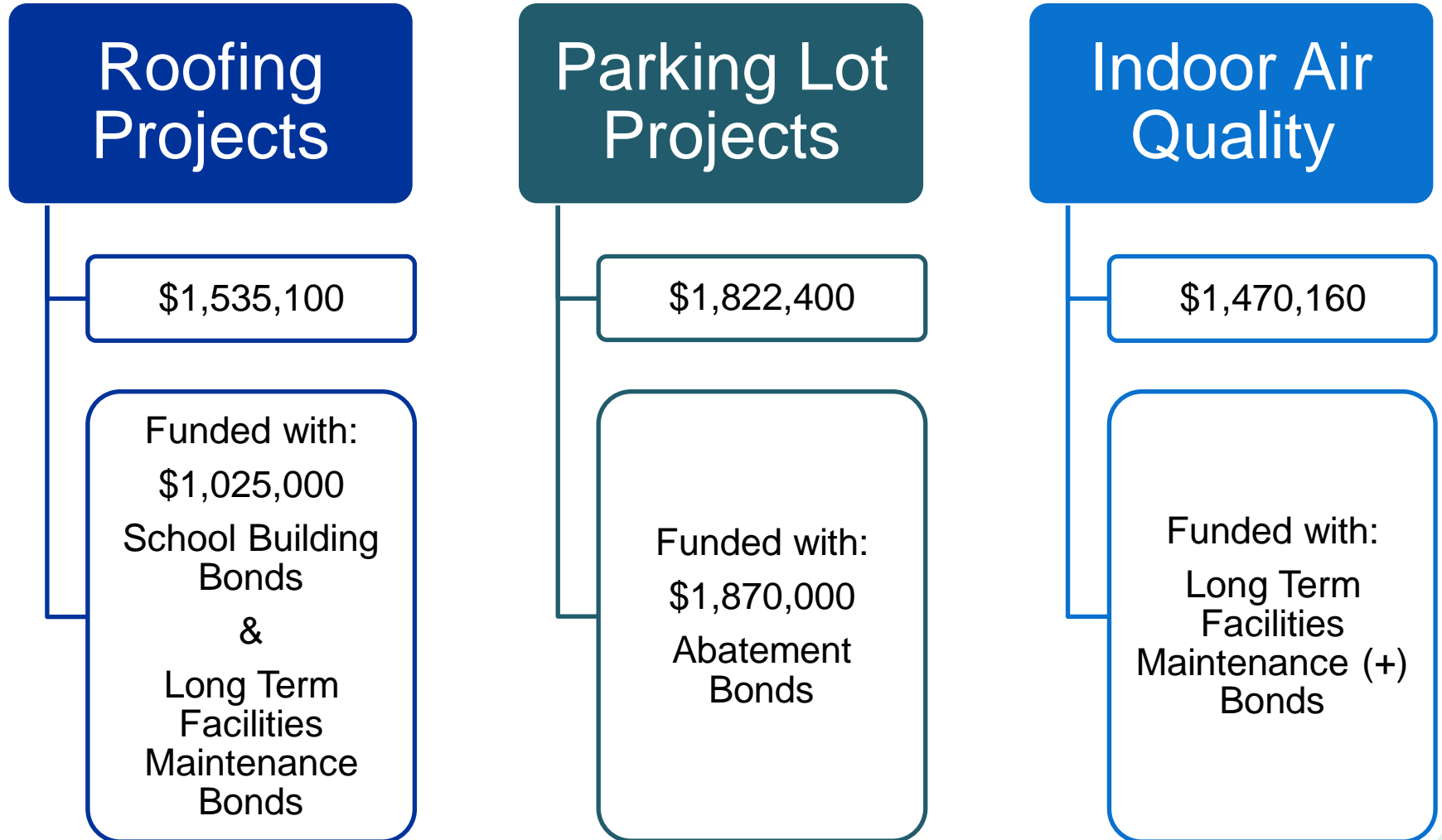
Director, Public Finance
mhart@pmanetwork.com
612-509-2569

Steve Pumper

Vice President
spumper@pmanetwork.com
612-509-2565



Projects with Bond Funding Method





School Building Bonds Additional Authority

- ▶ February 2019 Referendum Ballot Question = \$22,700,000
- ▶ Total Bonds Sold \$21,675,000 plus bond premium
- ▶ Change in statute allows us to capture remaining \$1,025,000 of authority

Funds can only be used on projects originally contemplated when bond was put to voters



Long Term Facilities Maintenance Revenue

Eligible uses include:

Deferred
Maintenance

Health and Safety

Remodeling for
Voluntary Pre-K
program

- ▶ Revenue for FY 2024 = \$234,536 (\$380/APU)
- ▶ Annually approve 10-year LTFM plan (Summer)
- ▶ Revenue used for Pay-As-You-Go or Bonding
- ▶ No voter approval
- ▶ No tax impact on most properties
 - ▶ **Ag land will see a tax decrease due to Ag2School Credit**



Long Term Facilities Maintenance Plus (+)

Eligible uses include:

Indoor Air Quality

Fire Suppression

Asbestos Abatement

- ▶ Additional revenue beyond \$380 / pupil
 - ▶ Creates Tax Impact
- ▶ Revenue limited only by costs of eligible projects
- ▶ Projects >\$100,000 per site per year
- ▶ Revenue used for Pay-As-You-Go or Bonding
- ▶ No voter approval



Abatement Bonds

Eligible uses
include:

Parking Lot projects

- ▶ No voter approval; requires public hearing
- ▶ Creates new revenue source = tax impact
- ▶ Bonds limited to 15 years under most circumstances
- ▶ Review and comment required for projects over \$2,000,000



Estimated Tax Impact – Scenario A (15 years)

- ▶ Assumes 3-31-2023 rates plus 0.75% for market risk
- ▶ Assumes Pay 2023 Net Tax Capacity plus 3%

| Authority | | 2019 Bond Vote | LTFM | LTFM (+) | Abatement | Total |
|-------------------------|-------------------|-------------------------------|-----------|--------------------|--------------|----------------|
| Purpose | | Roofs | Roofs | Indoor Air Quality | Parking Lots | |
| Project Amount | | \$1,025,000 | \$510,100 | \$1,470,160 | \$1,822,400 | \$4,827,660 |
| Term of Bond | | 15 | 5 | 15 | 15 | |
| Property Type | Est. Market Value | Estimated Annual Tax Increase | | | | Net Tax Impact |
| Residential Homestead | \$75,000 | \$5 | \$0 | \$7 | \$9 | \$21 |
| | 100,000 | 8 | 0 | 12 | 14 | 34 |
| | 150,000 | 14 | 0 | 20 | 25 | 60 |
| | 200,000 | 21 | 0 | 29 | 36 | 86 |
| | 300,000 | 33 | 0 | 47 | 58 | 138 |
| Commercial - Industrial | \$100,000 | \$17 | \$0 | \$24 | \$30 | \$71 |
| | 250,000 | 49 | 0 | 68 | 85 | 202 |
| | 500,000 | 106 | 0 | 149 | 185 | 440 |
| Agricultural Homestead* | \$/acre | | | | | |
| | \$6,000 | \$0.10 | -\$0.17 | 0.28 | \$0.18 | \$0.38 |
| | 8,000 | 0.14 | -0.23 | 0.37 | 0.24 | 0.51 |
| Agri. Non Homestead | \$6,000 | \$0.21 | -\$0.35 | \$0.55 | \$0.36 | \$0.77 |
| | 8,000 | 0.28 | -0.47 | 0.73 | 0.48 | 1.02 |

* Homestead land limited to first \$1,890,000 in value. All additional land taxed like Ag non-homestead land.

Total Combined Principal and Interest = \$6,620,392



Estimated Tax Impact – Scenario B (20 years)

- ▶ Assumes 3-31-2023 rates plus 0.75% for market risk
- ▶ Assumes Pay 2023 Net Tax Capacity plus 3%

| Authority | 2019 Bond Vote | LTFM | LTFM (+) | Abatement | Total |
|----------------|-------------------|-------------------------------|--------------------|--------------|----------------|
| Purpose | Roofs | Roofs | Indoor Air Quality | Parking Lots | |
| Project Amount | \$1,025,000 | \$510,100 | \$1,470,160 | \$1,822,400 | \$4,827,660 |
| Term of Bond | 20 | 5 | 20 | 15 | |
| Property Type | Est. Market Value | Estimated Annual Tax Increase | | | Net Tax Impact |

| | | | | | | |
|-----------------------|----------|-----|-----|-----|-----|------|
| Residential Homestead | \$75,000 | \$4 | \$0 | \$6 | \$9 | \$19 |
| | 100,000 | 7 | 0 | 10 | 14 | 31 |
| | 150,000 | 12 | 0 | 17 | 25 | 55 |
| | 200,000 | 17 | 0 | 25 | 36 | 78 |
| | 300,000 | 28 | 0 | 39 | 58 | 125 |

| | | | | | | |
|-------------------------|-----------|------|-----|------|------|------|
| Commercial - Industrial | \$100,000 | \$14 | \$0 | \$20 | \$30 | \$65 |
| | 250,000 | 41 | 0 | 58 | 85 | 184 |
| | 500,000 | 89 | 0 | 126 | 185 | 400 |

| | \$/acre | | | | | |
|-------------------------|---------|--------|---------|------|--------|--------|
| Agricultural Homestead* | \$6,000 | \$0.09 | -\$0.17 | 0.24 | \$0.18 | \$0.34 |
| | 8,000 | 0.11 | -0.23 | 0.32 | 0.24 | 0.45 |

* Homestead land limited to first \$1,890,000 in value. All additional land taxed like Ag non-homestead land.

| | | | | | | |
|---------------------|---------|--------|---------|--------|--------|--------|
| Agri. Non Homestead | \$6,000 | \$0.17 | -\$0.34 | \$0.48 | \$0.36 | \$0.68 |
| | 8,000 | 0.23 | -0.45 | 0.64 | 0.48 | 0.90 |

Total Combined Principal and Interest = \$7,061,619



Estimated Tax Impact – Scenario C (10 years)

- ▶ Assumes 3-31-2023 rates plus 0.75% for market risk
- ▶ Assumes Pay 2023 Net Tax Capacity plus 3%

| Authority | | 2019 Bond Vote | LTFM | LTFM (+) | Abatement | Total |
|----------------|-------------------|-------------------------------|-----------|--------------------|--------------|----------------|
| Purpose | | Roofs | Roofs | Indoor Air Quality | Parking Lots | |
| Project Amount | | \$1,025,000 | \$510,100 | \$1,470,160 | \$1,822,400 | \$4,827,660 |
| Term of Bond | | 10 | 5 | 10 | 10 | |
| Property Type | Est. Market Value | Estimated Annual Tax Increase | | | | Net Tax Impact |

| | | | | | | |
|-----------------------|----------|-----|-----|------|------|------|
| Residential Homestead | \$75,000 | \$7 | \$0 | \$10 | \$12 | \$29 |
| | 100,000 | 11 | 0 | 16 | 19 | 46 |
| | 150,000 | 20 | 0 | 27 | 34 | 81 |
| | 200,000 | 28 | 0 | 39 | 49 | 116 |
| | 300,000 | 45 | 0 | 63 | 78 | 186 |

| | | | | | | |
|-------------------------|-----------|------|-----|------|------|------|
| Commercial - Industrial | \$100,000 | \$23 | \$0 | \$32 | \$40 | \$96 |
| | 250,000 | 66 | 0 | 92 | 114 | 272 |
| | 500,000 | 144 | 0 | 200 | 249 | 593 |

| | \$/acre | | | | | |
|-------------------------|---------|--------|---------|------|--------|--------|
| Agricultural Homestead* | \$6,000 | \$0.14 | -\$0.18 | 0.34 | \$0.24 | \$0.54 |
| | 8,000 | 0.19 | -0.24 | 0.46 | 0.32 | 0.72 |

* Homestead land limited to first \$1,890,000 in value. All additional land taxed like Ag non-homestead land.

| | | | | | | |
|---------------------|---------|--------|---------|--------|--------|--------|
| Agri. Non Homestead | \$6,000 | \$0.28 | -\$0.37 | \$0.69 | \$0.48 | \$1.09 |
| | 8,000 | 0.37 | -0.49 | 0.92 | 0.64 | 1.45 |

Total Combined Principal and Interest = \$5,975,752



Structure Summary Options

| Scenario | Total P&I | \$150,000 Residential Hmstd | \$8,000 Ag Homestead | \$8,000 Ag Non - Homestead |
|------------------------------|-------------|-----------------------------|----------------------|----------------------------|
| Scenario A (15 Years) | \$6,620,392 | \$60 | \$0.51 | \$1.02 |
| Scenario B (20 Years) | \$7,061,619 | \$55 | \$0.45 | \$0.90 |
| Scenario C (10 Years) | \$5,975,752 | \$81 | \$0.72 | \$1.45 |



LTFM Bond Scenario

ISD 378 Dawson-Boyd Public Schools

LTFM Bond Summary

| Pay Year | Fiscal Year | APU | \$/APU | LTFM Aid | LTFM Levy | LTFM Revenue | LTFM Debt Current @105% | LTFM Debt Proposed @ 105% | Available General Fund LTFM Rev. |
|----------|-------------|-----|--------|----------|-----------|--------------|-------------------------|---------------------------|----------------------------------|
| 2021 | 2022 | 598 | 380 | 86,637 | 140,451 | 227,088 | 115,259 | - | 111,829 |
| 2022 | 2023 | 620 | 380 | 96,409 | 139,343 | 235,752 | \$114,878 | - | 120,874 |
| 2023 | 2024 | 617 | 380 | 101,237 | 133,299 | 234,536 | | - | 234,536 |
| 2024 | 2025 | 617 | 380 | 101,237 | 133,299 | 234,536 | | 121,261 | 113,275 |
| 2025 | 2026 | 617 | 380 | 101,237 | 133,299 | 234,536 | | 122,850 | 111,686 |
| 2026 | 2027 | 617 | 380 | 101,237 | 133,299 | 234,536 | | 123,900 | 110,636 |
| 2027 | 2028 | 617 | 380 | 101,237 | 133,299 | 234,536 | | 124,740 | 109,796 |
| 2028 | 2029 | 617 | 380 | 101,237 | 133,299 | 234,536 | | 120,120 | 114,416 |
| 2029 | 2030 | 617 | 380 | 101,237 | 133,299 | 234,536 | | - | 234,536 |
| 2030 | 2031 | 617 | 380 | 101,237 | 133,299 | 234,536 | | - | 234,536 |
| | | | | | | | | 612,871 | |



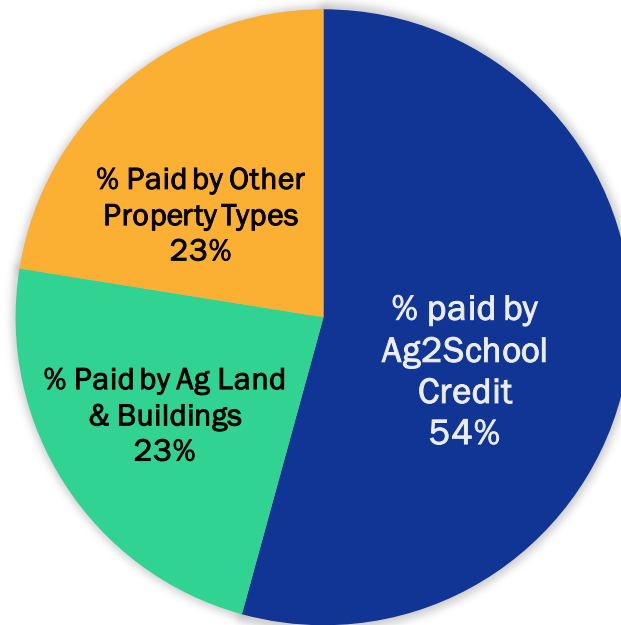
Ag2School Credit Impact

ISD No. 378, Dawson-Boyd

Source of Debt Service Payments

(Assuming 70% Ag2School Credit beginning in taxes payable 2023)

(Based on Valuations for taxes payable in 2022)



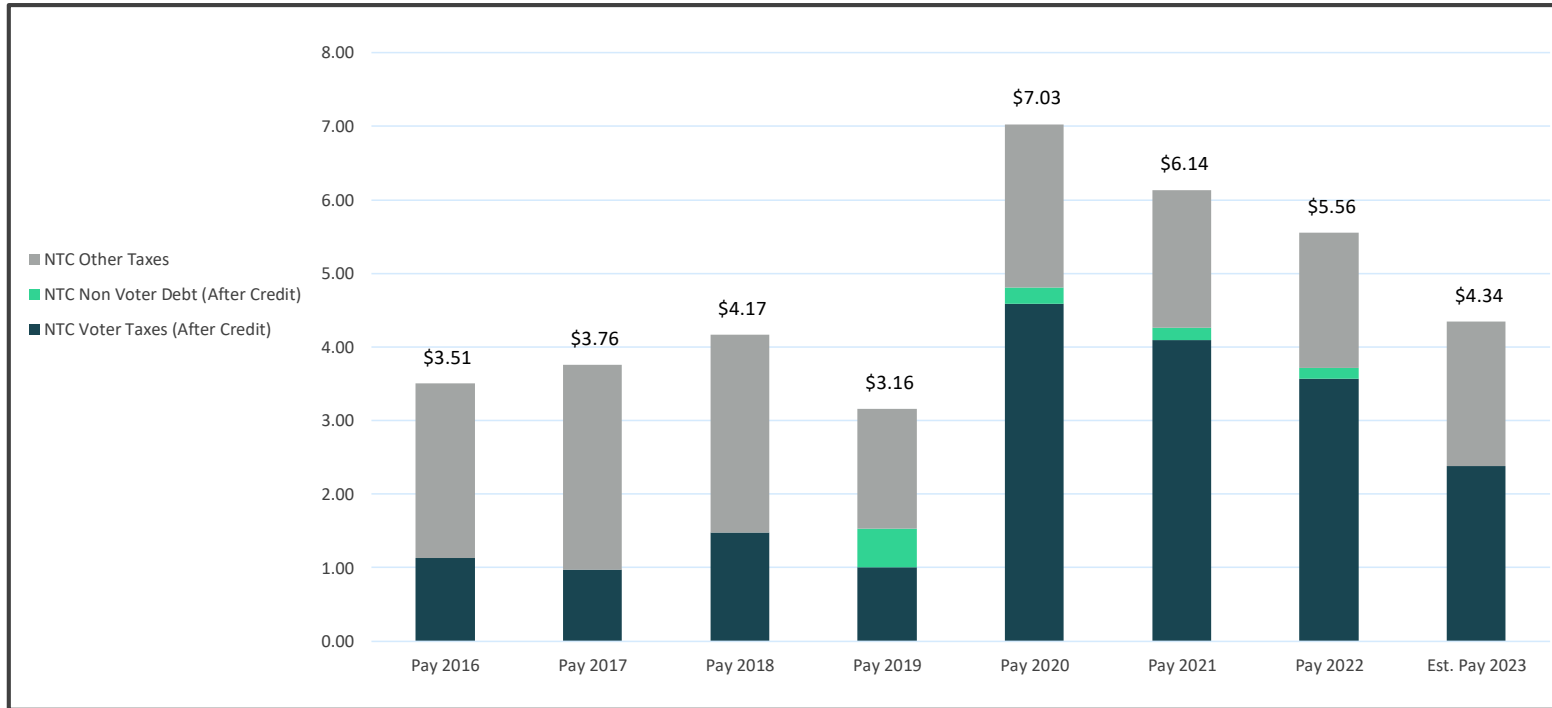
Notes:

1. The Ag2School credit applies to agricultural land and buildings. The house, garage and first acre of land do not benefit from the Ag2School credit.
2. The Ag2School credit does not increase or decrease the tax impact on all other property types.



