

Dawson-Boyd School Board
Monday, June 12, 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/ttq-ehpo-uyf>

Or dial: (US) +1 513-788-2075? PIN: ?337 025 967?#

2. Adopt/Amend Agenda

3. Public Comments

Kelly Wente

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

Boys Basketball update by Keegan Wicht and Aiden Swenson & Track update by Keegan Wicht and Ayanna Hastad.

Presentation of 2023-2024 budget

10 year LTFM plan

6. Information Items:

EMC Property, Auto and Work Comp Insurance renewal for 2023-2024 school year

- a. **Board Member Reports**
 - b. **Teacher Reports**
 - c. **AD/Community Ed/Transportation Reports**
 - d. **School Nurse Reports**
 - e. **Principal Reports**
- No report this meeting**

f. **Technology Director Reports**

No report this meeting

g. **Business Manager Reports**

No report this meeting

h. **Superintendent Report**

7. Discussion/Approval Items:

Closing open enrollment for 4th quarter each year

Presentation of the School Board Self-Eval workshop provided by MSBA. It is a 2-3 hour presentation with many topics reviewed. (Tonya Kelly)

8. Action Items:

8. d. Approval of the 2023-2024 bread, milk & commodities bids

8. e. Approval of the 2023-2024 fiscal year Budget

8. f. Approval of Chris Lehne Drivers Ed/Behind the Wheel tuition reimb position

8. g. Approval of a 1 year facility use agreement with Kurt Schoephoerster for the 2023-2024 school year.

8. h. Approve of the 2023-2024 Property, Auto and Work Comp Insurance with EMC

8. i. Approval of the 2023-2033 LTFM 10 year plan

8. j. Approval of the Director of Performing Arts contract with Allysa Hurley

8. k. Approval of LQP County Foster Care Transportation Agreement for 2023-24

8. l. Approval of addendum on contract for Superintendent Support Services with Troy Ferguson for Holly Ward

a. **Resolution-District Donations**

b. **Approval of School Fundraisers**

None this month

c. Policies

9. Adjournment

Dawson-Boyd Independent School District No. 378
Regular May Board Meeting
May 8, 2023

The regular May meeting of the Board of Education was held on May 8, 2023 in the Dawson-Boyd upstairs common area. Members present were Marotzke, Schindler, Kelly, Buer, Perkins and Lund as well as the administrative staff. Jurgenson was absent. Chair Lund called the meeting to order at 6:00 p.m. The amended meeting agenda was approved (Perkins and Marotzke). There were no public comments.

Regular claims and accounts totaling \$288,658.72, \$3,063.95 for Student Activities & \$28,287.00 for the Building Project were approved as presented (Buer and Marotzke). The Board reviewed electronic transfers and state tax payments made in April. Minutes from the April 10th, 2023 regular meeting, the April 26, 2023 special meeting and the May 7, 2023 Treasurer's report were approved as presented in the consent agenda (Perkins and Schindler).

In district staffing matters, the Board accepted the resignation of Angie Young, Elementary School ECSE Teacher, effective June 30, 2023; the resignation of Emily Moreno, High School Paraprofessional, effective April 21, 2023; the resignation of Kathy Martinez, Elementary School Paraprofessional, effective May 5, 2023; approval of hiring Joey Hiedeman, Elementary School Paraprofessional, to finish out the 2022-2023 school year; approval of hiring Parker Steinke, High School Paraprofessional, to finish out the 2022-2023 school year; approval of hiring Janelle Stender, Elementary Sixth Grade Teacher, effective the 2023-2024 school year; approval of hiring Allysa Hurley, Performing Arts Coordinator, effective July 1, 2023; approval of Maternity Leave for Johanna Unzen from the beginning of the 2023 school year through October 17, 2023 (Kelly and Perkins).

At 6:10 p.m. Chair Lund closed the regular board meeting and opened the required public hearing on the proposed abatement of the parking lots. A public comment was heard from community member Dave Hickey. He asked whether the abatement bonds could be split using a million dollars for the parking lots and bus loading and unloading on Eight Street and then another million dollars for the daycare capacity needs. Michael Hart, with PMA Financial/MN Trust stated the abatement bonds can only be used for the parking lots. The board did tour the area with Chris Ziemer, ICS Project Manager, to get a clearer picture of the parking lot design. Hart presented three options for the tax impact-10,15 and 20 years, but he said the board feedback was they were leaning toward the 15-year term in past meetings. The 15 years for a residential homestead would be \$60 total per year. For \$8,000 of ag homestead, the estimated annual tax increase would be 51 cents per acre per year. The total combined principal and interest is at \$6,620,392. Ag non-homestead impact for 15 years would be 90 cents per acre of estimated market value of \$8,000 an acre. Hart also emphasized the Ag2School credit of 54% credit paid by the statewide taxpayers applying to ag land and buildings. The Ag2School credit does not increase or decrease the tax impact on all other property types. The timeline now includes May/June receiving MN Department of Education approval, preparing the documents and holding the rating call; early July having the bond sale; July 11, 2023 awarding the sale of the bonds and the closing August 3, 2023 so the funds are ready for the projects. The other option if the board didn't approve the projects, more money would have to be taken out of the general fund in addition to trying to use LTFM revenue, which is limited to what the district can

use for the maintenance budget. Ziemer estimated those costs to be around \$750,000.00. As for the indoor air quality work, mechanicals will fail as maintenance staff are finding out. There are 23 heat pumps left to work on and they will be all done at the same time. The board closed the public hearing at 6:42 p.m. The board discussion concerning the three projects then continued. Ziemer indicated the project would add 40+ spots in the elementary lot and another 15 on the east side of the fitness center and will also include the street by the daycare which improves safety all around the school. The board voted separately on the three projects. The roofing project was approved by all in attendance 6-0. The roll call vote was 4-2 in favor of the parking lots and bus loading and unloading with Marotzke, Schindler, Perkins and Buer voting yes and Lund and Kelly voting no. The indoor air quality project was also approved by all in attendance 6-0.

RESOLUTION #R1-66 - NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$749.56, from table donations on show nights of the musical, be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used by the school district in the music department for musical productions (Perkins and Kelly). Members voting in favor of the resolution were Marotzke, Schindler, Kelly, Buer, Perkins and Lund. RESOLUTION #R1-66A - NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gifts of \$85.76 from Our Saviors Lutheran of Baxter for \$35.76 and \$50.00 from Heartland Eyecare, be accepted by the district. BE IT FURTHER RESOLVED, that the gifts will be used by the school district for Backpack for Jacks (Buer and Perkins). Members voting in favor of the resolution were Marotzke, Schindler, Kelly, Buer, Perkins and Lund. There were no dissenting or abstaining votes. RESOLUTION #R1-66B - NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the 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 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, (Buer and Schindler). Members voting in favor of the resolution were Marotzke, Schindler, Kelly, Buer, Perkins and Lund. There were no dissenting or abstaining votes. There were no fundraisers to approve this month.