Tax Trends – Agricultural Land and Buildings

Agricultural Homestead Land School Tax Trend



| | Pay 2016 | Pay 2017 | Pay 2018 | Pay 2019 | Pay 2020 | Pay 2021 | Pay 2022 | Est. Pay 2023 |
|-----------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Value per Acre | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 |
| NTC Voter Taxes (After Credit) | 1.13 | 0.97 | 1.47 | 1.00 | 4.58 | 4.10 | 3.57 | 2.38 |
| NTC Non Voter Debt (After Credit) | 0.00 | 0.00 | 0.00 | 0.53 | 0.22 | 0.17 | 0.14 | 0.00 |
| NTC Other Taxes | 2.37 | 2.78 | 2.69 | 1.63 | 2.22 | 1.87 | 1.84 | 1.96 |
| Total School Taxes | \$ 3.51 | \$ 3.76 | \$ 4.17 | \$ 3.16 | \$ 7.03 | \$ 6.14 | \$ 5.56 | \$ 4.34 |



5-8-2023 Meeting Action

- ▶ Hold Public Hearing on Abatement
- ▶ Consider Resolution
 - ▶ Approving Abatement
 - ▶ Authorizing sale of bonds (all purposes) subject to certain parameters
 - ▶ Not to exceed \$4,945,000
 - ▶ Not to exceed 5% True Interest Cost
 - ▶ Sale awarded by: Superintendent or Business Manager AND any Board officer



Financing Process

| April 2023 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| May 2023 | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |
| | | | | | | |

| June 2023 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | Sa |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |
| | | | | | | |

| July/August 2023 | | | | | | |
|------------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | 1 | 2 | 3 | 4 | |

Board Action Dates

Est. Bond Pricing Date

Bond Closing

| Date | Action Item |
|-----------------|--|
| April 10, 2023 | Approval of LTFM plan and call for public hearing on abatement |
| May 8, 2023 | Hold public hearing on abatement and parameters resolution |
| May/June 2023 | Received MDE approval, prepare documents and hold rating call |
| Early July 2023 | Bond Sale |
| July 11, 2023 | Award sale of the bonds |
| August 3, 2023 | Bond Closing (proceeds available for projects) |



Contact Us



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Disclosure

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Board Meeting Notes
Dawson-Boyd High School
May 8, 2023

Congratulations to the Dawson-Boyd Robotics team on their strong showing at the National Tournament in Houston. State tournament will be held on May 6th.

Congrats to our FFA Ag Mechanics team on participating at the state competition.

May 16 - Junior High Pops Concert
May 19th - Senior High Pops Concert

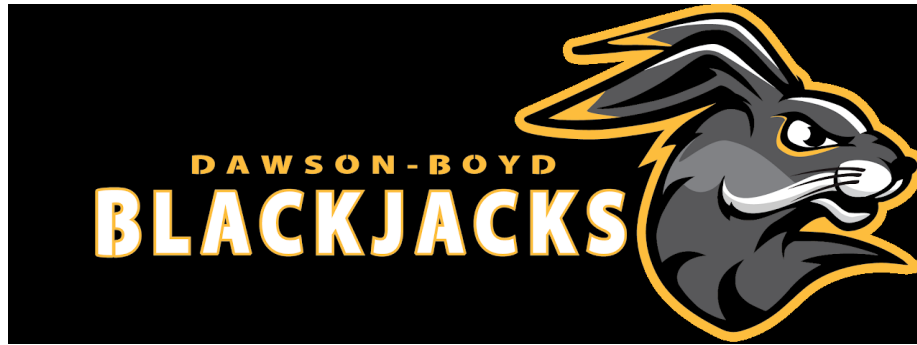
Class Night is scheduled for May 17th at 7 PM in the auditorium.

Baccalaureate is set for Wednesday, May 24th at Grace Lutheran Church.

Graduation is set for May 28th. Congratulations to our Valedictorian, Jordan Perkins and Salutatorian, Justin Perkins.

Seat Belt Challenge was held on May 3rd with the help of Countryside Public Health. This promotes seat belt use for our young drivers.

American Red Cross Blood Drive was held May 3rd - thank you to the Student Council and Mrs. Schacherer for their work in making this event successful.



Amy Hiedeman - Elementary Principal

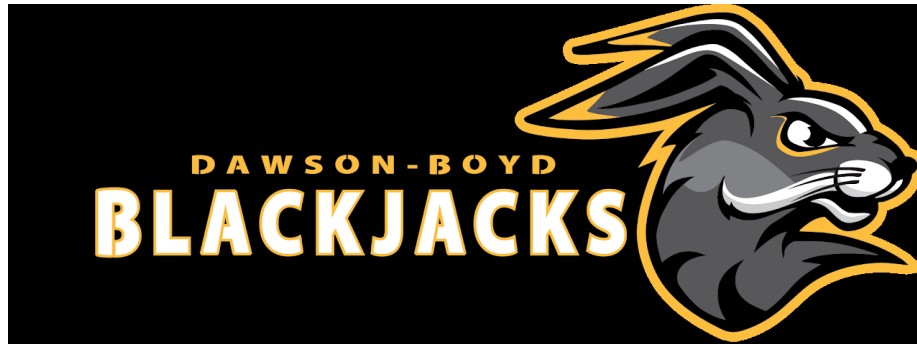
Notes for May 2023 Board Meeting - 5.8.2023

- Energy Bus -
 - Monthly Themes -
 - April - Love Your Passengers
 - May - Enjoy the Ride
 - May Campus Activities -
 - Love Your Passengers Showcase
Students & Staff are going to celebrate together - sharing the "LOVE."
 - Field Day & Finale (burying of a time capsule)
- Teacher Appreciation Week - May 8-12
 - We have an exceptional team of teachers at Stevens Elementary! We need to celebrate them and what they do with and for our students each and every day. They are learners themselves and share that passion for learning. I can never thank them enough for what they do each and every day.
- Special THANK YOU to Luanne as she wraps up her time with DB Schools and the DBAA! We have been so blessed to have her passion and experience over the course of her time here. She's laid the groundwork for some really great experiences for our students. She's keeping us busy!
 - Kling & Hersch
 - Junie B Jones
 - Ross Sutter
 - Artaria

What we're looking forward to:

- ★ May 19 - Grades 2 & 4 Bike Rodeo in collaboration with DB PD
- ★ May 24th 5th Grade Historical Figure Live Wax Museum
- ★ May 30th "Field" Day & Time Capsule Activity

| May Field Trip List | | |
|---------------------|--|----------------------------------|
| May 9th | <input type="checkbox"/> Science & Nature Conference | SMSU, Marshall (13 students K-5) |
| May 10th | <input type="checkbox"/> 4th Grade Field Trip | PWELC |
| May 11th | <input type="checkbox"/> 2nd Grade Field Trip | Pioneer Village |



| | | |
|----------|--|------------------------------|
| May 19th | <input type="checkbox"/> 1st Grade Field Trip | Children's Museum, Brookings |
| | <input type="checkbox"/> 2nd/4th Grade Bike Rodeo | Playground (PM only) |
| | <input type="checkbox"/> 3rd Grade Field Trip | Bramble Park Zoo, Watertown |
| May 23rd | <input type="checkbox"/> 3rd Grade Planetarium Trip | SMSU, Marshall (AM only) |
| May 24th | <input type="checkbox"/> 6th Grade Field Trip | Twins Game |
| May 26th | <input type="checkbox"/> Kindergarten Field Trip | Bramble Park Zoo, Watertown |
| May 30th | <input type="checkbox"/> Field Day/Outside Activities; PreK-6 | Playground (PM) |
| May 31st | <input type="checkbox"/> 5th Grade Field Trip | Pipestone National Monument |

| August 2023 | | | | | | |
|-------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| September 2023 | | | | | | |
|----------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| October 2023 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| November 2023 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| December 2023 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| January 2024 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| February 2024 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | | |

| March 2024 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| April 2024 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| May 2024 | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| June 2024 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| July 2024 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

Legend & Important Dates

Blue- Staff Day Red- No School Yellow- Start and End Dates Green- Commencement Orange- End of Quarter Pink- Conferences Lime- Homecoming Purple- Para Workshop Teal- New Teacher Orientation

Para Workshop in Benson- August 16
 New Teacher Orientation-August 17
 Staff Inservice Days-August 22, 23 24
 Open House- August 23 5:30-7:30 p.m.
 First Day of School-August 28
 No School-September 1
 Labor Day-September 4 No School
 Homecoming Week-
 Preschool Screening-
 Conferences- Oct. 16th (3:30-7:30) & Oct. 17th- No School (7:30-7:30)
 MRVED Common Inservice Day- October 18 No School
 MEA – October 19-20
 End of Quarter 1- November 2
 Inservice/Workday- November 3
 Thanksgiving Break- November 22-24
 Christmas Break- December 22 – January 1

School Resumes- January 2
 MRVED Common Inservice Staff Day- January 15 No School
 End of Quarter 2- January 18
 Inservice/Workday- January 19
 President's Day Break- February 16-19 No School
 End of Quarter 3- March 21
 Inservice/Workday- March 22 No School
 Conferences- March 26 (3:30-7:30)
 MRVED Common Inservice Staff Day- March 28 No School
 Easter Break- March 29 - April 1 No School
 Commencement- May 26 2:30 p.m.
 Memorial Day-May 27 – No School
 Last Day of School- May 29
 Teacher Inservice Staff Day – May 30
 Q1- 44 Q2- 43 Q3- 42 Q4-43
 Student Days---172 Staff Days---12.5 5 E-Learning Days

Superintendent's Report, 5-8-2023

- 1) We will be interviewing for our superintendent assistant/payroll position next Tuesday, May 9th. We are encouraged by the quality and number of applicants.
- 2) We met with ICS on May 2. It was an opportunity to meet new officials and contacts with the company.
- 3) There are 10 new policies for the Board to consider for approval this month. The Policy Committee has reviewed them all.
- 4) I appreciate the communication Holly Ward and I have already had. We are working on transition items and I am very encouraged and impressed with her commitment to Dawson-Boyd Schools and her desire to "hit the ground running".
- 5) Congratulations to Allysa Hurley on being selected as our new Arts Coordinator. Allysa and Luanne Fondell will be working on the transition through June.
- 6) Chris Z. and Michael H. will be presenting on the remaining projects we have been discussing (Roofs, HVAC, Parking Lots) a decision will need to be made on each of these projects tonight.
- 7) There is a community leaders meeting scheduled from 11:30 AM to 1:00 PM on Friday, May 12th at the Dawson City Hall. Daycare needs and the role of community entities to help support will be the topic.
- 8) The District Crisis Response Team will meet on Wednesday, May 17 to discuss plans moving forward.

Purpose

This agreement describes the contractual arrangement between Teachwell Solutions, located at 715 E. 14th Street, Sioux Falls ("Teachwell") and the **Dawson Boyd School District** located at **848 Chestnut St., Dawson, MN** (the "District"). Acceptance this agreement is binding and constitutes acknowledgement and agreement of the Terms of Service. No modifications may be made to this agreement unless mutually agreed upon in writing.

Dates of Service: **08/21/2023** to **05/26/2024**

Contract Renewal: This agreement automatically renews for the following school year unless the District notifies Teachwell that services will no longer be needed by the following date:

03-11-2024

Description of Services

Teachwell Solutions will provide speech language pathology services to the district via teletherapy by a MN licensed SLP for a total of 117 days during the 2023-24 school year. Service dates will be established by mutual agreement and will coincide with the school calendar adopted by the local school board.

Rates and Billing

The district agrees to the amount of \$62,595 for the 2023-24 school year.

A deposit in a amount equal to 50% of the total contract (\$31,297.50) will be due and owing no later than July 31, 2023. The deposit will be reflected as a credit against the District's monthly invoices.

Additional Terms

At the District's request, this contract may be amended to include additional services. Any changes will be summarized in a change order addendum to this agreement. Rates beyond the the 2023-24 school year are subject to change.

CLIENT SIGNATURES

AUTHORIZED REPRESENTATIVE (SIGN & PRINT)

SECONDARY AUTHORIZATION (SIGN & PRINT)

TEACHWELL SOLUTIONS SIGNATURES

AUTHORIZED REPRESENTATIVE (SIGN & PRINT)

SECONDARY AUTHORIZATION (SIGN & PRINT)

Purpose

This Terms and Conditions Agreement is a legally binding contract between Teachwell Solutions ("Teachwell") and any individual or entity entering into a services agreement with Teachwell for the provision of education-related therapy or special education services ("Client"). Clients will be notified in writing a minimum of 90 days in advance of any modifications Teachwell makes to these Terms and Conditions. Amendments to the Terms and Conditions may be made upon mutual agreement by Teachwell and the Client, which shall be formally acknowledged in Services Agreement Contract.

Provision of Services

As the provider of services, Teachwell agrees:

1. To employ qualified, certified and licensed professionals to provide services to the Client, including direct service to staff and students, either in individual or in group settings, at the Client's location or through video and audio conference technology.
2. To provide services or treatment pursuant to the student's Individualized Educational Program.
3. To maintain necessary records and reports as required by the Client.
4. To participate in Client meetings that are essential to the provision of services.
5. To use screening, evaluation, curriculum, or student information management systems provided by the Client to assist in the management and provision of services.
6. To provide any screening, evaluation, or curriculum, or diagnostic systems not specified by the Client but necessary to the provision of services.
7. To comply with all federal and state laws, as well as any local policies of the Client, regarding the privacy of educational records, student information or personal health information.
8. To provide proof of liability, malpractice, and worker's compensation insurance.

Client Responsibilities

As the beneficiary of services by provided by Teachwell, the Client agrees:

1. That the provision of a free and appropriate public education is the Client's responsibility and that Teachwell is providing services at the direction of the Client.
2. That the Client may audit, review or request changes to how Teachwell services are delivered to ensure compliance with federal, state or local laws.
3. That the Client recognizes that Teachwell shall not be a named party in any legal action or complaint related to the district's obligation to provide a free an appropriate public education.
4. That in circumstances in which Teachwell is delivering service in the Client's facility, the Client must provide adequate physical space to provide in-person services.
5. That in circumstances in which Teachwell is delivering service using teleconferencing, the Client provide will provide the technology supports necessary for service delivery and will provide on-site staff to supervise or redirect as necessary to keep students engaged.
6. That the Client must make student records available at the request of Teachwell.
7. That the Client is responsible for the retention of all records related to the provision of services.

Other Terms

Teachwell and the Client further agree:

1. Execution of Services Agreement by both parties also constitutes acceptance of the Terms of Service.
2. Any question of interpretation of this Agreement shall be resolved through negotiation and subsequently documented. Should negotiations fail, a neutral and qualified mediator shall be selected at the cost of the Client. If such mediation should fail and either party is required to initiate or defend litigation with respect to this Agreement, the prevailing party in any such litigation shall be entitled to attorney's fees and costs incurred in connection with such litigation, including any appeal.
3. This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with laws of the State of South Dakota.

**MINNESOTA VALLEY
COOPERATIVE CENTER**

450 9TH AVENUE
GRANITE FALLS, MN 56241-1144
PHONE (320) 564-4081
FAX (320) 564-4781

NICOLLE JOHNSTON, SPECIAL EDUCATION DIRECTOR

TO: Mr. Troy Ferguson
Superintendent, Dawson-Boyd Public School District

FROM: Katie Roiger, MVCC Finance Officer/Due Process Specialist

RE: 2023-2024 Preliminary Spreadsheet
2023-2024 Quarterly Billing
2023-2024 Contract

DATE: April 12, 2023

Enclosed is information regarding services to be provided by the MVCC to your district during the 2023-2024 school year. The budget has been completed, and costs have been spread to the schools based on the services that they will actually receive. The following documents are included in this mailing:

Spreadsheet--This report details the service, percent of time, and associated costs. These costs and percentages are based on information available to us at this time. Please be reminded that state special education revenue to offset some of this cost flows directly to your district.

Final adjustments for any changes in program costs and/or services will be made following completion of our audit for the fiscal year 2023-2024.

Quarterly Billing--Enclosed is your billing statement for your first quarterly payment. We ask that you make your first payment in August.

Contract--Also enclosed is a copy of the contract for the services being purchased by your school district. Please forward a copy of the enclosed contract to our office following board approval.

If you have any questions regarding the enclosed information, please feel free to contact me at (320) 564-4081. Thank you! Have a great year!

**CONTRACT FOR SCHOOL DISTRICT USE IN CONTRACTING WITH THE
MINNESOTA VALLEY COOPERATIVE CENTER FOR THE PURCHASE OF
SERVICES**

THIS CONTRACT, entered into this 1st day of July, 2023, by and between School District #378, Dawson-Boyd School, Dawson, Minnesota, (hereinafter referred to as the SCHOOL DISTRICT) and Minnesota Valley Cooperative Center, 450 9th Avenue, Granite Falls, Minnesota, 56241 (hereinafter referred to as the MVCC) witnesses that:

WHEREAS, the Board of Education of Dawson-Boyd School, District #378 is concerned with providing Special Education for youth and adults, and

WHEREAS, cooperation with neighboring districts will result in the greatest efficiency in providing a variety of Special Education programs,

THEREFORE, BE IT RESOLVED: that the Board of Education of Dawson-Boyd, District #378, desires to purchase Special Education services from the Minnesota Valley Cooperative Center for the 2023-2024 school year.

1. The MVCC shall provide the following services:

A licensed School Psychologist/Autism Consultation to work for the Dawson-Boyd Schools for approximately 22 hours per week. The School Psychologist will provide services as determined by identified student needs.

A licensed Deaf and Hard of Hearing Instructor to work for the Dawson-Boyd Schools for approximately 4 hours per week. The Special Education teacher will provide services as determined by identified student needs.

A licensed Blind or Visually Impaired Teacher/Certified Mobility Specialist to work for the Dawson-Boyd Schools for approximately 1 hour per week. The Special Education teacher will provide services as determined by identified student needs.

2. The MVCC shall perform these services at the Dawson-Boyd Schools and out of the MVCC offices housed in Granite Falls.
3. The date the service will begin is July 2023, and shall continue until June 2024, for an estimated cost of \$68,307.20. This cost is a budget estimate and may be adjusted at the end of the school year if necessary.
4. The Dawson-Boyd School shall make payments for the services rendered to MVCC as follows:

The Dawson-Boyd School will be billed for the cost of Special Education programs through billings, with payments of \$17,076.80 due in August 2023, October 2023, January 2024 and March 2024 or a one-time lump payment of \$68,3087.20.

5. The SCHOOL DISTRICT shall monitor the services which the MVCC provides as follows:

To insure that services are being provided on a regular weekly and timely basis. The MVCC will be notified of any deviations in the time allotment.

6. Either party may terminate this Agreement as follows:

Notice must be given to the MVCC and visa versa by March 15th to terminate such service provision.

Signed

DAWSON-BOYD SCHOOL #378

By: _____, Chairman

Date: _____, 2023

MINNESOTA VALLEY COOPERATIVE CENTER
450 9TH AVENUE
GRANITE FALLS, MN 56241

By: _____, Chairman

Date: _____, 2023

| | A | C | E | G | H | J | K | N | O | Q | R | T | U | W | X | Z | AA | AI | AJ | AK |
|-----|---|------------------------|----------|--------|----------|--------|------|---------|---------|--------|------|----------|----------|--------|--------|--------|--------|----------|----|------|
| 7 | | PROGRAM | TOTAL | YME | YME | RCW | RCW | E.C.H.O | E.C.H.O | LQPV | LQPV | LAKEVIEW | LAKEVIEW | MERVED | MERVED | DAWSON | DAWSON | TOTAL \$ | | |
| 158 | | STATE | 17850.00 | 1.0000 | 17850.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 17850.00 | | 0.00 |
| 159 | | GENERAL LOCAL | 4378.00 | 1.0000 | 4378.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 4378.00 | | 0.00 |
| 160 | | LOCAL | 7105.00 | 1.0000 | 7105.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 7105.00 | | 0.00 |
| 161 | | TOTAL | 29333.00 | | 29333.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 29333.00 | | 0.00 |
| 172 | | 00201 KLUVER | | | | | | | | | | | | | | | | | | |
| 173 | | STATE | 60551.00 | 1.0000 | 60551.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 60551.00 | | 0.00 |
| 174 | | FEDERAL | 22344.00 | 1.0000 | 22344.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 22344.00 | | 0.00 |
| 175 | | LOCAL | 735.00 | 1.0000 | 735.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 735.00 | | 0.00 |
| 176 | | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 177 | | TOTAL | 83630.00 | | 83630.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 83630.00 | | 0.00 |
| 178 | | 00210 ECSE - STAFF DEV | | | | | | | | | | | | | | | | | | |
| 180 | | STATE | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 181 | | FEDERAL | 100.00 | 1.0000 | 100.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 100.00 | | 0.00 |
| 182 | | LOCAL | 100.00 | 1.0000 | 100.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 100.00 | | 0.00 |
| 183 | | TOTAL | 200.00 | | 200.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 200.00 | | 0.00 |
| 184 | | 00230 REFSLAND | | | | | | | | | | | | | | | | | | |
| 185 | | STATE | 67002.00 | 1.0000 | 67002.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 67002.00 | | 0.00 |
| 186 | | FEDERAL | 1100.00 | 1.0000 | 1100.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 1100.00 | | 0.00 |
| 187 | | LOCAL | 5595.00 | 1.0000 | 5595.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 5595.00 | | 0.00 |
| 188 | | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 189 | | TOTAL | 73697.00 | | 73697.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 73697.00 | | 0.00 |
| 194 | | 00240 LOUWAGIE | | | | | | | | | | | | | | | | | | |
| 195 | | STATE | 57919.00 | 1.0000 | 57919.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 57919.00 | | 0.00 |
| 196 | | FEDERAL | 18223.00 | 1.0000 | 18223.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 18223.00 | | 0.00 |
| 197 | | LOCAL | 402.00 | 1.0000 | 402.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 402.00 | | 0.00 |
| 201 | | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 202 | | TOTAL | 76544.00 | | 76544.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 76544.00 | | 0.00 |
| 203 | | 00247 T. SMITH | | | | | | | | | | | | | | | | | | |
| 204 | | STATE | 18700.00 | 1.0000 | 18700.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 18700.00 | | 0.00 |
| 205 | | FEDERAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 206 | | LOCAL | 2977.00 | 1.0000 | 2977.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 2977.00 | | 0.00 |
| 207 | | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 208 | | TOTAL | 21677.00 | | 21677.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 21677.00 | | 0.00 |
| 209 | | 00251 NORDAUNE | | | | | | | | | | | | | | | | | | |
| 210 | | STATE | 21250.00 | 1.0000 | 21250.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 21250.00 | | 0.00 |
| 211 | | LOCAL | 3740.00 | 1.0000 | 3740.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 3740.00 | | 0.00 |
| 212 | | GENERAL LOCAL | 4385.00 | 1.0000 | 4385.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 4385.00 | | 0.00 |
| 213 | | TOTAL | 29375.00 | | 29375.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 29375.00 | | 0.00 |
| 214 | | 00259 SSW-CARUTH | | | | | | | | | | | | | | | | | | |
| 215 | | STATE | 18964.00 | 1.0000 | 18964.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 18964.00 | | 0.00 |
| 216 | | FEDERAL | 700.00 | 1.0000 | 700.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 700.00 | | 0.00 |
| 217 | | LOCAL | 3639.00 | 1.0000 | 3639.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 3639.00 | | 0.00 |
| 218 | | TOTAL | 18964.00 | | 18964.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 18964.00 | | 0.00 |
| 219 | | 00259 SSW-CARUTH | | | | | | | | | | | | | | | | | | |
| 220 | | STATE | 18964.00 | 1.0000 | 18964.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 18964.00 | | 0.00 |
| 221 | | FEDERAL | 700.00 | 1.0000 | 700.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 700.00 | | 0.00 |
| 222 | | LOCAL | 3639.00 | 1.0000 | 3639.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 3639.00 | | 0.00 |
| 223 | | TOTAL | 18964.00 | | 18964.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 18964.00 | | 0.00 |
| 224 | | 00259 SSW-CARUTH | | | | | | | | | | | | | | | | | | |
| 225 | | STATE | 18964.00 | 1.0000 | 18964.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 18964.00 | | 0.00 |
| 226 | | FEDERAL | 700.00 | 1.0000 | 700.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 700.00 | | 0.00 |
| 227 | | LOCAL | 3639.00 | 1.0000 | 3639.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 3639.00 | | 0.00 |
| 228 | | TOTAL | 18964.00 | | 18964.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 18964.00 | | 0.00 |

| | A | C | E | G | H | J | K | N | O | Q | R | T | U | W | X | Z | AA | AI | AJ | AK |
|-----|-------|-------------------------|-----------|--------|----------|--------|-----------|---------|---------|--------|----------|----------|----------|--------|--------|--------|--------|-----------|----|------|
| 7 | | PROGRAM | TOTAL | YME | YME | RCW | RCW | E.C.H.O | E.C.H.O | LQPV | LQPV | LAKEVIEW | LAKEVIEW | MIRVED | MIRVED | DAWSON | DAWSON | TOTAL \$ | | |
| 227 | | GENERAL LOCAL | 23053.00 | 1.0000 | 23053.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 23053.00 | | 0.00 |
| 228 | | TOTAL | 46356.00 | | 46356.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 46356.00 | | 0.00 |
| 229 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 230 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 231 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 232 | 00280 | SSW-GOLBERG | | | | | | | | | | | | | | | | | | 0.00 |
| 233 | | STATE | 25840.00 | 1.0000 | 25840.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 25840.00 | | 0.00 |
| 234 | | FEDERAL | 150.00 | 1.0000 | 150.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 150.00 | | 0.00 |
| 235 | | LOCAL | 9449.00 | 1.0000 | 9449.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 9449.00 | | 0.00 |
| 236 | | GENERAL LOCAL | 35109.00 | 1.0000 | 35109.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 35109.00 | | 0.00 |
| 237 | | TOTAL | 70548.00 | | 70548.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 70548.00 | | 0.00 |
| 238 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 239 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 240 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 241 | 00294 | LOUWAGIE - ESY SERVICES | | | | | | | | | | | | | | | | | | 0.00 |
| 242 | | STATE | 1500.00 | 1.0000 | 1500.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 1500.00 | | 0.00 |
| 243 | | FEDERAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 244 | | LOCAL | 240.00 | 1.0000 | 240.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 240.00 | | 0.00 |
| 245 | | TOTAL | 1740.00 | | 1740.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 1740.00 | | 0.00 |
| 246 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 247 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 248 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 249 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 250 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 251 | 00300 | DUE TO MN | | | | | | | | | | | | | | | | | | 0.00 |
| 252 | | SCH DISTRICTS | | | | | | | | | | | | | | | | | | 0.00 |
| 253 | | FEDERAL | 107500.00 | 0.0000 | 0.00 | 1.0000 | 107500.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 107500.00 | | 0.00 |
| 254 | | LOCAL | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 255 | | TOTAL | 107500.00 | | 0.00 | | 107500.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 107500.00 | | 0.00 |
| 256 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 257 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 258 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 259 | 00330 | THULL - SIL | | | | | | | | | | | | | | | | | | 0.00 |
| 260 | | STATE | 75680.00 | 1.0000 | 75680.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 75680.00 | | 0.00 |
| 261 | | FEDERAL | 15078.00 | 1.0000 | 15078.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 15078.00 | | 0.00 |
| 262 | | LOCAL | 480.00 | 1.0000 | 480.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 480.00 | | 0.00 |
| 263 | | TOTAL | 91238.00 | | 91238.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 91238.00 | | 0.00 |
| 264 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 265 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 266 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 267 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 268 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 269 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 270 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 271 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 272 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 273 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 274 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 275 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 276 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 277 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 278 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 279 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 280 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 281 | 00335 | ARNESON | | | | | | | | | | | | | | | | | | 0.00 |
| 282 | | STATE | 19650.00 | 1.0000 | 19650.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 19650.00 | | 0.00 |
| 283 | | GENERAL LOCAL | 2369.00 | 1.0000 | 2369.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 2369.00 | | 0.00 |
| 284 | | LOCAL | 7844.00 | 1.0000 | 7844.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 7844.00 | | 0.00 |
| 285 | | TOTAL | 29863.00 | | 29863.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 29863.00 | | 0.00 |
| 286 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 287 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 288 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 289 | 00337 | E. BERG | | | | | | | | | | | | | | | | | | 0.00 |
| 290 | | STATE | 19550.00 | 0.9000 | 17550.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.2000 | 390.00 | 0.0900 | 1610.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 19550.00 | | 0.00 |
| 291 | | FEDERAL | 3700.00 | 1.0000 | 3700.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 3700.00 | | 0.00 |
| 292 | | LOCAL | 3398.00 | 0.9000 | 3058.20 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.2000 | 67.96 | 0.0800 | 271.84 | 0.0000 | 0.00 | 0.0000 | 0.00 | 3398.00 | | 0.00 |
| 293 | | MILEAGE LOCAL | 450.00 | 0.4500 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 150.00 | 0.0800 | 300.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 450.00 | | 0.00 |
| 294 | | TOTAL | 27098.00 | | 24308.20 | | 0.00 | | 0.00 | | 607.96 | | 2181.84 | | 0.00 | | 0.00 | 27098.00 | | 0.00 |
| 295 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 296 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 297 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 298 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 299 | 00340 | BIG STONE THERAPY | | | | | | | | | | | | | | | | | | 0.00 |
| 300 | | STATE | 95000.00 | 0.0000 | 0.00 | 0.0000 | 25000.00 | 0.0000 | 0.00 | 0.0000 | 44000.00 | 0.0000 | 26000.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 95000.00 | | 0.00 |
| 301 | | FEDERAL | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 302 | | LOCAL | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00</ | | | | | | | | | |