In the information section of the agenda, Superintendent Ferguson noted and thanked all teachers on Teacher Appreciation week May 8-12th, Administrative Assistance day April 26th, National Principals Day on May 1st, School Lunch Provider day on May 5th, School Nurses Day on May 10th, and National Child Care Provider day May 12th. Ferguson indicated that this will be his last board meeting for the district. He is excited for the district and said new Superintendent Holly Ward is ready to come on board and is very impressed with her commitment to the D-B School and her desire to hit the ground running. Fine-tuning of budget figures will continue through May and the final 2023-2024 budget will be presented at the June 2023 meeting. Superintendent Ferguson also informed the board they will hold off on their board retreat until new Superintendent Holly Ward gets settled. Tony Aafedt,

AD/Transportation Director and Community Ed Coordinator reported on the daycare and the meeting that will be held with SWIF on Friday, May 12th. This meeting will provide input on possible solutions to the daycare at school for capacity, location and staffing. He also stated the MSHSL has approved boys' volleyball for the spring of 2024. A survey went out and only one of twelve schools in the area were possible looking at implementing the sport. This will be looked at again at a later date.

In the discussion/approval items of the agenda the board discussed a possibility of adding a staff member to provide Drivers Ed services in addition to current staff member John Shurb. The cost to train is approximately \$7,000 and so the district might want a five-year commitment from the person hired.

In action items, the board approved a contract with MVCC for special ed services for the 2023-2024 school year (Kelly and Perkins); approved a contract with Greater MN Family Services for the 2023-2024 school year (Buer and Perkins); approved a contract with Teachwell Solutions for the 2023-2024 school year (Marotzke and Perkins); approved a 3 year HVAC maintenance contract with TRANE (Buer and Schindler); approved advertising for sealed bids for the 2023-2024 school year for Bread, Milk, Commodities (Kelly and Perkins); approved advertising for sealed bids for the 2023-2024 school year for Gas/Fuel for Transportation (Buer and Schindler). The board also approved Policy #205 Open Meeting and Closed Meetings (Perkins and Kelly); #705 Investments (Kelly and Schindler); #624 Online Learning Options (Perkins and Marotzke); #619 Staff Development Standards (Ties in with Curriculum Cycle/Training) (Buer and Schindler); #520 Student Surveys (Establish Parameters for info that may be sought in student surveys) (Kelly and Marotzke); #708 Transportation of Nonpublic School Students (Buer and Perkins); #101 Legal Status of the School District (Kelly and Schindler); #511 Student Fundraising (Marotzke and Perkins); #707 Transportation of Public School Students (Buer and Marotzke); #530 Immunization Requirements (Perkins and Kelly).

A teacher report was given by Karen Anderson, High School FACS Teacher. Principals Stotesbery and Hiedeman reviewed a number of student and staff issues including, numerous field trips at each grade level til the end of the school year, Energy Bus themes for April and May, bike rodeo, 5th grade live wax museum, field day and time capsule activity, Artist in Residence program with Ross Sutter, LETRS trainings, the winding down of MCA testing, congratulating Robotics on their strong showing at Nationals in Houston, TX and State, and the FFA Ag Mechanics team on participating at State, Prom, Jr & Sr Hi Pops Concerts, Class Night, Baccalaureate and Commencement being held on Sunday, May 28th, 2023. With no additional issues before the board, Lund adjourned the meeting at 7:24 p.m. (Marotzke and Perkins).

Tonya Kelly, School Board Clerk

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

5/12/2023

\$300,000.00

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

MAY 2023 MANUAL CHECKS

70440	5/09/2023	A & B Auto	\$ 151.85
70441	5/09/2023	Farmers Mutual Telephone	\$ 672.12
70442	5/09/2023	Marshall Golf Club	\$ 20.00
70443	5/09/2023	MN IAAA	\$ 160.00
70444	5/15/2023	Boerger, Dominique	\$ 120.00
70445	5/15/2023	Grove, Tim	\$ 120.00
70446	5/15/2023	Karas, Blake	\$ 120.00
70447	5/15/2023	Lee, Ryan	\$ 120.00
70448	5/15/2023	Marquart, Cory	\$ 120.00
70449	5/15/2023	Rademacher, Michael	\$ 120.00
70450	5/15/2023	Staab, Carlton	\$ 42.00
70451	5/15/2023	Harding, Gracie	\$ 250.00
70452	5/15/2023	Hersom, Ethan	\$ 250.00
70453	5/15/2023	Kittelson, Nathan	\$ 500.00
70454	5/15/2023	Maharaj, Trishana	\$ 1,000.00
70455	5/15/2023	Maharaj, Veda	\$ 1,000.00
70456	5/15/2023	Perkins, Jordon	\$ 750.00
70457	5/15/2023	Perkins, Justin	\$ 700.00
70458	5/15/2023	Steinke, Parker	\$ 1,000.00
70459	5/15/2023	Stratmoen, Elly	\$ 1,000.00
70460	5/15/2023	Vreim, Brandon	\$ 250.00
70461	5/15/2023	Wicht, Keegon	\$ 500.00
70462	5/18/2023	Activity Fund	\$ 560.00
70463	5/18/2023	Adelman, Keith	\$ 190.00
70464	5/18/2023	Anderson, Karen	\$ 49.60
70465	5/18/2023	DB Volleyball Booster	\$ 2,434.00
70466	5/18/2023	DB Trap League	\$ 912.75
70467	5/18/2023	DB Robotics	\$ 912.75
70468	5/18/2023	DB Youth Football	\$ 304.25
70469	5/18/2023	Doschadis, Kevin	\$ 190.00
70470	5/18/2023	EMC Insurance Company	\$ 5.00
70471	5/18/2023	Grace Lutheran Church Youth	\$ 304.25
70472	5/18/2023	Great Plains Natural Gas	\$ 3,750.33
70473	5/18/2023	Hiedeman, Amy	\$ 292.03
70474	5/18/2023	Jack Attack Booster Club	\$ 2,193.06
70475	5/18/2023	Jim's Clothing	\$ 1,226.25
70476	5/18/2023	Kleven, Carrie	\$ 198.75
70477	5/18/2023	Kraemer, Kyle	\$ 990.00
70478	5/18/2023	LQPV Shadows	\$ 304.25
70479	5/18/2023	Lakeshore Learning	\$ 166.17
70480	5/18/2023	Mandi Johnson-Massage Therapy	\$ 500.00
70481	5/18/2023	DB/LQPV Wrestling Booster	\$ 1,217.00
70482	5/18/2023	Mortenson, Rebecca	\$ 51.10
70483	5/18/2023	Overton, Julianna	\$ 57.71
70484	5/18/2023	Pemberton, Sorlie, Rufer & Kershwin	\$ 5,039.62
70485	5/18/2023	Prairie Woods Environmental Learning Center	\$ 822.50
70486	5/18/2023	Rockler Woodworking and Hardware	\$ 69.98
70487	5/18/2023	Stevens Elementary Fundraising	\$ 304.25