| | A | C | E | G | H | J | K | N | O | Q | R | T | U | W | X | Z | AA | AI | AJ | AK |
|-----|-------|------------------------|-----------|--------|----------|--------|----------|---------|---------|--------|----------|----------|----------|--------|-----------|--------|--------|-----------|----|------|
| 7 | | PROGRAM | TOTAL | YME | YME | RCW | RCW | E.C.H.O | E.C.H.O | LQPV | LQPV | LAKEVIEW | LAKEVIEW | MIVED | MIVED | DAWSON | DAWSON | TOTAL \$ | | |
| 304 | | TOTAL | 95000.00 | | 0.00 | | 25000.00 | | 0.00 | | 44000.00 | | 26000.00 | | 0.00 | | 0.00 | 95000.00 | | 0.00 |
| 305 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 306 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 307 | 00342 | PT. J. PARLIAMENT | | | | | | | | | | | | | | | | | | 0.00 |
| 308 | | STATE | 48370.00 | 0.4150 | 19658.55 | 0.4150 | 20258.55 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.1700 | 8452.90 | 0.0000 | 0.00 | 0.0000 | 0.00 | 48370.00 | | 0.00 |
| 309 | | FEDERAL | 600.00 | 1.0000 | 800.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 600.00 | | 0.00 |
| 310 | | LOCAL | 14504.00 | 0.4150 | 6019.16 | 0.4150 | 6019.16 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.1700 | 2465.68 | 0.0000 | 0.00 | 0.0000 | 0.00 | 14504.00 | | 0.00 |
| 311 | | MILLEAGE LOCAL | 2100.00 | 0.0000 | 0.00 | 0.4800 | 1000.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.5200 | 1100.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 2100.00 | | 0.00 |
| 312 | | TOTAL | 65574.00 | | 26277.71 | | 27277.71 | | 0.00 | | 0.00 | 12018.58 | | | 0.00 | | 0.00 | 65574.00 | | 0.00 |
| 313 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 314 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 315 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 316 | 00385 | HOLT | | | | | | | | | | | | | | | | | | 0.00 |
| 317 | | STATE | 62360.00 | 1.0000 | 62360.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 62360.00 | | 0.00 |
| 318 | | FEDERAL | 300.00 | 1.0000 | 300.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 300.00 | | 0.00 |
| 319 | | LOCAL | 20536.00 | 1.0000 | 20536.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 20536.00 | | 0.00 |
| 320 | | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 321 | | TOTAL | 83196.00 | | 83196.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 83196.00 | | 0.00 |
| 322 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 323 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 324 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 325 | 00389 | NEW HIRE | | | | | | | | | | | | | | | | | | 0.00 |
| 326 | | STATE | 42800.00 | 1.0000 | 42800.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 42800.00 | | 0.00 |
| 327 | | FEDERAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 328 | | LOCAL | 16149.00 | 1.0000 | 16149.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 16149.00 | | 0.00 |
| 329 | | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 330 | | TOTAL | 58949.00 | | 58949.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 58949.00 | | 0.00 |
| 331 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 332 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 333 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 334 | 00390 | CARSTENSON | | | | | | | | | | | | | | | | | | 0.00 |
| 335 | | STATE | 24060.00 | 1.0000 | 24060.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 24060.00 | | 0.00 |
| 336 | | GENERAL LOCAL | 8457.00 | 1.0000 | 8457.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 8457.00 | | 0.00 |
| 337 | | LOCAL | 7995.00 | 1.0000 | 7995.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 7995.00 | | 0.00 |
| 338 | | TOTAL | 40512.00 | | 40512.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 40512.00 | | 0.00 |
| 339 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 340 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 341 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 342 | 00400 | TECHNOLOGY ENHANCEMENT | | | | | | | | | | | | | | | | | | 0.00 |
| 343 | | FEDERAL | 1000.00 | 1.0000 | 1000.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 1000.00 | | 0.00 |
| 344 | | TOTAL | 1000.00 | | 1000.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 1000.00 | | 0.00 |
| 345 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 346 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 347 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 348 | 00410 | DIRECTOR | | | | | | | | | | | | | | | | | | 0.00 |
| 349 | | FEDERAL | 81897.00 | 0.5900 | 48626.00 | 0.4100 | 33271.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 81897.00 | | 0.00 |
| 350 | | LOCAL | 108340.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0400 | 3433.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.5500 | 104807.00 | 0.0000 | 0.00 | 108340.00 | | 0.00 |
| 351 | | GENERAL LOCAL | 34200.00 | 1.0000 | 19190.00 | 0.0000 | 6774.00 | 0.0000 | 2176.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 6060.00 | 0.0000 | 0.00 | 34200.00 | | 0.00 |
| 352 | | LOCAL | 71.00 | 1.0000 | 71.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 71.00 | | 0.00 |
| 353 | | STATE | 432.00 | 0.7647 | 257.00 | 0.2353 | 175.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 432.00 | | 0.00 |
| 354 | | TOTAL | 224940.00 | | 68144.00 | | 40220.00 | | 5609.00 | | 0.00 | | 0.00 | | 110967.00 | | 0.00 | 224940.00 | | 0.00 |
| 355 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 356 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 357 | 00450 | ROIGER | | | | | | | | | | | | | | | | | | 0.00 |
| 358 | | STATE | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 359 | | FEDERAL | 38313.00 | 0.5700 | 22748.00 | 0.3900 | 15565.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.5500 | 48777.00 | 0.0000 | 0.00 | 38313.00 | | 0.00 |
| 360 | | LOCAL | 50373.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0400 | 1586.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 50373.00 | | 0.00 |
| 361 | | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | | 0.00 |
| 362 | | TOTAL | 88896.00 | | 22748.00 | | 15565.00 | | 1586.00 | | 0.00 | | 0.00 | | 48777.00 | | 0.00 | 88896.00 | | 0.00 |
| 363 | | | | | | | | | | | | | | | | | | | | 0.00 |
| 364 | | TOTAL | 88896.00 | | 22748.00 | | 15565.00 | | 1586.00 | | 0.00 | | 0.00 | | 48777.00 | | 0.00 | 88896.00 | | 0.00 |

| | A | C | E | G | H | J | K | N | O | Q | R | T | U | W | X | Z | AA | AI | AJ | AK |
|-----|--------------------------------|----------------|--------|----------------|--------|--------------|---------|-------------|--------|-------------|----------|--------------|--------|--------------|--------|-------------|----------|----------------|----|--------|
| | PROGRAM | TOTAL | YME | YME | RCW | RCW | E.C.H.O | E.C.H.O | LQPV | LQPV | LAKEVIEW | LAKEVIEW | MRVED | MRVED | DAWSON | DAWSON | TOTAL \$ | | | |
| 7 | TOTAL | 69546.00 | | 69546.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 69546.00 | | 0.00 |
| 434 | TOTAL | 69546.00 | | 69546.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 69546.00 | | 0.00 |
| 435 | TOTAL | 69546.00 | | 69546.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 69546.00 | | 0.00 |
| 436 | TOTAL | 69546.00 | | 69546.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 69546.00 | | 0.00 |
| 437 | 006530 A. RISA - SUMMER SCHOOL | | | | | | | | | | | | | | | | | | | |
| 438 | STATE | 300.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 1.0000 | 300.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 300.00 | | 0.00 |
| 439 | FEDERAL | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 0.00 | | 0.00 |
| 440 | LOCAL | 49.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 1.0000 | 49.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 49.00 | | 0.00 |
| 441 | GENERAL LOCAL | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 0.00 | | 0.00 |
| 442 | TOTAL | 349.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 349.00 | | 0.00 | | 0.00 | 0.00 | 349.00 | | 0.00 |
| 443 | TOTAL | 349.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 349.00 | | 0.00 | | 0.00 | 0.00 | 349.00 | | 0.00 |
| 444 | TOTAL | 349.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 349.00 | | 0.00 | | 0.00 | 0.00 | 349.00 | | 0.00 |
| 445 | TOTAL | 349.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 349.00 | | 0.00 | | 0.00 | 0.00 | 349.00 | | 0.00 |
| 446 | 006551 STEWART - HS | | | | | | | | | | | | | | | | | | | |
| 447 | STATE | 76531.00 | 1.0000 | 76531.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 76531.00 | | 0.00 |
| 448 | FEDERAL | 500.00 | 1.0000 | 500.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 500.00 | | 0.00 |
| 449 | LOCAL | 23106.00 | 1.0000 | 23106.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 23106.00 | | 0.00 |
| 450 | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 0.00 | | 0.00 |
| 451 | TOTAL | 100137.00 | | 100137.00 | | 0.00 | | 0.00 | | 0.00 | | 100137.00 | | 0.00 | | 0.00 | 0.00 | 100137.00 | | 0.00 |
| 452 | TOTAL | 100137.00 | | 100137.00 | | 0.00 | | 0.00 | | 0.00 | | 100137.00 | | 0.00 | | 0.00 | 0.00 | 100137.00 | | 0.00 |
| 453 | TOTAL | 100137.00 | | 100137.00 | | 0.00 | | 0.00 | | 0.00 | | 100137.00 | | 0.00 | | 0.00 | 0.00 | 100137.00 | | 0.00 |
| 454 | TOTAL | 100137.00 | | 100137.00 | | 0.00 | | 0.00 | | 0.00 | | 100137.00 | | 0.00 | | 0.00 | 0.00 | 100137.00 | | 0.00 |
| 455 | 00653 NEW HIRE - HIGH SCHOOL | | | | | | | | | | | | | | | | | | | |
| 456 | STATE | 54000.00 | 1.0000 | 54000.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 54000.00 | | 0.00 |
| 457 | FEDERAL | 1000.00 | 1.0000 | 1000.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 1000.00 | | 0.00 |
| 458 | LOCAL | 18354.00 | 1.0000 | 18354.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 18354.00 | | 0.00 |
| 459 | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 0.00 | | 0.00 |
| 460 | TOTAL | 73354.00 | | 73354.00 | | 0.00 | | 0.00 | | 0.00 | | 73354.00 | | 0.00 | | 0.00 | 0.00 | 73354.00 | | 0.00 |
| 461 | TOTAL | 73354.00 | | 73354.00 | | 0.00 | | 0.00 | | 0.00 | | 73354.00 | | 0.00 | | 0.00 | 0.00 | 73354.00 | | 0.00 |
| 462 | TOTAL | 73354.00 | | 73354.00 | | 0.00 | | 0.00 | | 0.00 | | 73354.00 | | 0.00 | | 0.00 | 0.00 | 73354.00 | | 0.00 |
| 463 | TOTAL | 73354.00 | | 73354.00 | | 0.00 | | 0.00 | | 0.00 | | 73354.00 | | 0.00 | | 0.00 | 0.00 | 73354.00 | | 0.00 |
| 464 | 00612 WEIR | | | | | | | | | | | | | | | | | | | |
| 465 | STATE | 18725.00 | 1.0000 | 18725.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 18725.00 | | 0.00 |
| 466 | LOCAL | 3332.00 | 1.0000 | 3332.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 3332.00 | | 0.00 |
| 467 | GENERAL LOCAL | 3862.00 | 1.0000 | 3862.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 3862.00 | | 0.00 |
| 468 | TOTAL | 25919.00 | | 25919.00 | | 0.00 | | 0.00 | | 0.00 | | 25919.00 | | 0.00 | | 0.00 | 0.00 | 25919.00 | | 0.00 |
| 469 | TOTAL | 25919.00 | | 25919.00 | | 0.00 | | 0.00 | | 0.00 | | 25919.00 | | 0.00 | | 0.00 | 0.00 | 25919.00 | | 0.00 |
| 470 | TOTAL | 25919.00 | | 25919.00 | | 0.00 | | 0.00 | | 0.00 | | 25919.00 | | 0.00 | | 0.00 | 0.00 | 25919.00 | | 0.00 |
| 471 | TOTAL | 25919.00 | | 25919.00 | | 0.00 | | 0.00 | | 0.00 | | 25919.00 | | 0.00 | | 0.00 | 0.00 | 25919.00 | | 0.00 |
| 480 | 00655 LAVIN | | | | | | | | | | | | | | | | | | | |
| 481 | STATE | 56750.00 | 1.0000 | 56750.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 56750.00 | | 0.00 |
| 482 | FEDERAL | 11560.00 | 1.0000 | 11560.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 11560.00 | | 0.00 |
| 483 | LOCAL | 397.00 | 1.0000 | 397.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 397.00 | | 0.00 |
| 484 | GENERAL LOCAL | 0.00 | 1.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.0000 | 0.00 | 0.00 | 0.00 | | 0.00 |
| 485 | TOTAL | 68707.00 | | 68707.00 | | 0.00 | | 0.00 | | 0.00 | | 68707.00 | | 0.00 | | 0.00 | 0.00 | 68707.00 | | 0.00 |
| 486 | TOTAL | 68707.00 | | 68707.00 | | 0.00 | | 0.00 | | 0.00 | | 68707.00 | | 0.00 | | 0.00 | 0.00 | 68707.00 | | 0.00 |
| 487 | TOTAL | 68707.00 | | 68707.00 | | 0.00 | | 0.00 | | 0.00 | | 68707.00 | | 0.00 | | 0.00 | 0.00 | 68707.00 | | 0.00 |
| 488 | TOTAL | 68707.00 | | 68707.00 | | 0.00 | | 0.00 | | 0.00 | | 68707.00 | | 0.00 | | 0.00 | 0.00 | 68707.00 | | 0.00 |
| 489 | TOTAL | 68707.00 | | 68707.00 | | 0.00 | | 0.00 | | 0.00 | | 68707.00 | | 0.00 | | 0.00 | 0.00 | 68707.00 | | 0.00 |
| 490 | ALL TOTALS | \$2,860,240.00 | | \$1,935,241.91 | | \$391,297.71 | | \$40,184.00 | | \$74,045.76 | | \$191,419.42 | | \$159,744.00 | | \$68,307.20 | | \$2,860,240.00 | | \$0.00 |
| 491 | STATE TOTAL | \$1,775,962.00 | 0.73 | 1297988.55 | 0.10 | 172033.55 | 0.01 | 24165.00 | 0.04 | 68878.00 | 0.09 | 156652.90 | 0.00 | 0.00 | 0.03 | 56044.00 | | 1775962.00 | | 0.00 |
| 492 | FEDERAL TTL | \$358,787.00 | 0.56 | 200801.00 | 0.44 | 157986.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 358787.00 | | 0.00 |
| 493 | LOCAL TOTAL | \$496,421.00 | 0.49 | 245167.36 | 0.08 | 40027.16 | 0.02 | 11678.00 | 0.01 | 3043.96 | 0.07 | 32806.52 | 0.31 | 153684.00 | 0.02 | 10214.00 | | 496421.00 | | 0.00 |
| 494 | MILEAGE/LOCAL | \$9,998.00 | 0.00 | 0.00 | 0.13 | 1300.00 | 0.22 | 2165.00 | 0.23 | 2323.80 | 0.22 | 2160.00 | 0.00 | 0.00 | 0.20 | 2049.20 | | 9998.00 | | 0.00 |
| 495 | GENERAL LOCAL TOTAL | \$219,472.00 | 0.87 | 191295.00 | 0.09 | 19951.00 | 0.01 | 2175.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.03 | 6060.00 | 0.00 | 0.00 | | 219472.00 | | 0.00 |
| 496 | GRAND TOTAL | \$2,860,240.00 | | \$1,935,241.91 | | \$391,297.71 | | \$40,184.00 | | \$74,045.76 | | \$191,419.42 | | \$159,744.00 | | \$68,307.20 | | \$2,860,240.00 | | \$0.00 |
| 498 | GRAND TOTAL | \$2,860,240.00 | | \$1,935,241.91 | | \$391,297.71 | | \$40,184.00 | | \$74,045.76 | | \$191,419.42 | | \$159,744.00 | | \$68,307.20 | | \$2,860,240.00 | | \$0.00 |
| 500 | STATE & LOCAL | \$2,271,983.00 | 68% | 1543155.91 | 9% | 212060.71 | 2% | 35943.00 | 3% | 71721.96 | 8% | 189259.42 | 7% | 153684.00 | 3% | 66258.00 | | 2271983.00 | | 0.00 |
| 501 | STATE & LOCAL | \$2,271,983.00 | 68% | 1543155.91 | 9% | 212060.71 | 2% | 35943.00 | 3% | 71721.96 | 8% | 189259.42 | 7% | 153684.00 | 3% | 66258.00 | | 2271983.00 | | 0.00 |

INVOICE

OK


Date: August 1, 2023
Invoice # 24-1

Minnesota Valley Coop Ctr
450 9th Avenue
Granite Falls, MN 56241

BILL TO Dawson-Boyd School
848 Chestnut Street
Dawson, MN 56232

Phone: 320-564-4081
Fax: 320-564-4781

| DATE | DESCRIPTION | BALANCE | AMOUNT |
|------------|---|---------|-------------|
| 2023-2024 | Special Education Services for Fiscal Year 2023-2024 | | |
| 8/31/2023 | Quarterly Payment | | \$17,076.80 |
| 10/31/2023 | Quarterly Payment | | \$17,076.80 |
| 1/31/2024 | Quarterly Payment | | \$17,076.80 |
| 3/31/2024 | Quarterly Payment | | \$17,076.80 |
| | This is the only invoice that will be sent for the 2023-2024 year. Please pay quarterly or one annual payment. | | |
| | | | \$68,307.20 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**DAWSON-BOYD PUBLIC SCHOOLS ISD #378
SCHOOL FAMILY MENTAL HEALTH (SFMH) SERVICE AGREEMENT**

This Agreement is entered into by and between Dawson-Boyd Public Schools ISD #378, 848 Chestnut St., Dawson, MN 56232, (hereafter District) and Greater Minnesota Family Services, 2320 East Highway 12, Suite 2, Willmar, MN 56201, (hereafter Contractor).

RECITALS

WHEREAS, the District, wishes to purchase the services of Contractor for Mental Health Services and Supports to Students and Indirect/Consultative Support into Planning Pre-interventions; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the District, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from July 1, 2023 by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until June 30, 2024. All of the agreed upon services are available to the District at the same rate with or without the service being included in an individual educational plan.

Diagnostic Assessment: The hourly rates for diagnostic assessments that are provided as part of a student's Individual Education Plan or Assessment are:

Standard: \$98.60

Extended: \$98.60 (for children birth-age 3)

Explanation of Findings: \$98.60

Psychotherapy: The hourly rates for psychotherapy services that are provided as part of a student's Individual Education Plan are:

Crisis: \$98.60

Individual: \$98.60

Group: \$28.18 per one hour group session/student.

Family: \$98.60

Multi-Family: \$28.18 per one hour group session/family.

Individual Educational Plan Team Meetings: The hourly rate for mental health professional involvement in IEP team meetings is **\$98.60**. The hourly rate for mental health practitioner involvement in IEP team meetings is **\$69.80**.

Staff Training and In-service: The hourly rate for formal staff training and in-services provided to special education staff is **\$69.80**, regardless of whether the training or in-service is provided by a mental health professional or practitioner.

Day Treatment: The rate for day treatment services provided as part of a student's Individual Education Plan is **\$84.80** per hour and **\$254.90** per 3 hour day of service.

Crisis Assistance: The rate for crisis assistance services that are provided as part of a student's Individual Education Plan is **\$17.45** per fifteen (15) minute unit.

Skills Training Services: The hourly rates for mental health skills training services that are provided as part of a student's Individual Education Plan are:

Individual: \$69.80

Group: \$40.84 per one hour group session/student.

Family: \$69.80

Formal and Informal Consultation, and Team Meetings: The hourly rate for mental health professional consultation is **\$98.60**. The hourly rate for mental health practitioner consultation is **\$69.80**.

The cost of this Agreement shall not exceed **\$17,736.89** annually.

2. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor on a yearly basis of \$17,736.89 and billed by the Contractor to the District each year.

If payment under this Agreement is dependent upon the availability of federal, state, District or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the District.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Time is an essential element of this Contract. If the Contractor fails for any reason, excepting delays caused by uncontrollable circumstances to complete installation of all items before the Contract completion date as set forth in Section 2, it is hereby agreed that the District shall have the right to deduct liquidated damages from any money or monies due or coming due to the Contractor. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional cost and inconvenience incurred by the District.

Contractor certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134). Contractor is not entitled to final payment until such documentation is submitted.

3. BONDS

If required and contemporaneous with the execution of this Agreement, Contractor agrees to provide payment and performance bond for the District pursuant to Minnesota Statute §§375.21 & 574.26 and in equal to or greater than the Contract amount. Said bonds shall guarantee the faithful performance of all obligations required of Contractor under terms of this Contract, including payment of labor and material.

4. INDEPENDENT CONTRACTOR

- A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available Contractor's employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
- C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.
- E. The Contractor is solely responsible for supervision, control and direction of the Contract personnel utilized to provide the services under this agreement.

5. INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the District's and the Contractor's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the District under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force liability limits in compliance with Minnesota Statutes, Section 466 or:

- A. Commercial General Liability Insurance Policy with minimum limits of \$2,000,000 combined single limit (CSL), with coverage pertaining premise operations. In the event Combined Single Limits Coverage is not secured by the County, the minimum limits apply:

- \$4,000,000 Aggregate
 - \$4,000,000 Products and Completed Operations Aggregate
 - \$2,000,000 Personal Injury and Advertising Injury
 - \$2,000,000 Each Occurrence
 - \$100,000 Fire Damage Limit
 - \$ 5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident.
- C. Professional Liability Insurance (when required) the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,000,000 per claim
- D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- E. Worker's Compensation Insurance.
- F. Prior to the effective date of this Agreement, and as a condition precedent, the County will furnish the District with an original Certificate of Insurance listing the District as an "Additional Insured" in all coverage areas including Excess Umbrella Liability or Excess Umbrella follows form language except Worker's Compensation and Professional Liability.

6. DATA PRIVACY/DATA OWNERSHIP

- A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Director of Special Education of the District employee identified in provision 10.

- B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

- C. Release.
No educational data may be released by the Contractor to a third party without the express consent of the District's representative as indicated below – this includes any media relations.
- D. Ownership.
Ownership of all data prepared for or by the District whether having commercial value or not shall remain with the District. Any reports, studies, photographs, negatives or other documents or any other form of data prepares by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the District, and all such material or data shall be remitted to the District by the Contractor upon completion, termination or cancellation of this contract. The Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the District.

7. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement. Any educational data may be retained for a longer period, as the District may determine in accordance with applicable law and policy.

8. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.
- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

9. DEFAULT AND CANCELLATION

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused by the District,

the District may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.

- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Unless Contractor's default is excused under the terms of this Contract the District may recover from Contractor such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the contract and other damages sustained by the District by reason of delay, price changes, loss of other contracts, loss of income, inability of the District to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.
- D. Representatives for each of the parties to this Agreement are as listed below:

District

Troy Ferguson, Superintendent
848 Chestnut St.
Dawson, MN 56232
320-769-2955

Contractor

Erica Black, Coordinator
2320 E Hwy 12, Suite 2
Willmar, MN 56201
320-214-9692

- E. The District and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

10. SUBCONTRACTING AND ASSIGNMENT

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. The Contractor shall be responsible for the performance of all Subcontracts. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor with the general terms of this Contract.
- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

11. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

12. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the District, the Contractor shall provide copies of any licenses and/or training records for Contractor and/or Contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

13. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

- A. Nonwaiver.
Nothing in this Agreement shall constitute a waiver by the District of any statute of limitations or exceptions on liability. If the District does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- B. Severability.
If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- C. Applicable Laws.
The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

14. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15. THIRD PARTIES

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

16. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

District and Contractor, having signed this Agreement and pursuant to the proper District and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

DocuSigned by:
Brenda VanderStelt
B9B1EA684717463...
Greater Minnesota Family Services
Brenda VanderStelt, C.F.O

4/12/2023
Date

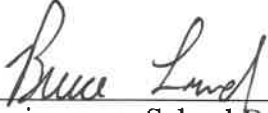
ISD #836
STATE OF MINNESOTA



Superintendent
Troy Ferguson, Superintendent

4-14-2023

Date

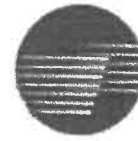


Chairperson, School Board

4-17-2023

Date

Handwritten signature or mark.



TRANE

HVAC SYSTEMS SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc. dba Trane
3417 7th Ave N, Suite D
Fargo, ND 58102

Company & Site

Dawson-Boyd Public Schools
848 Chestnut St
Dawson, MN 56232
Tim Stensrud

Trane Representative

Andrew Vlasak – Account Manager
Cell: 701-412-5461
Office: 701-235-0521
Email: andrew.vlasak@trane.com

Service Contract Number

7178039

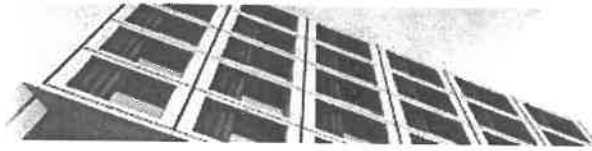
Contact Number for Service

701-356-7288

February 1, 2023



TRANE



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** provides an integrated approach to planned maintenance for your HVAC equipment and building automation system (BAS). It is an effective service strategy. After all, both systems must work together to your building comfortable and energy efficient.

Under this combined service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Our local factory trained technicians keep your HVAC and BAS running efficiently and reliability, as two interdependent systems.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment and BAS are being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

ADDITIONAL SUPPORT

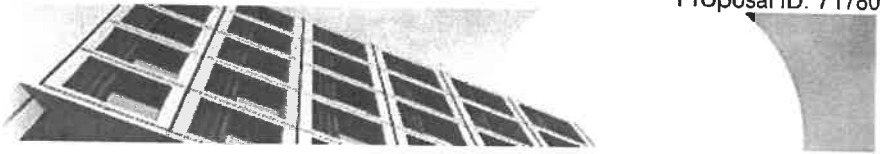
Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

- *Environmental Practices*
 - Trane procedures for handling refrigerant are compliant with federal and state regulations.
- *Consistent Processes*
 - All Trane technicians follow documented processes ensuring uniform service delivery.
- *Safety*
 - Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.
- *Assigned Team*
 - You will have a consistent group of Trane employees dedicated to your account.

WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS.

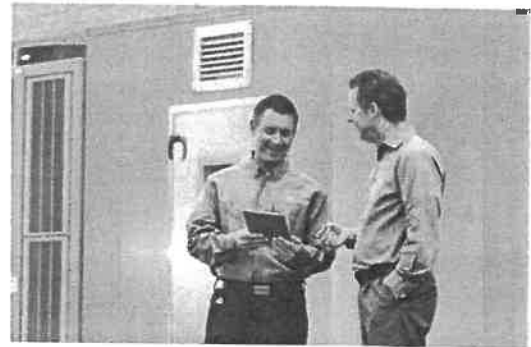
This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls



Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

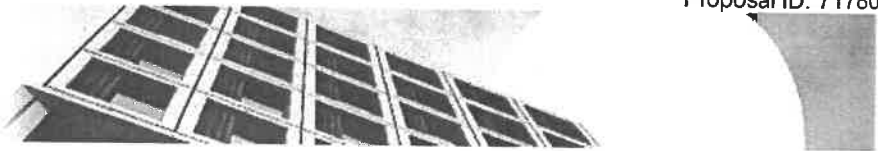
- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



SEQUENCE OF OPERATION VERIFICATION

Sequence of Operation Verification assures the system is operating as intended. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

Implementation:

- Discover unreleased manual overrides
- Correct scheduling discrepancies
- Evaluate appropriate set points



SOFTWARE UPDATE

Software Updates provide software installation and maintenance, along with information and demonstrations on new features and functionality. This agreement includes annual upgrades for all contract customers. Any unplanned software upgrades above and beyond the annual upgrade will be brought to the customer attention and billable at time and material upon customer approval.

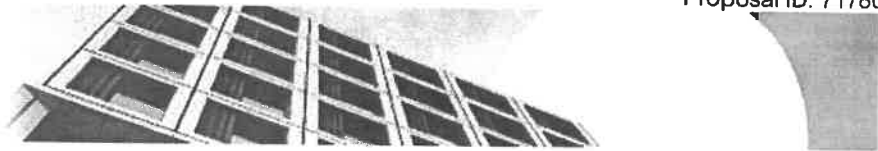
Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers
- Mitigates risk against potential cyber security vulnerabilities within the base software

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features





SYSTEM ANALYSIS AND REVIEW

System analysis and review identifies and corrects programming errors, failed points, points in alarm and points that have been overridden. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to ask questions or address systems concerns you may have.

Advantages:

- Improves system efficiency
- Assures compliance to specified conditions
- Reduces the risk of costly and disruptive system problems

Implementation:

- Regularly scheduled remote visits by Trane technicians



CONTROL LOOP TUNING

Operators sometimes adjust system settings to accommodate immediate comfort requirements. Control Loop Tuning makes sure the correct settings are in place during seasonal transitions.

Advantages:

- Prepare for hotter or colder weather
- Assure continuous occupant comfort

Implementation:

- Review for manual changes
- Restore optimal settings for the heating/cooling season
- Verify operation of mechanical loop components



HVAC EQUIPMENT COVERAGE

The following "Covered Equipment" will be serviced at Dawson-Boyd Public Schools:

| Equipment | Qty | Manufacturer | Model Number | Serial Number | Asset Tag |
|----------------------|-----|--------------|--------------|---------------|-----------|
| Energy Recovery Unit | 1 | Trane | OABD036A3 | 310494-3-1 | ERU 3 |
| Energy Recovery Unit | 1 | Trane | OABD036A3 | 310494-4-1 | ERU 4 |
| Energy Recovery Unit | 1 | Trane | OABD108A3 | 310494-1-1 | ERU 1 |
| Energy Recovery Unit | 1 | Trane | OABD108A3 | 310494-2-1 | ERU 2 |

Description

Semi-Annual Inspection (Service 1)

Quantity Per Term

6 (2 per yr)

| Equipment | Qty | Manufacturer | Model Number | Serial Number | Asset Tag |
|--------------------------------|-----|--------------|--------------|---------------|----------------|
| Tracer SC+ Building Automation | 1 | Trane | X136516950 | E21C10050 | Tracer SC+ BAS |

Description

Annual Software Maintenance Plan License (Service 3)

Quantity Per Term

3 (1 per yr)

Semi-Annual Remote System Analysis & Review (Service 4)

6 (2 per yr)

| Equipment | Qty | Manufacturer | Model Number | Serial Number | Asset Tag |
|-----------------------|-----|--------------|--------------|---------------|-----------|
| Packaged Rooftop Unit | 1 | Trane | YCD330B4P1 | C20M08004 | RTU 4 |
| Packaged Rooftop Unit | 1 | Trane | YCD600B4T1 | C20M08005 | RTU 3 |
| Packaged Rooftop Unit | 1 | Trane | YHD180G4RV | 211710376D | RTU 2 |
| Packaged Rooftop Unit | 1 | Trane | YHD210G4RV | 211710375D | RTU 1 |

Description

Semi-Annual Inspection (Service 5)

Quantity Per Term

6 (2 per yr)

Annual Condenser Coil Cleaning (Service 6)

3 (1 per yr)

Annual Replace Supply Fan Belt (Service 7)

3 (1 per yr)

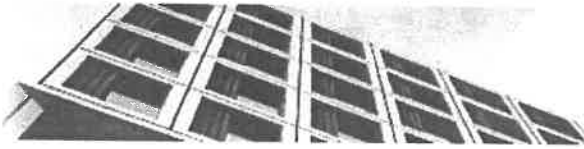
| Equipment | Qty | Manufacturer | Model Number | Serial Number | Asset Tag |
|-----------------|-----|--------------|--------------|---------------|-----------|
| Modular Chiller | 1 | Multistack | MS70X6H2H | NS-3033359 | Chiller |

Description

Semi-Annual Inspection (Service 8)

Quantity Per Term

6 (2 per yr)



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment.

Service 1: Trane Energy Recovery Unit - Inspection

Description

- Visual Inspection
- Supply Fan and Motor Inspection
- Meg Supply Fan Motor
- Electrical Inspection
- Check Cleanliness of Air Filters
- Check Operation and Cleanliness of Energy Recovery Components

Service 3: Trane Tracer SC+ Building Automation – Software Maintenance Plan License

Description

- Annually Upgrade/Renew Software Maintenance Plan

Service 4: Trane Tracer SC+ Building Automation – Remote System Analysis & Review

Description

- System Back-Up
- Overrides, Alarm, Schedule, Set Points Review
- Graphics Review
- Sequence of Operation Review
- Control Loop Tuning
- User Admin and Security Review
- Optimization Strategy Check

Service 5: Trane Packaged Rooftop Unit - Inspection

Description

- Visual Inspection
- Supply Fan Inspection
- Meg Supply Fan Motor
- Power Exhaust Fan Inspection
- Electrical Inspection
- Check Economizer Damper
- Check Cleanliness of Air Filters
- Condenser Fan Check
- Cooling & Heating Check

Service 6: Trane Packaged Rooftop Unit – Clean Condenser Coils

Description

- Condenser Coil Cleaning

Service 7: Trane Packaged Rooftop Unit – Replace Supply Fan Belt

Description

- Replace Belt on Supply Fan (If Needed)

Service 8: Multistack Modular Chiller - Inspection

Description

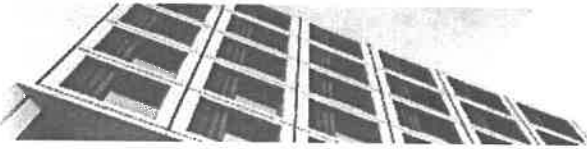
- Visual Inspection
- Leak Check
- Compressor Check
- Meg Compressors



- Electrical Inspection
- Check Operation
- Monitor Module Flows and Glycol Pressure Drops

Notes:

- Excludes cleaning of Multistack chiller strainers
- Excludes replacement of Trane energy recovery and packaged rooftop unit air filters



PRICING AND ACCEPTANCE

Dawson-Boyd Public Schools
848 Chestnut St
Dawson, MN 56232-5623
Tim Stensrud

Site Address:
Dawson-Boyd Public Schools
848 Chestnut St
Dawson, MN 56232

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "HVAC Systems Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

| Contract Year | Annual Amount USD | Payment USD | Payment Term |
|---------------|-------------------|-------------|--------------|
| Year 1 | \$10,540.00 | \$10,540.00 | Annual |
| Year 2 | \$10,962.00 | \$10,962.00 | Annual |
| Year 3 | \$11,401.00 | \$11,401.00 | Annual |

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning February 1, 2023 and expiring January 31, 2026. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

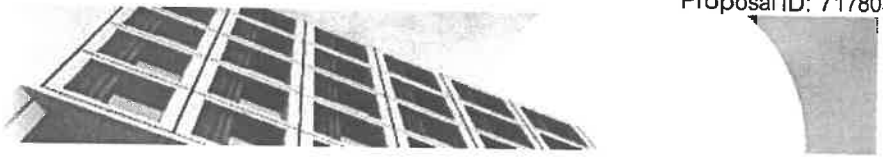
Following expiration of the initial term on January 31, 2026, this Agreement shall renew automatically for successive periods of 3 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at 701-235-0521 or by direct mail addressed to: 3417 7th Ave N, Suite D Fargo, ND 58102.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and



if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

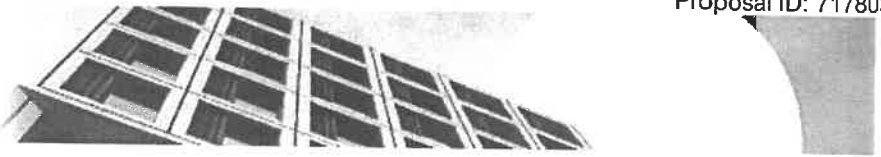
Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

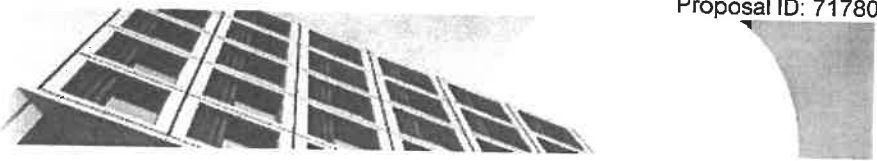
1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

| CUSTOMER ACCEPTANCE | TRANE ACCEPTANCE |
|---------------------------|---|
| Authorized Representative | Trane U.S. Inc. dba Trane |
| Printed Name | Submitted By: Andrew Vlasak – Account Manager |
| Title | Proposal Date: February 1, 2023 |
| Purchase Order | Cell: 701-412-5461 |
| Acceptance Date | Office: 701-235-0521 |
| | Email: andrew.vlasak@trane.com |
| | Authorized Representative |
| | Title |
| | Signature Date |

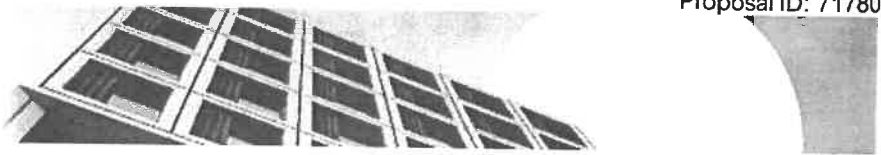
The Initial Term of this Service Agreement is 3 years, beginning February 1, 2023.
Total Contract Amount: \$32,903.00 USD.