70488	5/18/2023	Stratmoen, Megan	\$ 2,129.75
70489	5/18/2023	Stratmoen, Stacy	\$ 417.55
70490	5/18/2023	Weidner Mech Contractors	\$16,726.54
70491	5/18/2023	Eagle Creek Golf Club	\$ 135.00
70492	5/18/2023	Eagle Creek Golf Club	\$ 50.00
70493	5/23/2023	Aafedt, Tony	\$ 45.86
70494	5/23/2023	DB School	\$ 2,129.75
70495	5/23/2023	Staab, Carlton	\$ 42.00
70496	5/23/2023	Tufto, Kelly	\$ 326.42
70497	5/23/2023	Vendor Void	\$ 0.00
70498	5/23/2023	US Bank	\$13,495.64
70499	5/23/2023	Virji, Ayaz	\$ 125.00
70500	5/30/2023	Vendor Void	\$ 0.00
70501	5/30/2023	AFLAC	\$ 826.65
70502	5/30/2023	Vendor Void	\$ 0.00
70503	5/30/2023	Vendor Void	\$ 0.00
70504	5/30/2023	Aviben	\$ 5,863.38
70505	5/30/2023	Aviben	\$ 131.24
70506	5/30/2023	DBEA	\$ 1,876.21
70507	5/30/2023	DB Flex Account	\$ 900.04
70508	5/30/2023	Vendor Void	\$ 0.00
70509	5/30/2023	Vendor Void	\$ 0.00
70510	5/30/2023	Void	\$ 0.00
70511	5/30/2023	ISD #378 (Food Service)	\$ 570.00
70512	5/30/2023	Madison National Life	\$ 928.22
70513	5/30/2023	Void	\$ 0.00
70514	5/30/2023	NCPERS Group Life Ins.	\$ 16.00
70515	5/30/2023	Vendor Void	\$ 0.00
70516	5/30/2023	PERA	\$12,572.56
70517	5/30/2023	TRA	\$29,454.52
70518	5/30/2023	WEX	\$31,374.61
70519	5/26/2023	ISD #378 (Food Service)	\$ 363.28
70520	5/26/2023	US Bank	\$ 104.97
70521	6/07/2023	Ferguson, Troy	<u>\$ 1,672.87</u>
			\$154,289.63

MAY 2023 FEDERAL & STATE TAX PAYMENT

FEDERAL	5/30/23	\$61,058.79	STATE	5/30/23	\$9,240.42
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Check Nbr	Vendor Name	Check Date	Check Amount
70522	A & B AUTO PARTS	06/12/2023	48.86
70523	AAFEDT, ANTHONY	06/12/2023	202.50
70524	ACT INC	06/12/2023	1,695.25
70525	AL'S MERCANTILE	06/12/2023	143.25
70526	ALBERTSON, KASSANDRA J	06/12/2023	14.00
70527	AMERITAS LIFE INSURANCE CORP	06/12/2023	453.16
70528	AMERICAN WELDING & GAS INC	06/12/2023	440.38
70529	ARAMARK UNIFORM SERVICES	06/12/2023	163.93
70530	AVIBEN	06/12/2023	64.23
70531	BOWEN, KIM	06/12/2023	50.00
70532	BRYAN ROCK PRODUCTS	06/12/2023	298.71
70533	BSN SPORTS	06/12/2023	366.50
70534	Vendor Continued Check	06/12/2023	0.00
70535	CITY OF DAWSON	06/12/2023	3,457.77
70536	CLAUSEN, STEPHANIE	06/12/2023	84.30
70537	COUNTRYSIDE PUBLIC HEALTH	06/12/2023	820.00
70538	CULLIGAN WATER CONDITIONING	06/12/2023	928.25
70539	DAHL, AMY	06/12/2023	74.40
70540	DAKTRONICS, INC	06/12/2023	990.00
70541	DAVE'S PLUMBING, HEATING & A/C	06/12/2023	75.00
70542	DAWSON SENTINEL	06/12/2023	483.50
70543	FERGUSON, TROY	06/12/2023	50.00
70544	GRUWELL ELECTRIC	06/12/2023	1,945.54
70545	HIGH POINT NETWORKS	06/12/2023	1,680.00
70546	HILLYARD/HUTCHINSON	06/12/2023	2,764.80

Check Nbr	Vendor Name	Check Date	Check Amount
70547	HORIZON COMMERCIAL POOL SUPPLY	06/12/2023	2,928.38
70548	HUSBY, KRISTI S	06/12/2023	145.80
70549	HUTT'S TEXACO	06/12/2023	67.10
70550	IND. DIST. 378 (FOOD SERVICE)	06/12/2023	118.40
70551	INDEPENDENT SCHOOL DIST. 378	06/12/2023	300.00
70552	JIM'S CLOTHING	06/12/2023	27.00
70553	Vendor Continued Check	06/12/2023	0.00
70554	KEMPS LLC (DBA CASS-CLAY CREAM	06/12/2023	4,226.90
70555	LAC QUI PARLE COOP OIL	06/12/2023	13,090.57
70556	LEHNE, CHRISTOPHER	06/12/2023	122.91
70557	LITTLE CROW TELEMEDIA NETWORK	06/12/2023	340.00
70558	MARCO TECHNOLOGIES LLC	06/12/2023	1,941.83
70559	MARCO TECHNOLOGIES LLC	06/12/2023	6,512.00
70560	MARTINSON, PAM	06/12/2023	52.50
70561	MENARDS	06/12/2023	40.14
70562	MIDWEST TRUCK PARTS, INC	06/12/2023	569.69
70563	MINNESOTA DEPARTMENT OF HEALTH	06/12/2023	180.00
70564	MINNESOTA DEPARTMENT OF HEALTH	06/12/2023	40.00
70565	MORK, PATTI	06/12/2023	44.03
70566	MUSIC STREET	06/12/2023	197.83
70567	NEON NEEDLES INC	06/12/2023	1,721.75
70568	NEVINS, JOHN	06/12/2023	56.00
70569	NEW DOMINION SCHOOL	06/12/2023	1,692.00
70570	OLSON SANITATION LLC	06/12/2023	1,172.30
70571	OMLAND, AMBER L	06/12/2023	71.83

Check Nbr	Vendor Name	Check Date	Check Amount
70572	OTTER TAIL POWER	06/12/2023	12,573.29
70573	OVERTON, JULIANNA M	06/12/2023	34.47
70574	PAN-O-GOLD BAKING COMPANY	06/12/2023	236.52
70575	PEMBERTON, SORLIE, RUFER & KER	06/12/2023	692.50
70576	J.W. PEPPER & SON, INC.	06/12/2023	129.90
70577	Vendor Continued Check	06/12/2023	0.00
70578	PERFORMANCE FOODSERVICE-MARSHA	06/12/2023	20,208.06
70579	PITNEY BOWES GLOBAL FINANCIAL	06/12/2023	554.19
70580	PLUNKETT'S PEST CONTROL	06/12/2023	93.85
70581	RUNNINGS FARM & FLEET	06/12/2023	26.41
70582	Vendor Continued Check	06/12/2023	0.00
70583	SARLETTES MUSIC	06/12/2023	657.97
70584	KEN SATHER CONSTRUCTION LLC	06/12/2023	4,781.56
70585	SCHOOL HEALTH CORPORATION	06/12/2023	279.98
70586	SHURB, JOHN	06/12/2023	817.44
70587	SOUTHWEST METRO INTERMEDIATE D	06/12/2023	1,045.55
70588	STULZ, RICHARD	06/12/2023	131.25
70589	SUMMIT FIRE PROTECTION	06/12/2023	600.00
70590	SWEDZINSKI, DARLA	06/12/2023	88.40
70591	TEACHWELL SOLUTIONS	06/12/2023	7,125.00
70592	THE MCDOWELL AGENCY INC	06/12/2023	123.00
70593	TIM'S FOOD PRIDE	06/12/2023	285.05
70594	TRW SERVICES	06/12/2023	1,200.00
70595	US AWARDS	06/12/2023	360.82
70596	WAGER CHIROPRACTIC P.L.L.C.	06/12/2023	450.00