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane.

- 1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
- 4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
- 6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
- 8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
- 9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically



included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

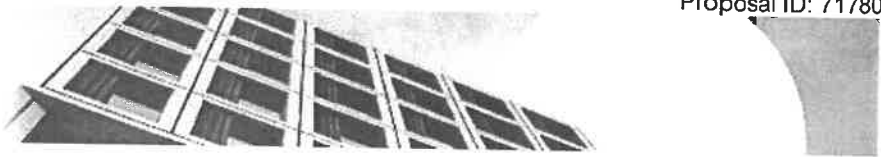
10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to



resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

| | |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability | \$2,000,000 CSL |
| Workers Compensation | Statutory Limits |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

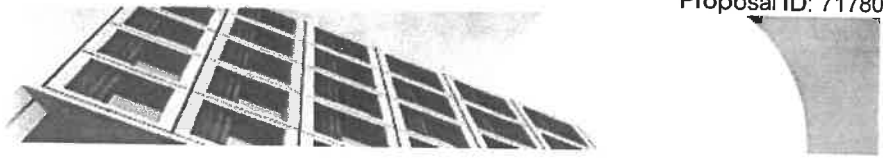
18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)
Supersedes 1-26.130-7 (0720)



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

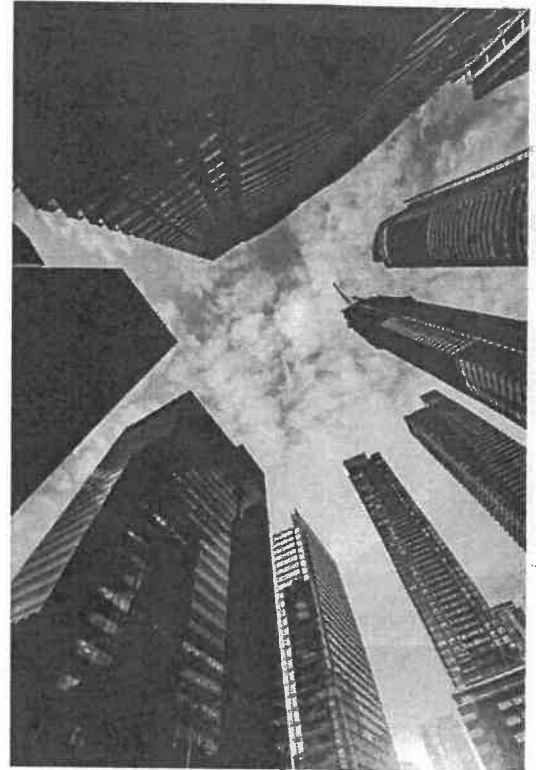
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



CERTIFICATION OF MINUTES RELATING TO PROPOSED PROPERTY TAX
ABATEMENT FOR PARKING LOT IMPROVEMENT PROJECTS; \$4,945,000 GENERAL
OBLIGATION FACILITIES MAINTENANCE, TAX ABATEMENT AND SCHOOL
BUILDING BONDS, SERIES 2023A

School District: Independent School District No. 378 (Dawson-Boyd), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on May 8, 2023 at 6:00 p.m. in the Board Room.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO PROPOSED PROPERTY TAX ABATEMENT FOR PARKING LOT IMPROVEMENT PROJECTS AND GRANTING THE ABATEMENT; RELATING TO \$4,945,000 GENERAL OBLIGATION FACILITIES MAINTENANCE, TAX ABATEMENT AND SCHOOL BUILDING BONDS, SERIES 2023A; AUTHORIZING THE ISSUANCE AND AUTHORIZING THE SUPERINTENDENT OR BUSINESS MANAGER AND ANY BOARD OFFICER TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID AWARD AND SALE; AUTHORIZING THE ISSUANCE AND SALE THEREOF AND PROVIDING FOR CREDIT ENHANCEMENT WITH RESPECT THERETO

I, the undersigned, being the duly qualified and acting recording officer of the public corporation approving the abatement referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said abatement; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 8th day of May, 2023.

School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO PROPOSED PROPERTY TAX ABATEMENT FOR PARKING LOT IMPROVEMENT PROJECTS AND GRANTING THE ABATEMENT; RELATING TO \$4,945,000 GENERAL OBLIGATION FACILITIES MAINTENANCE, TAX ABATEMENT AND SCHOOL BUILDING BONDS, SERIES 2023A; AUTHORIZING THE ISSUANCE AND AUTHORIZING THE SUPERINTENDENT OR BUSINESS MANAGER AND ANY BOARD OFFICER TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID AWARD AND SALE; AUTHORIZING THE ISSUANCE AND SALE THEREOF AND PROVIDING FOR CREDIT ENHANCEMENT WITH RESPECT THERETO

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 378 (Dawson-Boyd), Minnesota (the District), as follows:

Section 1. Tax Abatement Authorization and Recitals.

1.01. The District, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the Act), is authorized to grant an abatement of the property taxes imposed by the District on parcels of property (the Abated Parcels) by the adoption of a resolution specifying the terms of the abatement.

1.02. The District intends to undertake parking lot improvement projects at various District facilities (the Improvements) and benefiting certain properties within the District boundaries identified on Exhibit A attached hereto (collectively, the Property).

1.03. The District has proposed to finance the Improvements by granting an abatement of the property taxes imposed by the District on the Property (the Proposed Property Tax Abatement).

1.04. Pursuant to the Act, this Board, on the date hereof, May 8, 2023, conducted a public hearing on the desirability of granting the Proposed Property Tax Abatement. Notice of the public hearing was duly published as required by law in the *Dawson Sentinel*, the official newspaper of the District, on April 19, 2023.

Section 2. Findings. On the basis of the information compiled by the District and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

2.01. The District expects that the benefits to the District associated with granting the Proposed Property Tax Abatement are at least equal to or exceed the associated costs to the District.

2.02. The granting of the Proposed Property Tax Abatement is in the public interest because it will finance and provide public infrastructure and help provide access to services for District residents.

2.03. The nature and extent of the public benefits which the District expects to result from the Proposed Property Tax Abatement are the parking lot improvement projects at various District facilities which will enable District residents to continue to conveniently and safely access these District facilities that are regularly utilized by the public for community events.

2.04. The Property is not located in a tax increment financing district.

2.05. The granting of the Proposed Abatement will not cause the aggregate amount of abatements granted by the District under the Act to exceed, in any year, the greater of (i) ten percent (10%) of the District's net tax capacity for the taxes payable year to which the abatement applies, or (ii) \$200,000.

2.06. It is in the best interests of the District to grant the tax abatement authorized in this resolution.

2.07. Under Section 469.1813, subdivision 9 of the Act, it is not necessary for the District to obtain the consent of any owner of the Property to grant an abatement.

Section 3. Granting of Tax Abatement.

3.01. A property tax abatement (the Abatement) is hereby granted in respect of property taxes levied by the District on the Property for fifteen (15) years, commencing with taxes payable in 2024 and concluding with taxes payable in 2038. The total Abatement amount shall not exceed \$2,800,000 over ten (10) years.

3.02. The District shall retain the Abatement and apply it to payment of all or a portion of the costs of acquiring or constructing the Improvements or to the payment of bonds of the District issued to finance costs of acquiring or constructing the Improvements, whether such bonds are issued pursuant to the Act, or other law, as authorized by Section 469.1815, subdivision 2 of the Act.

3.03. The Abatement may be modified or terminated at any time by the Board in accordance with the Act.

Section 4. Bond Authorization. The District is authorized, pursuant to Minnesota Statutes, Sections 123B.595 and 469.1814 and Chapter 475, to borrow money by the issuance of its general obligation facilities maintenance, tax abatement and school building bonds. This Board hereby determines that it is necessary and desirable and in the best interest of the District to issue its General Obligation Facilities Maintenance, Tax Abatement and School Building Bonds, Series 2023A, in the approximate principal amount of \$4,945,000 (the Bonds), which will be used to finance: (1) the Improvements including every item of cost of the kinds authorized in Minnesota Statutes, Section 469.1814, subdivision 5, benefiting the Abated Parcels; (2) indoor air quality, roofing replacement and other deferred capital maintenance projects at various District facilities; and (3) the acquisition and betterment of school sites and facilities, as approved by the electors at a special election held on February 12, 2019.

Section 5. Solicitation of Proposals. The District has retained PMA Securities, LLC, in Albertville, Minnesota (PMA), as independent municipal advisor in connection with the sale of the Bonds and PMA is hereby authorized to solicit proposals for the purchase of the Bonds.

Section 6. Award of Sale; Ratification. The Superintendent or Business Manager and any Board officer, in consultation with and upon the advice of representatives of PMA, are hereby authorized and directed to execute a contract on the part of the District for the sale of the Bonds with a purchaser to be selected by such officers, provided that the aggregate principal amount of the Bonds shall not exceed \$4,945,000 and the true interest cost does not exceed 5.00%. This Board shall meet at an upcoming regularly scheduled or special meeting to adopt a bond resolution prepared by the District's bond counsel ratifying the sale of the Bonds and incorporating the terms and conditions of the proposal so accepted.

Section 7. Official Statement; Proposals. PMA is authorized to prepare and distribute an Official Statement for the Bonds and to open, read, and tabulate the proposals for presentation to the Board.

Section 8. State Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

Section 9. Expiration. The authorization provided in Section 6 hereof shall expire on September 30, 2023.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

| | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|
| 18-0001-000 | 18-0158-000 | 30-0042-000 | 30-0109-000 | 30-0172-000 | 36-0095-000 |
| 18-0002-000 | 18-0160-000 | 30-0043-000 | 30-0110-000 | 30-0173-000 | 36-0096-000 |
| 18-0003-000 | 18-0160-010 | 30-0043-010 | 30-0111-020 | 30-0174-010 | 36-0098-000 |
| 18-0005-000 | 18-0161-000 | 30-0044-000 | 30-0112-000 | 30-0175-000 | 36-0099-000 |
| 18-0006-000 | 18-0162-000 | 30-0045-000 | 30-0113-000 | 30-0175-010 | 36-0099-020 |
| 18-0009-000 | 18-0163-000 | 30-0045-020 | 30-0114-000 | 30-0175-020 | 36-0100-000 |
| 18-0010-000 | 18-0164-000 | 30-0046-000 | 30-0115-000 | 30-0175-030 | 36-0100-020 |
| 18-0012-000 | 18-0165-000 | 30-0047-000 | 30-0116-000 | 30-0176-000 | 36-0101-000 |
| 18-0013-000 | 18-0166-000 | 30-0049-000 | 30-0117-000 | 30-0901-000 | 36-0102-000 |
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| 18-0017-000 | 18-0169-000 | 30-0051-010 | 30-0117-030 | 36-0003-000 | 36-0105-000 |
| 18-0018-010 | 18-0169-010 | 30-0052-010 | 30-0118-000 | 36-0004-000 | 36-0107-000 |
| 18-0043-000 | 18-0902-000 | 30-0052-020 | 30-0119-000 | 36-0004-010 | 36-0107-010 |
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| 18-0053-000 | 30-0007-000 | 30-0057-010 | 30-0124-000 | 36-0008-010 | 36-0116-000 |
| 18-0055-000 | 30-0008-000 | 30-0058-000 | 30-0125-000 | 36-0009-000 | 36-0117-000 |
| 18-0057-010 | 30-0008-010 | 30-0060-000 | 30-0125-010 | 36-0011-010 | 36-0119-000 |
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| 18-0057-030 | 30-0009-000 | 30-0061-000 | 30-0127-000 | 36-0013-000 | 36-0122-000 |
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| 18-0061-010 | 30-0010-020 | 30-0063-000 | 30-0131-000 | 36-0037-000 | 36-0125-000 |
| 18-0062-000 | 30-0012-000 | 30-0065-000 | 30-0131-010 | 36-0038-000 | 36-0125-010 |
| 18-0063-000 | 30-0013-000 | 30-0065-010 | 30-0132-000 | 36-0039-000 | 36-0126-000 |
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| 18-0067-000 | 30-0016-000 | 30-0067-010 | 30-0133-030 | 36-0042-000 | 36-0130-010 |
| 18-0068-000 | 30-0016-010 | 30-0068-000 | 30-0134-000 | 36-0042-010 | 36-0132-000 |
| 18-0069-000 | 30-0016-020 | 30-0068-010 | 30-0134-010 | 36-0044-000 | 36-0134-000 |
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| 18-0073-020 | 30-0019-000 | 30-0073-010 | 30-0139-010 | 36-0049-000 | 36-0138-000 |
| 18-0074-000 | 30-0019-020 | 30-0074-000 | 30-0140-000 | 36-0050-000 | 36-0139-000 |
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| 18-0108-000 | 30-0022-030 | 30-0081-000 | 30-0146-000 | 36-0054-000 | 36-0143-020 |
| 18-0109-000 | 30-0022-040 | 30-0081-010 | 30-0148-000 | 36-0054-010 | 36-0163-000 |
| 18-0109-010 | 30-0022-050 | 30-0082-000 | 30-0151-000 | 36-0055-000 | 36-0163-010 |
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| 18-0111-000 | 30-0024-010 | 30-0087-000 | 30-0154-000 | 36-0060-000 | 36-0165-010 |
| 18-0112-000 | 30-0025-000 | 30-0087-010 | 30-0154-010 | 36-0060-010 | 36-0166-000 |
| 18-0112-020 | 30-0026-000 | 30-0090-000 | 30-0155-000 | 36-0061-000 | 36-0166-010 |
| 18-0113-000 | 30-0027-000 | 30-0091-000 | 30-0155-010 | 36-0061-010 | 36-0167-000 |
| 18-0114-000 | 30-0027-010 | 30-0092-000 | 30-0156-010 | 36-0064-000 | 36-0167-010 |
| 18-0114-010 | 30-0028-000 | 30-0093-000 | 30-0156-020 | 36-0065-010 | 36-0168-000 |
| 18-0115-000 | 30-0028-010 | 30-0093-010 | 30-0156-030 | 36-0067-000 | 36-0168-010 |
| 18-0116-000 | 30-0029-000 | 30-0094-000 | 30-0157-000 | 36-0068-000 | 36-0169-000 |
| 18-0117-000 | 30-0030-000 | 30-0095-000 | 30-0158-000 | 36-0068-010 | 36-0170-000 |
| 18-0118-000 | 30-0030-010 | 30-0097-000 | 30-0160-000 | 36-0069-000 | 36-0170-020 |
| 18-0118-010 | 30-0031-000 | 30-0097-010 | 30-0161-000 | 36-0069-010 | 36-0170-030 |
| 18-0119-000 | 30-0031-010 | 30-0098-000 | 30-0163-010 | 36-0070-000 | 36-0171-000 |

| | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|
| 18-0120-000 | 30-0032-000 | 30-0098-010 | 30-0164-000 | 36-0071-000 | 36-0172-000 |
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| 18-0122-000 | 30-0033-000 | 30-0101-000 | 30-0165-010 | 36-0072-010 | 36-0174-000 |
| 18-0122-020 | 30-0033-010 | 30-0101-010 | 30-0166-000 | 36-0074-000 | 36-0174-010 |
| 18-0124-000 | 30-0035-000 | 30-0101-020 | 30-0166-010 | 36-0075-000 | 36-0175-000 |
| 18-0125-000 | 30-0035-010 | 30-0102-000 | 30-0166-020 | 36-0076-000 | 36-0176-000 |
| 18-0126-000 | 30-0037-000 | 30-0102-020 | 30-0167-000 | 36-0078-000 | 36-0176-020 |
| 18-0127-010 | 30-0038-000 | 30-0106-000 | 30-0168-000 | 36-0079-010 | 36-0177-000 |
| 18-0127-020 | 30-0039-000 | 30-0107-000 | 30-0169-000 | 36-0079-020 | 36-0177-010 |
| 18-0128-000 | 30-0040-000 | 30-0108-000 | 30-0170-000 | 36-0094-000 | |

| Date | Donation Area | From |
|-----------|-------------------|--------------------------------|
| | | |
| 4/5/2023 | Musical | Table donations on show nights |
| 4/13/2023 | Backpack for Kids | Our Saviours Luth. Of Baxter |
| 4/13/2023 | Backpack for Kids | Heartland Eyecare |
| 4/13/2023 | Musical | Anonymous donation |

\$\$\$ Amount

\$704.56

\$35.76

\$50.00

\$45.00

Dawson-Boyd Public Schools Policy #101

Adopted: _____

Revised: 5-8-2023

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.