Check Nbr	Vendor Name	Check Date	Check Amount
70597	WICHT, KRISTYN	06/12/2023	81.14
76	Computer	Check(s) For a Total of	105,529.64

Check Nbr	Vendor Name	Check Date	Check Amount
70477	KRAEMER, KYLE	06/11/2023	990.00
1	Void	Check(s) For a Total of	990.00

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
76	Computer	Checks For a Total of	105,529.64
Total For 76	Manual, Wire Tran, ACH & Computer Checks		105,529.64
Less 1	Voided	Checks For a Total of	990.00
		Net Amount	104,539.64

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
01	GENERAL FUND	576.16	8,818.79	65,239.91	74,634.86
02	FOOD FUND	0.00	737.79	24,671.48	25,409.27
04	COMMUNITY EDUCAT	0.00	0.00	4,495.51	4,495.51

Check Nbr	Vendor Name	Check Date	Check Amount
70598	HASSLEN CONSTRUCTION CO INC	06/12/2023	16,726.54
70599	ICS CONSULTING, LLC	06/12/2023	6,953.38
70600	TRANE U.S. INC	06/12/2023	2,657.00
70601	W.E. NEAL SLATE CO	06/12/2023	1,698.00
70602	WEIDNER MECH CONTRACTORS	06/12/2023	1,528.20
5	Computer	Check(s) For a Total of	29,563.12

Check Nbr	Vendor Name	Check Date	Check Amount
70490	WEIDNER MECH CONTRACTORS	06/11/2023	16,726.54
1	Void	Check(s) For a Total of	16,726.54

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
5	Computer	Checks For a Total of	29,563.12
Total For 5	Manual, Wire Tran, ACH & Computer Checks		29,563.12
Less 1	Voided	Checks For a Total of	16,726.54
		Net Amount	12,836.58

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	12,836.58	12,836.58

INDEPENDENT SCHOOL DISTRICT NO. 378

TREASURER'S REPORT TO SCHOOL BOARD

DATE: JUNE 8, 2023

MONTH: MAY 2023

FUNDS	BEGINNING OF MONTH BAL.	CURRENT MONTH ACTIVITY	OTHER	END OF MONTH BALANCE
GENERAL	-\$77,929.98	-\$59,036.80	\$0.00	-\$136,966.78
FOOD SERVICE	\$138,488.58	\$5,065.62	\$0.00	\$143,554.20
COMMUNITY SERVICE	-\$9,495.14	\$54,022.68	\$0.00	\$44,527.54
BUILDING/CONST	-\$116,814.69	-\$28,287.00	\$0.00	-\$145,101.69
DEBT REDEMPTION	\$251,057.13	\$369,566.38	\$0.00	\$620,623.51
TRUST AND AGENCY	\$5,250.00	-\$500.00	\$0.00	\$4,750.00
TOTALS	\$190,555.90	\$340,830.88	\$0.00	\$531,386.78

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
\$591,998.47	-60,611.69					\$531,386.78

INVESTMENTS

REGULAR FUND-600216	CERTIFICATE NUMBER	DOLLAR AMOUNT
MSDLAF		\$0.00
MSDMAX		\$0.00
MNTRUST		\$1,883,070.51
TOTAL		\$1,883,070.51

Hiring of Anne Jo Voorhees, ECSE Teacher, effective the 2023-2024 school year

Resignation of Brian Schneider, custodian, effective June 4, 2023

Resignation of Ken Menning, custodian, effective June 8, 2023

Resignation of Johanna Unzen, Elementary School Teacher, effective June 6, 2023

Resignation of Kevin Brent, Jr Hi Softball coach, effective at the end of the 2022-2023 season

Retirement of Joyce Hustad effective at the end of the 2022-2023 school year

Maternity leave for Ashley Schacherer from December 4, 2023-March 22, 2024

Maternity leave for Bethany Wager from September 19, 2023-January 2, 2024

Non renewal of Kelly Wente as Head Softball Coach



210 – 2nd Avenue SW
Milaca, MN 56353

320-983-3913 Phone
320-983-3918 Fax
www.princetonins.com

**Renewal Summary
Prepared for:**

**2023-2024
EMC**

ISD #378 Dawson-Boyd

This presentation is designed to give you an overview of the insurance coverages we are offering for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

Agency Personnel/Service Team

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Agent
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Jay Goslinga, CIC, CSRM, CPIA
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This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

Named Insured

Named Insured

Name:

ISD 378 Dawson-Boyd

Location Schedule

Loc #	Address	City	State	Zip
00001	848 Chestnut Street	Dawson	MN	56232
00002	880 Walnut Street	Dawson	MN	56232
00003	100 Johnson Street	Dawson	MN	56232
00004	650 9th St	Dawson	MN	56232
00005	100 Elm St	Dawson	MN	56232

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

Commercial General Liability

Coverage Form Used

Coverage Type	Commercial General Liability
Occurrence/Claims Made	Occurrence

Limits of Liability

Coverage	Limit	Ded
Each Occurrence	1,000,000	
General Aggregate	2,000,000	
Products/Completed Ops Aggregate	2,000,000	
Personal & Advertising Injury	1,000,000	
Damage to Rented Premise	500,000	
Medical Expense	10,000 <i>Student Med Pay Excluded</i>	
Employee Benefits	1,000,000 each employee <i>—was 500,000</i> 2,000,000 aggregate <i>—was 1,000,000</i>	1,000 <i>Retro Date 09/22/2011</i>
Violent Response	1,000,000 per event 1,000,000 aggregate 25,000 each person	
School Leaders Errors & Omissions Liability/Linebackers	1,000,000 each loss 1,000,000 each claimant 1,000,000 aggregate	\$1,000 <i>Retro Date 09/22/2011</i>
Abuse & Molestation	Included	

General Liability Elite Extension included

Daycare	#61
K-8	#376
9-12	#170
Staff	#43

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

Schools

General Liability Coverage Extension



EMC's General Liability Essential Extension and Elite Extension are available for use on most school policies.

General Liability Coverage	Essential	Elite
Additional Insured: Primary and noncontributory	Not included	Included; automatic if required by contract
Additional Insured: School clubs or organizations	Not included	Included
Additional Insured: School safety patrol members	Included	Included
Battery or Solar Powered Automobile	Included	Included
Blanket Additional Insured: Specified relationships	Not included; except manager or lessor of a premises, state or political subdivision, and person or organization from which you lease equipment	Included if required by contract
Damage to Premises Rented to You: Fire legal liability	\$300,000; includes fire, lightning, explosion, smoke and sprinkler leakage damage	\$500,000; includes fire, lightning, explosion, smoke and sprinkler leakage damage
Expected or Intended Injury: Corporal punishment and reasonable force	Included; bodily injury and physical damage	Included; bodily injury and physical damage
Extended Property Damage Coverage for Borrowed Equipment and Customer Goods: Care, custody and control	\$100,000 per occurrence/ \$100,000 policy/\$250 deductible	\$100,000 per occurrence/ \$100,000 policy/\$250 deductible
Fellow Employee Coverage	Included	Included
Fire, Lightning or Explosion Damage	Expanded definition	Expanded definition
General Liability Conditions: Duties in event of accident	Included; clarifies the requirement	Included; clarifies the requirement
General Liability Conditions: Unintentional failure to disclose exposures	Included	Included
Health Care Service Professionals as Insureds: Employees and volunteers	Included	Included
Health Care Service Professionals as Insureds: Incidental malpractice for nonemployees	Not included	Included
Liberalization	Automatic revisions	Automatic revisions
Medical Payments Limit	\$5,000; if not otherwise excluded or reduced	\$10,000; if not otherwise excluded or reduced
Medical Payments Reporting Period	3 years extended reporting	3 years extended reporting
Mental Anguish	Included in definition of "bodily injury"	Included in definition of "bodily injury"
Newly Formed or Acquired Organizations as Insureds	Until the 180th day	Until the end of the policy period
Nonowned Aircraft	Not included	Included
Nonowned Watercraft	Included; no length limitation	Included; no length limitation

See reverse for more coverage details.

General Liability Coverage	Essential	Elite
Property Damage: Elevators	Amendment of exclusions regarding elevators; reduces application of care, custody or control exclusion	Amendment of exclusions regarding elevators; reduces application of care, custody or control exclusion
Subsidiaries as Insureds	Not included	When you own more than 50% of the voting stock on the effective date of the policy
Supplementary Payments: Bail bonds/Loss earnings	\$3,000 bail bond limit; \$350 loss of earnings	\$5,000 bail bond limit; \$500 loss of earnings
Supplementary Payments: Indemnifying attorney's fees and reasonable expenses	Included; up to \$100,000 if conditions met	Included; up to \$100,000 if conditions met
Unmanned Aircraft: Limited to school activities	Included	Included
Waiver of Transfer of Rights of Recovery	Not included	Included if required by contract

Disclaimer: The information on these two pages is only a summary of coverage and is subject to policy conditions, limitations and exclusions that may vary from state to state. Refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

*Count on EMC**

EMC Insurance Companies is in the top 50 property and casualty organizations in the United States and is one of the largest in Iowa, based on net written premium. EMC is rated A (Excellent) by AM Best, the premier insurance credit rating organization that rates a company's ability to meet its obligations to policyholders.*

Organized in 1911 to write workers' compensation protection in Iowa, EMC Insurance Companies now offers property and casualty insurance products and services throughout the United States and writes reinsurance contracts worldwide. With more than 100 years of experience, customers know they can *Count on EMC*—and you can too.

EMC Insurance Companies
717 Mulberry Street
Des Moines, IA 50309
800-447-2295 • 515-280-2511

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*For the latest rating, visit ambest.com.

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Violent Event Response

Coverage for Schools

count on

EMC
INSURANCE

Though not frequent, violent events at schools do happen. Help your clients protect their schools from the unexpected.

Coverage Benefits

Most general liability policies cover legal liability associated with a violent event; however, other potential expenses are associated with such an event that would not be covered. EMC offers this optional coverage on a no-fault basis for certain additional expenses such as:

- Death benefits
- Medical expenses
- Personal counseling
- Group counseling
- Funeral expenses
- Loss of income
- Wages of temporary personnel
- Rental of substitute premises
- Additional transportation expense for students
- Security services
- Public relations consultant
- Media and communications costs

Coverage Pricing

Number of Students	\$100,000/\$100,000	\$250,000/\$250,000	\$500,000/\$500,000	\$1,000,000/\$1,000,000
0-299	\$ 20	\$ 55	\$ 75	\$ 105
300-499	40	90	160	225
500-999	78	135	300	420
1,000-2,499	195	425	725	1,015
2,500-3,999	320	600	1,250	1,750
4,000-5,499	405	775	1,575	2,205
5,500-6,999	580	1,175	2,250	3,150
7,000-8,999	715	1,425	2,775	3,885
9,000-11,999	940	1,925	3,650	5,110
12,000-14,999	\$1,160	\$2,300	\$4,550	\$6,370
15,000+	Contact your underwriter			



What Is a Violent Event?

A violent event is one that:

- Is caused by an intentional criminal act or series of acts
- Involves the use of a physical object or weapon, other than the human body, for the purpose of causing injury to any person
- Results in at least one or more persons, other than the perpetrator, sustaining a serious bodily injury or being held hostage

Contact Us

For more detailed information about this coverage, contact your EMC underwriter or marketing representative.

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Schools face unique situations and exposures that require special coverage for their officials. EMC has the expertise to provide that much-needed coverage.

When your school client is protected with an EMC linebacker policy for school officials, they are covered for wrongful acts rendered in the performance of organizational duties on the insured's behalf. School officials' wrongful acts and employment wrongful acts are included. Linebacker coverage is a claims-made policy. Prior acts coverage may be available.

Linebacker Coverage Benefits

Linebacker school officials errors and omissions (E&O) and employment practices liability covers:

- The organization named in the declarations
- The organization's past, present and future employees, teachers, student teachers, volunteers and appointed school officials
- The estates, heirs or legal representatives of deceased persons who were insureds
- Insureds serving on boards of other tax-exempt entities at the direction of the insured organization

School Officials' Wrongful Acts

- Actual or alleged errors
- Misstatements or misleading statements
- Acts, omissions, neglect or breach of duty by an insured in the discharge of organizational duties

Employment Wrongful Acts

The following actual or alleged practices directed against your employees, leased workers, temporary employees, former employees and applicants for employment for which remedy is sought under any federal, state or local statutory or common civil employment law:

- Wrongful refusal to employ
- Wrongful failure to promote or deprivation of career opportunity
- Wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline

- Wrongful termination of employment including retaliatory or constructive discharge
- Employment-related misrepresentation
- Harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, gender, age, pregnancy, sexual orientation (where applicable) and more
- Oral or written publication of material that slanders, defames or libels an employee or invades right of privacy

Defense Costs

EMC Insurance Companies provides defense costs that are:

- Covered outside policy limit, except those involving nonmonetary claims
- First-dollar coverage (after deductible)

Common Claims Covered

- Discrimination (age, race, color, national origin)
- Disability discrimination
- Wrongful termination of an employee
- Harassment

The statements contained in this brochure do not constitute a guarantee of coverage. All policies are subject to the terms, conditions and exclusions in the Linebacker Public Officials and Employment Practices Liability Coverage Form.

Why Your Client May Need School Linebacker Coverage

The following are examples of the types of claims covered by EMC and their associated costs:

\$295,000	Contract dispute
\$155,000	Discrimination allegation
\$135,000	Wrongful termination allegation
\$58,000	Failure to accommodate disability
\$70,000	Open records request lawsuit
\$40,000	Student Individualized Education Program (IEP) complaint

This resource is intended to provide additional information to EMC agents and is not intended for distribution to policyholders.