2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes Chapter 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes section 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School District Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; Municipalities)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of School Board)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 705 (Investments)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

Dawson-Boyd Public Schools Policy #205

Adopted _____

Revised 5-8-2023

#205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

A. The School Board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The School Board shall conduct its business under a presumption of openness. At the same time, the School Board recognizes and respects the privacy rights of individuals as provided by law. The School Board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the School Board. B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at School Board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the School Board, including executive sessions, shall be open to the public. B. Meetings shall be closed only when expressly authorized by law. III. DEFINITION "Meeting" means a gathering of at least a quorum or more members of the School Board, or quorum of a committee or subcommittee of School Board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the School Board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the School Board shall be kept on file at its primary offices. If the School Board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the School Board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the School Board's usual meeting room if there is no principal bulletin board. The School Board's agenda at the special meeting is limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.

c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the School Board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the School Board is required to send notice to that person only concerning those particular subjects. e. The School Board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than 60 days before the expiration date of request for notice, the School Board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the School Board, require immediate consideration.

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The School Board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the School Board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the School Board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the School Board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or other electronic means in compliance with Minn. Stat. § 13D.021.

8. Meetings Conducted by Interactive Technology

A meeting may be conducted by interactive technology, Skype, or other similar electronic means in compliance with Minn. Stat. § 13D.02.

B. Votes

The votes of School Board members shall be recorded in a journal kept for that purpose, and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

C. Written Materials

- 1. In any open meeting, a copy of any printed materials, including electronic

communications, relating to the agenda items prepared or distributed by the School Board or its employees and distributed to or available to all School Board members shall be available in the meeting room for inspection by the public while the School Board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public data.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the School Board's authority and is reasonably necessary to conduct the business or agenda item before the School Board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

4. Use of electronic mail (e-mail) by School Board members should conform to the same standards of judgment, propriety, and ethics as other forms of School Board related communication. Board Members shall comply with the following guidelines when using e-mail in the conduct of Board responsibilities:

a. The School Board shall not use e-mail as a substitute for deliberations at Board Meetings or for other communications or business properly confined to Board Meetings.

b. Board members should be aware that e-mail and e-mail attachments received or prepared for use in Board business or containing information relating to Board business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law.

c. Board members should avoid reference to confidential information about employees, students, or other matters in e-mail communications because of the risk of improper disclosure. Board members should comply with the same standards as school employees with regard to confidential information.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The School Board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of School Board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the School Board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearings between the School Board and its employees or their respective representatives are public meetings. These meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods are prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Charges

The School Board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the School Board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The School Board may close a meeting to evaluate the performance of an individual who is subject to its authority. The School Board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the School Board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the School Board needs advice above the level of general legal advice, i.e., regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the School Board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within 14 days of that decision.
- b. If the coach requests the reasons for the nonrenewal, the School Board must give the coach the reasons in writing within 10 days of receiving the request.
- c. On the request of the coach, the School Board must provide the coach with a reasonable opportunity to respond to the reasons at a School Board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

Any portion of a meeting must be closed if the following types of data are discussed:

- a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- b. active investigative data collected or created by a law enforcement agency; or
- c. educational data, health data, medical data, welfare data, or mental health data that are not public data. ; or
- d. an individual's personal medical records.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The School Board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the School Board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight (8) years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the School Board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of School Board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the School Board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The School Board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the School Board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four (4) years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The School Board shall provide notice of a closed meeting just as for an open meeting. A School Board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the School Board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References: Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)

Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)

Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. Ch. 13D (Open Meeting Law)

Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)

Minn. Rules Part 5510.2810 (Bureau of Mediation Services)

Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)

Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)

The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869
(Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), rev. denied. (Minn. 1993)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

MSBA/MASA Model Policy 206 (Public Participation in School Board
Meetings/Complaints about Persons at School Board Meetings and Data Privacy
Considerations)

MSBA/MASA Model Policy 207 (Public Hearings)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

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

MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open

Meeting Law)

Dawson-Boyd Public Schools Policy #511

Adopted: _____

Revised: 5-8-2023

511 STUDENT FUNDRAISING

I. PURPOSE

The purpose of this policy is to address student fundraising efforts.

II. GENERAL STATEMENT OF POLICY

The school board recognizes a desire and a need by some student organizations for fundraising. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.

III. RESPONSIBILITY

- A. The building administrators shall be responsible for developing recommendations to the superintendent that will result in a level of activity deemed acceptable by employees, parents, and students. Fundraising must be conducted in a manner that will not result in embarrassment on the part of individual students, employees, or the school.
- B. All fundraising activities must be approved, in advance, by the administration. Participation in nonapproved activities shall be considered a violation of school district policy.
- C. The superintendent shall be responsible for providing coordination of student fundraising throughout the school district as deemed appropriate.
- D. The school district expects all students who participate in approved fundraising activities to represent the school, the student organization, and the community in a responsible manner. All rules pertaining to student conduct and student discipline extend to student fundraising activities.
- E. The school district expects all employees who plan, supervise, coordinate, or participate in student fundraising activities to act in the best interests of the students and to represent the school, the student organization, and the community in a responsible manner.

IV. ANNUAL REPORT

The superintendent shall report to the school board, at least annually, on the nature and scope of student fundraising activities approved pursuant to this policy.

Legal References: Minn. Stat. § 120A.20 (Age Limitations; Pupils)
Minn. Stat. § 123B.09, Subd. 8 (Duties)
Minn. Stat. § 123B.36 (Authorized Fees)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 713 (Student Activity Accounting)

Dawson-Boyd Public Schools Policy #520

Adopted: _____

Revised: 5-8-2023

520 STUDENT SURVEYS

I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 United States Code section 1232h.

III. STUDENT SURVEYS IN GENERAL

- A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.
- B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), 20 United States Code section 1232g (Family Educational Rights and Privacy Act) and 34 Code of Federal Regulations Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or

evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
1. political affiliations or beliefs of the student or the student's parent;
 2. mental and psychological problems of the student or the student's family;
 3. sex behavior or attitudes;
 4. illegal, antisocial, self-incriminating, or demeaning behavior;
 5. critical appraisals of other individuals with whom respondents have close family relationships;
 6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 7. religious practices, affiliations, or beliefs of the student or the student's parent; or
 8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.
1. The following policies are to be adopted in consultation with parents:
 - a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.
 - b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent of a student to inspect, on request, any such survey.
 - c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.
 - d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 United States Code section 1400, *et seq.*).
 - e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose),

including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

- (1) "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.
 - (2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:
 - (a) college or other post-secondary education recruitment or military;
 - (b) book clubs, magazines, and programs providing access to low cost literary products;
 - (c) curriculum and instructional materials used by elementary and secondary schools;
 - (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
 - (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
 - (f) student recognition programs.
 - (3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.
2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.
- a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.
 - b. The notice will provide parents with an opportunity to opt out of participation in the following activities:
 - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
 - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.
 - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not

necessary to protect the immediate health and safety of the student or other students.

“Invasive physical examination” means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

- c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.
- d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

V. NOTICE

- A. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)
Gonzaga University v. Doe, 536 U.S. 273 (2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedure and Process)

Dawson-Boyd Public Schools Policy #530

Adopted: _____

Revised: 5-8-2023

#530 IMMUNIZATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

II. GENERAL STATEMENT OF POLICY

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
1. a statement, from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or
 2. a medical statement affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the Superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.

- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.
- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or required classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a signed medical statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian, or student.

V. NOTICE OF IMMUNIZATION REQUIREMENTS

- A. The school district will develop and implement a procedure (Addendum A) to:
 - 1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
 - 2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
 - 3. review student health records to determine whether the required information has been provided; and
 - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment. [See Attachments A, B, and C.]
- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

VI. IMMUNIZATION RECORDS

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student without the consent of the student's parent or guardian. Under all other circumstances, immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

VII. OTHER

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 121A.17 (School Board Responsibilities)
Minn. Stat. § 144.29 (Health Records; Children of School Age)
Minn. Stat. § 144.3351 (Immunization Data)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 144.442 (Testing in Schools)
Minn. Rules Parts 4604.0100-4604.1000 (Immunization)
McCarthy v. Ozark Sch. Dist., 359 F.3d. 1029 (8th Cir. 2004)
Op. Atty. Gen. 169-W (Jan. 17, 1968)
Op. Atty. Gen. 169-W (July 23, 1980)

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

Minnesota School Immunization Law Compliance Plan for Morris Area Schools (Addendum A)

Kindergarten Immunization Process

- Parents are notified of immunization law and needs for entrance into kindergarten at kindergarten roundup and in registration information/welcome to school information.
- Immunization requirement graphic titled “Are Your Kids Ready for School?” will be sent with back to/welcome to school paperwork and a copy of our school, or MIIC (Minnesota Immunization Information Connection), immunization records with needed vaccines highlighted.
- Families will receive a phone call or email during teacher workshop week in August (may be an instant alert reminder) to discuss the need for immunizations.
- On the Tuesday or Wednesday after Labor Day, the LSN will contact families (Sample Letter B will be used) and remind them that their child cannot remain enrolled in school until an up-to-date immunization record is on file.
- A request will be made to Public Health to be open all day to provide immunizations if needed (request list at end of day).
- On the third Tuesday after Labor Day, the LSN will work with the building principal to send students home who have not provided immunizations. A letter will be sent home with the students (Sample Letter C will be used). No student will be allowed to stay in school without an up-to-date record.
- Families may also elect to have their Pupil Immunization Forms notarized for conscientious exemption at the DISTRICT OFFICE.

6th grade going into 7th grade Immunization Process

- Initial letter in January was sent to parents/guardians of 6th grade students to notify of the Minnesota School Immunization Law and requirements for 7th grade.
- A reminder letter was sent, with general immunization information, with end of the school year grades (sent 1st week after school is out.)
- Immunization requirement graphic titled “Are Your Kids Ready for School?”, along with Sample Letter A), will be sent with back to school paperwork and a copy of our school, or MIIC (Minnesota Immunization Information Connection), immunization records with needed vaccines highlighted (early to mid August.)
- Families will receive a phone call or email during teacher workshop week in August (may be an instant alert) to discuss the need for immunizations.
- On the Tuesday or Wednesday after Labor Day, the LSN will contact families (Sample Letter B will be used) and remind them that their child cannot remain enrolled in school until an up-to-date immunization record is on file.
- A request will be made to Public Health to be open all day to provide immunizations if needed (request list at end of day).
- On the third Tuesday after Labor Day, the LSN will work with the building principal to send students home who have not provided immunizations. A letter will be sent home with the students (Sample Letter C will be used). No student will be allowed to stay in school without an up-to-date record.

- Families may also elect to have their Pupil Immunization Forms notarized for conscientious exemption at the DISTRICT OFFICE.

St Mary's School and Home School students will be notified as well

ATTACHMENT A

[TO BE PLACED ON SCHOOL DISTRICT STATIONERY]

(date)

[Parent(s)]

[Address]

Re: Immunizations

Dear Parent:

As you know, school begins on [date]. Before your child, [name of child], can be enrolled, however, we must receive proof that he/she has received immunization against a number of diseases as required by state law or an exemption form is provided to the school. To date, we do not have an immunization record for your child nor a claim of exemption.

Please submit a statement to [name of school official] from a physician or a public clinic verifying that [name of child] has received the required immunizations, consistent with medically acceptable standards, before school begins on [date]. By state law, we cannot allow [name of child] to stay in school unless we have received proof that he/she has had the required immunizations or an exemption form is provided to the school.

If you cannot submit a statement from a physician or public clinic regarding your elementary or secondary school child, you may submit your own statement detailing the month, day, and year each required immunization was given. If you elect to submit your own statement in lieu of one from a health care provider, please contact [name of school official] at [telephone number] to determine the precise vaccinations required for your child, as the requirements vary according to the child's age.

If you are claiming an exemption for medical reasons that an immunization is contraindicated or because of your conscientiously held beliefs, you must either submit a statement from a physician stating the immunization is contraindicated or you must submit a notarized statement, signed by you as the parent/guardian, or if the student is an emancipated person, by the emancipated person, stating that the student has not been immunized because of conscientiously held beliefs. Forms can be notarized in the Morris Area School District Office.

If we do not receive proof of immunization or exemption [date], your child will be sent home from school and discharged from enrollment. It will then be necessary for you to re-enroll the child after immunization requirements have been met before the child can return to school – we certainly wish to avoid this. If you have any questions, please contact [name of school official] at [telephone number].

Thank you for your cooperation.

Very truly yours,

[School District Official]

ATTACHMENT B

[TO BE PLACED ON SCHOOL DISTRICT STATIONERY]

(date)

[Parent(s)]

[Address]

Re: Immunizations

Dear Parent:

As you know, school began today. To date, we do not have an immunization record for your child nor any record of a request for an exemption. In order for your child, [name of child], to remain enrolled, we must receive proof that he/she has received immunization against a number of diseases as required by state law or that he/she qualifies for one of the statutory exceptions. By this letter, we wish to verify that our records concerning your child are accurate and complete.

Please submit a statement to [name of school official] from a physician or a public clinic verifying that [name of child] has received the required immunizations, consistent with medically acceptable standards. By state law, we cannot allow [name of child] to stay in school unless we have received proof that he/she has had the required immunizations or has satisfied one of the statutorily recognized exceptions.

If you cannot submit a statement from a physician or public clinic regarding your elementary or secondary school child, you may submit your own statement detailing the month, day, and year each required immunization was given. If you elect to submit your own statement in lieu of one from a health care provider, please contact [name of school official] at [telephone number] to determine the precise vaccinations required for your child, as the requirements vary according to the child's age.

If you are claiming an exemption for medical reasons that an immunization is contraindicated or because of your conscientiously held beliefs, you must either submit a statement from a physician stating the immunization is contraindicated or you must submit a notarized statement, signed by you as the parent/guardian, or if the student is an emancipated person by the emancipated person, stating that the student has not been immunized because of conscientiously held beliefs.

If you have already submitted a statement to us, please indicate how the statement was submitted (i.e. hand-delivered, mailed), when it was delivered and to whom. It may be necessary for you to obtain a duplicate statement if the original cannot be found. If additional time to obtain a duplicate is required, please so indicate in your response.

If we do not receive proof of immunization or exemption by [ten school days], your child will be sent home from school and discharged from enrollment. It will then be necessary for you to re-enroll the child after immunization requirements have been met before the child can return to school – we certainly wish to avoid this. If you have any questions, please contact [name of school official] at [telephone number].

Thank you for your cooperation.

Very truly yours,
[School District Official]

ATTACHMENT C

[TO BE PLACED ON SCHOOL DISTRICT STATIONERY]

(date)

[Parent(s)]
[Address]

Re: Non-Enrollment for Lack of Immunization Proof

Dear Parent:

We are sending your child, [name of child], home today because we have not yet received proof that he or she has received appropriate immunizations or we have not received a form of exemption. Minnesota law does not allow us to enroll an elementary or secondary school student without proof that the student has received the required immunizations or is excepted therefrom.

As we advised earlier, School District policy allows for a ten-day grace period (or due process period), during which your child may attend school. Those grace periods have now expired.

[Name of child] may re-enroll as soon as we have received appropriate proof of immunizations. If you have any questions about the proof or the immunizations required, please contact [name of school official] at [telephone number] as soon as possible.

We look forward to having [name of child] back in school soon.

Very truly yours,
[School District Official]

DISTRICT NOTES:

Previous notices sent on _____ by _____

Previous notices sent on _____ by _____

Previous notices sent on _____ by _____

Phone contacts on _____ by _____

Phone contacts on _____ by _____

Phone contacts on _____ by _____

Dawson-Boyd Public Schools Policy #619

Adopted: _____

Revised: 5-8-2023

#619 STAFF DEVELOPMENT FOR STANDARDS

I. PURPOSE

The purpose of this policy is to establish opportunities for staff development which advance the staff's ability to work effectively with the Graduation Assessment Requirements and with students as they progress to achievement of those Graduation Assessment Requirements and meet the requirements of federal law.

II. GENERAL STATEMENT OF POLICY

The school district is committed to developing staff policies and processes for continuous improvement of curriculum, instruction and assessment to ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels.

III. STANDARDS FOR STAFF DEVELOPMENT

- A. The Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (Committee) shall address the needs of all staff in prioritizing staff development which will ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels. The Committee will advise the School Board on the planning of staff development opportunities.
- B. The school district shall place a high priority on staff development including activities, programs, and other efforts to implement the Graduation Assessment Requirements effectively and to upgrade that implementation continuously.
- C. Staff development plans for the school district shall address identified needs for Graduation Assessment Requirements implementation throughout all levels of the school district programs.
- D. In service, staff meeting, and district and building level staff development plans and programs shall focus on improving implementation of the Graduation Assessment Requirements at all levels for all students, including those with special needs.

IV. TRAINING AND PROFESSIONAL DEVELOPMENT

1. Paraprofessionals. The school district will provide each paraprofessional who assists a licensed teacher in providing student instruction with initial training. Such training will include training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline, policies, roles and responsibilities, and building orientation. Training will be provided within the first 60 days a paraprofessional begins supervising or working with students.

Additionally, with regard to paraprofessionals providing support to special education students, the school district will ensure that annual training opportunities are required to enable the paraprofessional to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student according to the student's disability and how the disability affects the student's education and behavior, following lesson plans, and implementing follow-up instructional procedures and activities.

B. Teachers/Administrators

1. The school district will provide high quality and ongoing professional development activities as required by state and federal laws.