Contact Us

Contact your EMC marketing representative or underwriter for more information.

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Subject of Insurance

Loc #	Bldg #	Description	Subject of Insurance	Limits	Ded	Valuation
<i>TOTAL BLANKET LIMIT</i>			<i>Building, BPP & Prop in Open</i>	<i>59,588,831 Expiring 53,136,477</i>		
00001	00001	High School/ Elementary	Building	52,104,656 <i>Expiring 45,710,802</i>	2,500	RC
00001	00001		Personal Property	6,269,625 <i>Expiring 6,269,625</i>	2,500	RC
00001	00002		Property In The Open	108,160 <i>Expiring 108,160</i>	2,500	RC
00002	00001	Custodian Garage	Building*	78,000 <i>Expiring 78,000</i>	2,500	RC
00003	00001	Bus Garage and Office	Building*	820,485 <i>Expiring 721,681</i>	2,500	RC
00003	00001		Personal Property	15,791 <i>Expiring 15,791</i>	2,500	RC
00004	00001	Storage Garage	Building*	13,160 <i>Expiring 13,160</i>	2,500	RC
00004	00001		Personal Property	7,897 <i>Expiring 7,897</i>	2,500	RC
00005	00001	West Storage Building	Building*	26,318 <i>Expiring 26,318</i>	2,500	RC
00005	00001		Personal Property	6,579 <i>Expiring 6,579</i>	2,500	RC
00005	00002	Football Pressbox	Building	30,000 <i>Added coverage</i>	2,500	RC
00005	00003		Property In The Open	108,160 <i>Expiring 108,160</i>	2,500	RC

**Cosmetic Damage Exclusion applies to roof surfaces due to wind/hail*

SCHOOL PROPERTY EXTENSION INCLUDED

Business Income/Extra Expense: \$2,000,000

Property off premise and In Transit: \$50,000 limit/\$250 ded

Loss payable:

-Kinetic Leasing, Inc

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

School Property

Coverage Extension CP7123



EMC's Commercial Property School Extension is available for use on most school policies.

Property Coverage	Extension CP7123
Accounts Receivable	\$250,000
Agreed Value	Available upon request
Appurtenant Buildings and Structures	\$100,000
Arson Reward Payment	\$25,000
Blanket Coverage for Buildings and Business Personal Property	Available upon request
Business Income and Extra Expense	\$2,000,000
Changes or Extremes in Temperature or Humidity	\$15,000
Combined Deductible	Single deductible if inland marine and auto physical damage coverage is written by EMC
Cost of Taking Inventory Expense	\$50,000
Debris Removal	25% plus \$250,000
Electronic Data	\$100,000
Equipment Breakdown	Available upon request
Expediting Expenses	\$50,000
Fine Arts	\$100,000
Fire Department Service Charge	\$50,000
Fire Extinguisher Systems Expense	Actual cost incurred
Foundations of Buildings and Pilings	\$1,000,000
Legal Liability (includes personal property)	\$250,000
Lock Replacement and Rekeying	\$25,000
Money and Securities	\$10,000
Newly Acquired:	
Buildings	\$2,000,000
Business income	\$500,000
Business personal property	\$2,000,000
Period of coverage	Up to 120 days
Nonowned Detached Trailers	\$15,000
Ordinance or Law	Included
Outdoor Property	\$500,000/\$1,000 any one tree, shrub or plant
Personal Effects and Property of Others	\$100,000; replacement cost on personal property of others
Pollutant Cleanup and Removal	\$100,000
Premises Boundary Definition	1,000 ft
Preservation of Property	Included up to 90 days

See reverse for more coverage details.

Property Coverage

Extension CP7123

Property: Off premises and in transit	Available upon request
Spoilage (perishable stock)	\$50,000
Synthetic Athletic Tracks or Surfaces*	Included
Underground Fiber Optic Cable*	Included; \$2,500 deductible applies
Underground Pipes*	Included
Unreported Buildings and Structures	\$50,000 (option to increase)
Utility Services: Direct damage (includes overhead transmission lines) and time element	\$100,000
Valuable Papers and Records	\$500,000 (includes cost of research)
Water Backup and Sump Overflow/Discharge From Sewer, Drain or Sump	\$100,000

*Denotes coverage subject to policy limits.

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Commerical Inland Marine

Equipment Floater Coverage

Coverage	Total Limit	Ded
Scheduled Equipment	39,675	500

Scheduled Equipment

Item #	Year	Manufacturer	Model	Description	ID/Serial #	Limit
0001	2021	Club Car	700	Carryall	ML2150 239858	12,750
0002	2013	John Deere	2032R	MCS Powerflow	1LV2032RCDH111200	22,425
0003		John Deere		62" on ramp mid mount side discharge mower	1M02562APHM100204	4,500

Unscheduled Equipment

Description	Total Limit	Ded
Property in Transit or Off Premise	25,000	500

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

Crime

Subject of Insurance

Coverage	Limit	Deductible
Employee Theft	300,000 <i>did not have</i>	3,000
Computer & Funds Transfer Fraud	300,000 <i>did not have</i>	3,000
Forgery or Alteration	300,000 <i>did not have</i>	3,000
Included Credit, Debit or Charge Card Forgery	300,000 <i>did not have</i>	3,000
Theft of Money & Securities-Inside the Premise	300,000 <i>did not have</i>	2.500
Robbery/Safe Burglary Money & Securities-Inside Premise	300,000 <i>did not have</i>	2.500

Cyber Solutions

Data Compromise

Coverage	Limit	Deductible
Response Expense	100,000	1,000
Defense & Liability	100,000	1,000
Identity Recovery	25,000	0

Cyber Coverage

Coverage	Limit	Deductible
Computer Attack	100,000	1,000
Loss of Business Sublimit	50,000	1,000
Cyber Extortion Sublimit	10,000	1,000
Public Relations Sublimit	10,000	1,000
Network Security Defense & Liability	100,000	1,000

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

CyberSolutions

Almost every business relies on data and computer systems, and when these systems experience an attack, critical information can be lost. The effects of a cyber attack or data breach, including loss of income and expensive litigation, can be long lasting and financially devastating.



Coverage When You Need It Most

CyberSolutions from EMC Insurance Companies provides the robust protection you need to respond to and recover from a data breach or cyber attack.

Available to a wide variety of businesses and organizations, CyberSolutions helps pay for the costs associated with:

- Computer software restoration
- Data recovery
- Third-party liability protection
- Cyber extortion
- Response efforts
- Defense and liability
- Identity recovery for key individuals within your organization

Cyber Liability Component

The cyber liability component of CyberSolutions protects your organization against two related risks: computer attacks and liability to third parties due to security weaknesses in your computer systems.

Computer Attacks

When a computer attack causes damage to your electronic data and computer systems, CyberSolutions pays for the costs associated with recovery, including:

- Data Re-Creation*
- Data Restoration
- Loss of Business*
- Misdirected Payment Fraud*
- Public Relations Services*
- System Restoration

*Sublimits apply

Electronic Media Liability

Electronic media liability coverage provides defense and settlement costs in the event of a lawsuit alleging that information displayed by the policyholder on a website caused damage to a third party.

Network Security Liability

Network security liability provides coverage for defense costs (within the policy limits) and associated settlement and judgment costs arising from actions brought by third parties who allege injuries as a result of a failure in the security of your business systems.

Data Compromise Component

The data compromise component of CyberSolutions provides the following coverages to help you notify and assist your clients and others following a breach of personal information:

Response Expense Coverage

Includes coverage for costs associated with:

- Legal and forensic information technology review
- Public relations and notification to affected individuals
- Regulatory and payment card industry fines and penalties

Also includes services for the affected individuals:

- A toll-free help line
- Credit monitoring
- Identity restoration case management

Defense and Liability Coverage

Provides coverage for data compromise defense and liability (within the policy limits) in the event that affected individuals or a government entity brings an action against you. There must first be a covered loss under the response expense coverage before defense and liability coverage goes into effect.

Identity Recovery Coverage

Provides expense reimbursement and case management services caused by an identity theft for key individuals within your organization. Covered expenses may include:

- Child and elder care costs
- Lost wages
- Mental health counseling
- Various legal costs

Policyholders who are victims of covered identity thefts are assigned a case manager who provides a wide range of identity recovery services, including letter writing, phone calls, credit report requests, follow-up and record keeping.

Claim and Legal Services

Claim services are provided by data compromise and identity recovery claim specialists. Policyholders who need legal defense are represented by experienced law firms—a service that would normally be too expensive for many business owners.

Tools and Resources Through eRiskHub®

With CyberSolutions, you'll also receive access to eRiskHub, an online risk management portal that includes tools to manage cyber security risks and resources to help you stay informed of the latest security threats.

Learn more about eRiskHub on our website. ~

Cyber Safety®

Cyber Safety® scans for vulnerabilities in your web applications. Get a report that details any issues that are identified. Take action to eliminate security vulnerabilities. Training is provided to improve employee security awareness, provide a skills assessment and customized training based on each employee's strengths and weaknesses. You can meet contractual and regulatory obligations with customizable security policies. With an increasingly complex regulatory landscape, Cyber Safety® makes it easier than ever to stay in compliance.



Visit www.emcins.com/businessins/cybersolutions to view more information about CyberSolutions, including real examples of how this coverage can protect your business or organization.

Learn More

To learn more about CyberSolutions, visit emcins.com or contact your local independent agent.

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Disclaimer: The contents of this brochure are for informational purposes only and are not intended to be all-inclusive. Refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

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Commercial Automobile Coverage

Coverages/Limits

Coverage Description	Limits
Combined single limit	1,000,000
Uninsured/Underinsured motorist	1,000,000
Hired/Non Owned Auto Liability	1,000,000
PIP-Basic	20,000
Comprehensive Deductible	500
Collisions Deductible	1,000

AUTO ELITE SCHOOL EXTENSION INCLUDED

Vehicle and Drivers List attached-please verify accuracy

Additional Insured/Loss payable:

-SCB Public Finance : 2021 BB #370037

-Santander Bank NA : 2020 IC #211322, 2020 IC #844591, 2020 IC #844592

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

Business Auto Vehicle Schedule

Renewal 2023-2024

Agency: Princeton Agencies Inc
 210 2nd Ave SW
 Milaca, MN 56353
 (320)983-3913
www.princetonins.com

For: ISD 378 Dawson-Boyd
 848 Chestnut Street
 Dawson, MN 56232
 Bus: (320)769-2955
www.dwby.k12.mn.us

Veh#	Cus#	Year	Make/Model	VIN	Garaged	Class	Cost New	Liab	PIP	Med	UM	UIM	Comp	Coll	SP	Stated Amt
Policy No: EMC LOB: AUTOB																
00001	00009	1990	Chev/15 psgr	128980				X	X	X	X	X	500	1,000		
00002	00006	2010	IC CE/65 psgr	165277				X	X	X	X	X	500	1,000		
00003	00005	2004	IC CE/65 psgr	970421				X	X	X	X	X	500	1,000		
00004	00004	2007	Thomas/77 psgr	W15034				X	X	X	X	X	500	1,000		
00005	Maint	1997	Dodge/Pick up	763292				X	X	X	X	X	500	1,000		
00006	21-11	2011	Ford/Econoline 8 psgr	B20221				X	X	X	X	X	500	1,000		
00007	00016	2014	IC CE/60 psgr	356553				X	X	X	X	X	500	1,000		
00008	00017	2014	IC CE/71 psgr	356555				X	X	X	X	X	500	1,000		
00009	23-18	2018	Ford/Trans Connect 7 psgr	364224				X	X	X	X	X	500	1,000		
00010	00018	2019	IC CE/65 psgr	613276				X	X	X	X	X	500	1,000		
00011	24-19	2019	Chev/Cruze	120129				X	X	X	X	X	500	1,000		
00012	00001	2021	Blue Bird/77 psgr	370037				X	X	X	X	X	500	1,000		
00013	00010	2020	Intl/77 psgr	211322				X	X	X	X	X	500	1,000		
00014	25-19	2019	Dodge/Handicap van 6 psgr	728552				X	X	X	X	X	500	1,000		
00015	26-16	2016	Crysler/200	171768				X	X	X	X	X	500	1,000		
00016	00008	2021	Chev Collins/Mini bus 14	264875				X	X	X	X	X	500	1,000		
00017	27-16	2016	Chev/Traverse	303905				X	X	X	X	X	500	1,000		
00018	00014	2014	Blue Bird/65 psgr	303818				X	X	X	X	X	500	1,000		
00019	00011	2020	Intl/65 psgr	844591				X	X	X	X	X	500	1,000		
00020	00012	2020	Intl/65 psgr	844592				X	X	X	X	X	500	1,000		
00021	00002	2012	IC CE/59 psgr	588992				X	X	X	X	X	500	1,000		
00022	00003	2007	Thomas/77 psgr	W15040				X	X	X	X	X	500	1,000		

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

Business Auto Driver Schedule

Renewal 2023-2024

Agency: Princeton Agencies, inc
 210 2nd Ave SW
 Milaca, MN 56353
 (320)983-3913
 www.princetonins.com

For: ISD 378 Dawson-Boyd
 848 Chestnut Street
 Dawson, MN 56232
 Bus: (320)769-2955
 www.dwby.k12.mn.us

Driver Number	Driver Name	DOB	License Number	License State
0001	Mark Storlien		K000004109800	MN
0002	Randy Tensen		R528121701515	MN
0003	Brad Benson		W643231141113	MN
0004	Jim Michels		D664067413416	MN
0005	Harlan Kosmalski		E065002118811	MN
0006	Preston Schwegel		R188171213517	MN
0007	Josh Dorn		Q697156110422	MN
0008	Chris Lehne		Z066284105312	MN
0009	Todd Hennegberg		G857031311320	MN
0010	Brett Buer		D524037482911	MN
0011	Lowell Berglund		P386104948417	MN
0012	Stanely Munstermann		F246064358112	MN
0013	Derek Gritmacker		F466076493516	MN
0014	Austin Ireland		L672115605415	MN
0015	Andy Greiner		P166199499613	MN
0016	Kevin Norman		Y405251177709	MN