References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)

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

Minn. Stat. § 120B.363 (Credential for Education Paraprofessionals)

Minn. Stat. § 122A.16 (Qualified Teacher Defined)

Minn. Stat. § 122A.60 (Staff Development Program)

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

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

Minn. Rules Parts 3501-0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501-0900-3501.0960 (Academic Standards in Science)

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

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

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

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 616 (School District System Accountability)

Dawson-Boyd Public Schools Policy#624

Adopted: _____

Revised: 5-8-2023

624 ONLINE LEARNING OPTIONS

I. PURPOSE

The purpose of this policy is to recognize and govern online learning options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online learning provider for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not prohibit an enrolled student from applying to enroll in online learning.
- B. The school district shall grant academic credit for completing the requirements of an online learning course or program.
- C. The school district shall allow an online learning student to have the same access to the computer hardware and education software available in the school district as all other students in the school district. An online learning provider must assist an online learning student whose family qualifies for education tax credit to acquire computer hardware and educational software for online learning purposes.
- D. The school district shall continue to provide non-academic services to online learning students.
- E. Online learning students may participate in the extracurricular activities of the school district on the same basis as other enrolled students.

III. DEFINITIONS

- A. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- B. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- C. "Enrolling district" means the school district or charter school in which a student is enrolled under Minnesota Statutes section 120A.22, subdivision 4, for purposes of compulsory education.

- D. "Full-time online learning provider" means an enrolling school authorized by MDE to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.
- E. "Online learning course syllabus" is a written document that an online learning provider transmits to the enrolling school district using a format prescribed by the Commissioner of MDE (Commissioner) to identify the state academic standards embedded in an online learning course, the course content outline, required course assessments, expectations for actual teacher contact time, and other student-to-teacher communications, and the academic support available to the online learning student.
- F. "Online learning" is a form of digital learning delivered by an approved online learning provider under Paragraph III.H.
- G. "Online learning student" is a student enrolled in an online learning course or program delivered by an authorized online learning provider.
- H. "Online learning provider" is a school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. "Student" is a Minnesota resident enrolled in a public school, a nonpublic school, church or religious organization, or home school in which a child is provided instruction in compliance with Minnesota Statutes sections 120A.22 and 120A.24.
- J. "Supplemental online learning" means an online learning course taken in place of a course period at a local district school.

IV. PROCEDURES

- A. Dissemination and Receipt of Information
 - 1. The school district shall make available information about online learning to all interested people. The school district may utilize the list of approved online learning providers and online learning courses and programs developed, published, and maintained by MDE.
 - 2. The school district will receive and maintain information provided to it by online learning providers.
 - 3. The online learning provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the Commissioner unless the enrolling district and the online learning provider agree to a different form of notice and notify the Commissioner.
 - 4. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits toward graduation.
- B. Student Enrollment
 - 1. A student may apply for full-time enrollment in an approved online learning program. The student must have the written consent of a parent or guardian to do so if the student is under eighteen (18) years of age.

2. The student and the student's parents must submit an application to the online learning provider and identify the student's reason for enrolling. An online learning provider that accepts a student under this section must notify the student and the enrolling district in writing within ten days if the enrolling district is not the online learning provider. The student and the student's parent must notify the online learning provider of the student's intent to enroll in online learning within ten days of being accepted, at which time the student and the student's parent must sign a statement indicating that they have reviewed the online course or program and understand the expectations of enrolling in online learning. The online learning provider must use a form provided by MDE to notify the enrolling district of the student's application to enroll in online learning.
3. The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online learning course or program. An online learning provider must make available the supplemental online learning course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the enrolling district must notify the online learning provider whether the student, the student's parent, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a supplemental online learning course up to the midpoint of the school district's term. The school district may waive this requirement for special circumstances with the agreement of the online learning provider.
4. An online learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online learning course syllabus meets the corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or program meets its graduation requirements, then the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online learning provider; and the online learning provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.
5. An online learning student may enroll in supplemental online learning courses equal to a maximum of 50 percent of the student's full schedule of courses per term during a single school year, and the student may exceed the supplemental online learning registration limit if the enrolling district permits for supplemental online learning enrollment above the limit or if the enrolling district and the online learning provider agree to the instructional services. To enroll in more than 50 percent of the student's full schedule or courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit or apply to enroll in an approved full-time online learning program consistent with Paragraph IV.B.2. above. Full-time online learning students may enroll in classes at a local school under a contract for instructional services between the online learning provider and the school district.
6. An online learning student may complete course work at a grade level that is different from the student's current grade level.
7. An online learning student may enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

C. Classroom Membership and Teacher Contact Time

1. The enrolling district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.
2. The school district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider other than the school district.
3. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license.
4. The online learning provider, other than a digital learning provider offering digital learning to its enrolled students only under Minnesota Statutes section 124D.095, subdivision 4(d), must give the Commissioner written assurance that all courses meet state academic standards and the online learning curriculum, instruction, and assessment expectations for actual teacher contact time or other student-teacher communications and academic support meet nationally recognized standards and are described as such in an online learning course syllabus that meets the Commissioner's requirements.

D. Academic Credit; Graduation Standards or Requirements

1. The school district shall apply the same graduation requirements to all students, including online learning students.
2. The school district shall use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for nonresident transfer students under Minnesota law.
3. The school district may challenge the validity of a course offered by an online learning provider. Such a challenge will be filed with MDE.
4. The school district shall count secondary credits granted to an online learning student toward its graduation and credit requirements.
5. If a student completes an online learning course or program that meets or exceeds a graduation standard or grade progression requirement at the school district, that standard or requirement will be met.
6. Weighted grades will also be applicable if the school district has adopted a policy to offer weighted grades.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 123B.42, Subd. 1a (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.095 (Online Learning Option Act)

Cross References: MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 605 (Alternative Programs)

MSBA/MASA Model Policy 608 (Instructional Services – Special Education)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 620 (Credit for Learning)

Dawson-Boyd Public Schools Policy #705

Adopted: _____

Revised: 5-8-2023

705 INVESTMENTS

I. PURPOSE

The purpose of this policy is to establish guidelines for the investment of school district funds.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with all state laws relating to investments and to guarantee that investments meet certain primary criteria.

III. SCOPE

This policy applies to all investments of the surplus funds of the school district, regardless of the fund accounts in which they are maintained, unless certain investments are specifically exempted by the school board through formal action.

IV. AUTHORITY; OBJECTIVES

- A. The funds of the school district shall be deposited or invested in accordance with this policy, Minnesota Statutes chapter 118A and any other applicable law or written administrative procedures.
- B. The primary criteria for the investment of the funds of the school district, in priority order, are as follows
 - 1. Safety and Security. Safety of principal is the first priority. The investments of the school district shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall investment portfolio.
 - 2. Liquidity. The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable, and debt service.
 - 3. Return and Yield. The investments shall be managed in a manner to attain a market rate of return through various economic and budgetary cycles, while preserving and protecting the capital in the investment portfolio and taking into account constraints on risk and cash flow requirements.

V. DELEGATION OF AUTHORITY

- A. The Superintendent of the school district is designated as the investment officer of the school district and is responsible for investment decisions and activities under the direction of the school board. The investment officer shall operate the school district's investment program consistent with this policy. The investment officer may delegate certain duties to a designee or designees but shall remain responsible for the operation of the program.
- B. All officials and employees that are a part of the investment process shall act professionally and responsibly as custodians of the public trust and shall refrain from personal business activity that could conflict with the investment program or which could reasonably cause others to question the process and integrity of the investment program. The investment officer shall avoid any transaction that could impair public confidence in the school district.

VI. STANDARD OF CONDUCT

The standard of conduct regarding school district investments to be applied by the investment officer shall be the "prudent person standard." Under this standard, the investment officer shall exercise that degree of judgment and care, under the circumstances then prevailing, that persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, investing not for speculation and considering the probable safety of their capital as well as the probable investment return to be derived from their assets. The prudent person standard shall be applied in the context of managing the overall investment portfolio of the school district. The investment officer, acting in accordance with this policy and exercising due diligence, judgment, and care commensurate with the risk, shall not be held personally responsible for a specific security's performance or for market price changes. Deviations from expectations shall be reported in a timely manner and appropriate actions shall be taken to control adverse developments.

VII. MONITORING AND ADJUSTING INVESTMENTS

The investment officer shall routinely monitor existing investments and the contents of the school district's investment portfolio, the available markets, and the relative value of competing investment instruments.

VIII. INTERNAL CONTROLS

The investment officer shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed by the school board and shall be annually reviewed for compliance by the school district's independent auditors. The internal controls shall be designed to prevent and control losses of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions by officers, employees, or others. The internal controls may include, but shall not be limited to, provisions relating to controlling collusion, separating functions, separating transaction authority from accounting and record keeping, custodial safekeeping, avoiding bearer form securities, clearly delegating authority to applicable staff members, limiting securities losses and remedial action, confirming telephone transactions in writing, supervising and controlling employee actions, minimizing the number of authorized investment officials, and documenting transactions and strategies.

IX. PERMISSIBLE INVESTMENT INSTRUMENTS

The school district may invest its available funds in those instruments specified in Minnesota Statutes sections 118A.04 and 118A.05, as these sections may be amended from time to time, or any other law governing the investment of school district funds. The assets of an other postemployment benefits (OPEB) trust or trust account established pursuant to Minnesota Statutes section 471.6175 to pay postemployment benefits to employees or officers after their termination of service, with a trust administrator other than the Public Employees Retirement Association, may be invested in instruments authorized under Minnesota Statutes chapter 118A or Minnesota Statutes section 356A.06, subdivision 7. Investment of funds in an OPEB trust account under Minnesota Statutes section 356A.06, subdivision 7, as well as the overall asset allocation strategy for OPEB investments, shall be governed by an OPEB Investment Policy Statement (IPS) developed between the investment officer, as designed herein, and the trust administrator.

X. PORTFOLIO DIVERSIFICATION; MATURITIES

- A. Limitations on instruments, diversification, and maturity scheduling shall depend on whether the funds being invested are considered short-term or long-term funds. All funds shall normally be considered short-term except those reserved for building construction projects or specific future projects and any unreserved funds used to provide financial-related managerial flexibility for future fiscal years.
- B. The school district shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.
 - 1. The investment officer shall prepare and present a table to the school board for review and approval. The table shall specify the maximum percentage of the school district's investment portfolio that may be invested in a single type of investment instrument, such as U.S. Treasury Obligations, certificates of deposit, repurchase agreements, banker's acceptances, commercial paper, etc. The approved table shall be attached as an exhibit to this policy and shall be incorporated herein by reference.
 - 2. The investment officer shall prepare and present to the school board for its review and approval a recommendation as to the maximum percentage of the total investment portfolio that may be held in any one depository. The approved recommendation shall be attached as an exhibit or part of an exhibit to this policy and shall be incorporated herein by reference.
 - 3. Investment maturities shall be scheduled to coincide with projected school district cash flow needs, taking into account large routine or scheduled expenditures, as well as anticipated receipt dates of anticipated revenues. Maturities for short-term and long-term investments shall be timed according to anticipated need. Within these parameters, portfolio maturities shall be staggered to avoid undue concentration of assets and a specific maturity sector. The maturities selected shall provide for stability of income and reasonable liquidity.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Before the school district invests any surplus funds in a specific investment instrument, a competitive bid or quotation process shall be utilized. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations or bids shall be requested for instruments which meet the maturity requirement. If no specific

maturity is required, a market trend analysis, which includes a yield curve, will normally be used to determine which maturities would be most advantageous. Quotations or bids shall be requested for various options with regard to term and instrument. The school district will accept the quotation or bid which provides the highest rate of return within the maturity required and within the limits of this policy. Generally, all quotations or bids will be computed on a consistent basis, i.e., a 360-day or a 365-day yield. Records will be kept of the quotations or bids received, the quotations or bids accepted, and a brief explanation of the decision that was made regarding the investment. If the school district contracts with an investment advisor, bids are not required in those circumstances specified in the contract with the advisor.

XII. QUALIFIED INSTITUTIONS AND BROKER-DEALERS

- A. The school district shall maintain a list of the financial institutions that are approved for investment purposes.
- B. Prior to completing an initial transaction with a broker, the school district shall provide to the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with Minnesota statutes governing the investment of public funds. The broker must annually acknowledge receipt of the statement of investment restrictions and agree to handle the school district's account in accordance with these restrictions. The school district may not enter into a transaction with a broker until the broker has provided this annual written agreement to the school district. The notification form to be used shall be that prepared by the State Auditor. A copy of this investment policy, including any amendments thereto, shall be provided to each such broker.

XIII. SAFEKEEPING AND COLLATERALIZATION

- A. All investment securities purchased by the school district shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any Federal Reserve Bank, any bank authorized under the laws of the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minnesota Statutes section 118A.06. The institution or dealer shall issue a safekeeping receipt to the school district listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.
- B. Deposit-type securities shall be collateralized as required by Minnesota Statutes section 118A.03 for any amount exceeding FDIC, SAIF, BIF, FCUA, or other federal deposit coverage.
- C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The school district may accept a safekeeping receipt instead of requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than \$1,000,000.

XIV. REPORTING REQUIREMENTS

- A. The investment officer shall generate daily and monthly transaction reports for management purposes. In addition, the school board shall be provided a monthly

report that shall include data on investment instruments being held as well as any narrative necessary for clarification.

- B. The investment officer shall prepare and submit to the school board a quarterly investment report that summarizes recent market conditions, economic developments, and anticipated investment conditions. The report shall summarize the investment strategies employed in the most recent quarter and describe the investment portfolio in terms of investment securities, maturities, risk characteristics, and other features. The report shall summarize changes in investment instruments and asset allocation strategy approved by the investment officer for an OPEB trust in the most recent quarter. The report shall explain the quarter's total investment return and compare the return with budgetary expectations. The report shall include an appendix that discloses all transactions during the past quarter. Each quarterly report shall indicate any areas of policy concern and suggested or planned revisions of investment strategies. Copies of the report shall be provided to the school district's auditor.
- C. Within ninety (90) days after the end of each fiscal year of the school district, the investment officer shall prepare and submit to the school board a comprehensive annual report on the investment program and investment activity of the school district for that fiscal year. The annual report shall include 12-month and separate quarterly comparisons of return and shall suggest revisions and improvements that might be made in the investment program.
- D. If necessary, the investment officer shall establish systems and procedures to comply with applicable federal laws and regulations governing the investment of bond proceeds and funds in a debt service account for a bond issue. The record keeping system shall be reviewed annually by the independent auditor or by another party contracted or designated to review investments for arbitrage rebate or penalty calculation purposes.

XV. DEPOSITORIES

The school board shall annually designate one or more official depositories for school district funds. The treasurer or the chief financial officer of the school district may also exercise the power of the school board to designate a depository. The school board shall be provided notice of any such designation by its next regular meeting. The school district and the depository shall each comply with the provisions of Minnesota Statutes section 118A.03 and any other applicable law, including any provisions relating to designation of a depository, qualifying institutions, depository bonds, and approval, deposit, assignment, substitution, addition, and withdrawal of collateral.

XVI. ELECTRONIC FUNDS TRANSFER OF FUNDS FOR INVESTMENT

The school district may make electronic fund transfers for investments of excess funds upon compliance with Minnesota Statutes section 471.38.

Legal References:

Minn. Stat. § 118A.01 (Definitions)
Minn. Stat. § 118A.02 (Depositories; Investing; Sales, Proceeds, Immunity)
Minn. Stat. § 118A.03 (When and What Collateral Required)
Minn. Stat. § 118A.04 (Investments)
Minn. Stat. § 118A.05 (Contracts and Agreements)

Minn. Stat. § 118A.06 (Safekeeping; Acknowledgements)
Minn. Stat. § 356A.06, Subd. 7 (Investments; Additional Duties)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.6175 (Trust for Postemployment Benefits)

Cross References:

MSBA/MASA Model Policy 703 (Annual Audit)
Minnesota Legal Compliance Audit Guide for School Districts Prepared
by the Office of the State Auditor

Dawson-Boyd Public Schools Policy# 707

Adopted: _____

Revised: 5-8-2023

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education ("Commissioner"). A licensed physician, an advanced practice nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability.
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by

the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district.

- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.
- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964.
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides.
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located.
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minn. Stat. § 120A.22 by attendance at a nonpublic school.
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota.

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian.

- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.
- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation.
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

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

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.

- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district.
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion.

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

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes section 123B.92, subdivision 1(b)(4), for a resident child with a disability not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.
- B. Resident students with a disability whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district.
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary.
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense

of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district.

- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statutes chapter 125A.

VIII. HOMELESS STUDENTS

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

the school district upon agreement with the school district in which the school of origin is located.

4. A homeless nonresident student enrolled under Minnesota Statutes section 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

IX. AVAILABILITY OF SERVICES

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

X. MANNER OF TRANSPORTATION

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

XI. RESTRICTIONS

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

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minnesota Statutes section 190.05.
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee.

- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

Legal References:

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

Cross References:

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

Dawson-Boyd Public Schools Policy #708

Adopted: _____

Revised: 5-8-2023

#708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries.
- D. The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services, if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner, and method of transportation, control, and discipline of students and any other matter relating thereto shall

be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.

- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district when such services are provided in the discretion of the school district.

IV. STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.
- B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.
- C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care; (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system; (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

- E. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A.

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References: Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 4, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)