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

School Auto

Coverage Extensions



EMC's Auto School Essential Extension and Elite Extension are available for use on most school policies.*

Auto Coverage	Essential	Elite
Additional Insured: Volunteer worker	Included	Included
Airbag Accidental Discharge	Included; mechanical breakdown exclusion does not apply	Included; mechanical breakdown exclusion does not apply
Audio, Video and Data Electronic Equipment	\$1,000 limit	\$5,000 limit
Auto Loan/Lease Coverage: Unpaid amounts, penalties, fees	Not included	Included; \$500 max for fees or penalties
Autos Rented or Hired by Employees	Not included	Included
Battery or Solar Powered Auto	Included; racing exclusion does not apply	Included; racing exclusion does not apply
Blanket Additional Insured	Written agreement	Written agreement
Blanket Waiver of Subrogation	Not included	Included
Business Auto Conditions: Duties in event of accident	Included	Included
Business Auto Conditions: Unintentional failure to disclose exposures	Included	Included
Employees as Additional Insureds	Not included	Included
Extra Expense for Stolen Auto	Not included	Included
Fellow Employee	Not included	Included
Glass Repair or Replacement: Waiver of deductible	No deductible	No deductible
Hired Auto Physical Damage	Included; \$75,000 limit	Included; no limit
Hired Auto Physical Damage: Lessors financial loss when liable for accident	Not included	\$1,000 per accident
Liberalization	Automatic revisions	Automatic revisions
Locksmith Services (including electronic)	\$50 private passenger	\$250 private passenger
Loss of Two or More Covered Autos, Same Accident	One deductible	One deductible
Mental Anguish	Included in definition of "bodily injury"	Included in definition of "bodily injury"
Newly Formed or Acquired Organizations	Up to 180 days after acquisition	Up to 180 days after acquisition
Personal Auto: Physical damage recovery	\$1,000 or reimburse the deductible, whichever is less	\$4,500 or reimburse the deductible, whichever is less
Personal Effects	Not included	\$500 limit
Personal Property of Others	\$1,000 limit	\$1,000 limit
Rental Reimbursement: Not theft	\$50/day, 30 days; \$1,500 max	\$75/day, 30 days; \$2,250 max
Replacement Cost on New Autos	Not included	Included, if less than 180 days

*These forms are not available unless a scheduled auto is included on the policy. These forms are only available when the EMC school form is applicable.

See reverse for more coverage details.

Auto Coverage	Essential	Elite
Subsidiaries as Insureds	Included when you own 50% of the voting stock on the effective date of this policy	Included when you own 50% of the voting stock on the effective date of this policy
Supplementary Payments: Bail bonds/Loss earnings	\$3,000 for bail bonds; \$350 loss of earnings	\$5,000 for bail bonds; \$500 loss of earnings
Temporary Substitute Autos: Physical damage coverage	Not included	Included
Towing	\$100 private passenger; \$500 other than private passenger	\$100 private passenger; \$500 other than private passenger
Transportation Expense: For total theft	\$75/day; \$1,000 max	\$75/day; \$2,500 max

Disclaimer: This is only a summary of coverage and is subject to policy conditions, limitations and exclusions that may vary from state to state. Please refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

Count on EMC®

EMC Insurance Companies is in the top 50 property and casualty organizations in the United States and is one of the largest in Iowa, based on net written premium. EMC is rated A (Excellent) by AM Best, the premier insurance credit rating organization that rates a company's ability to meet its obligations to policyholders.*

Organized in 1911 to write workers' compensation protection in Iowa, EMC Insurance Companies now offers property and casualty insurance products and services throughout the United States and writes reinsurance contracts worldwide. With more than 100 years of experience, customers know they can *Count on EMC*—and you can too.

EMC Insurance Companies
717 Mulberry Street
Des Moines, IA 50309
800-447-2295 • 515-280-2511

www.emcins.com



INDEPENDENT
INSURANCE AGENTS



*For the latest rating, visit ambest.com.

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Workers Compensation

Part 1 Workers Compensation State Information

State	Employer Number	Other Rating Number
MN	416001874	271251421

Part 2 Employers Liability Information

Coverage	WC & Employer's liability
Each Accident	500,000
Disease-Policy Limit	500,000
Disease-Each Employee	500,000
Experience Mod	1.44

Rating Information

State	Class Code	Categories, Duties, Classifications	Rating Basis	Exposure
MN	9101	School All Other Employees	Remuneration	364,346
MN	7382	Bus Co-All Other Employees & Drivers	Remuneration	159,821
MN	8385	Bus Co-Garage Employees	Remuneration	77,107
MN	8868	School-Professional Employees & Clerical	Remuneration	4,313,949

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

Policy Coverage Limits

Coverage	Limit	Retention Amount
Umbrella	1,000,000	0

Underlying Auto Liability

Auto Single Limit/BI Per Person	Auto BI Per Accident	Auto Property Damage
1,000,000		

Underlying General Liability

GL Each Occurrence	GL Gen Aggregate	GL Prod & Comp Ops Aggregate	GL Pers & Adv Injury	GL Medical Expense
1,000,000	2,000,000	2,000,000	1,000,000	10,000

Underlying Employers Liability

EL Each Accident	EL Disease Policy Limit	EL Disease Each Employee
500,000	500,000	500,000

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

Premium Summary

Company: EMC

<i>Description Of Coverage</i>	<i>Renewal</i>	<i>Expiring</i>
Property	\$ 55,546.46	\$ 46,289.68
General Liability	\$ 5,677.00	\$ 5,165.00
School Leaders E&O/Linebackers	\$ 6,628.00	\$ 5,286.00
Inland Marine	\$ 337.00	\$ 337.00
Cyber Solutions	\$ 673.00	\$ 673.00
Crime	\$ 854.00	N/A
Business Auto	\$ 21,113.00	\$ 17,066.00
Workers Compensation	\$ 42,376.00	\$ 42,350.00
Umbrella/Excess	\$ 2,494.00	\$ 2,025.00
Total Annual Premium	\$135,698.46	\$119,191.68

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.



Choosing the right workers' compensation carrier

Even one on-the-job injury can have a significant impact on your employee, and your business. Managing workers' compensation claims can be complex. You need an experienced partner you can trust.

An expert, when you need it

You probably don't think you'll ever have an employee injury. We hope you don't. But if the worst happens, you'll want an expert to guide you through the complex workers' compensation process and help your employee return to health and productivity.

That's our specialty. As an insurance company focused solely on workers' compensation, we have the best resources to resolve even the most challenging workers' compensation claims, such as:



- Locally based, experienced claims representatives who can answer your questions



- 24-hour nurse hotline that gives injured workers an immediate treatment recommendation



- In-house doctors and nurses who can monitor the course of treatment



- In-house attorneys who can assist in the event of litigation

A competitive advantage for your business

Having the best workers' compensation insurer puts you at a distinct advantage.

Even one mismanaged work injury can cost you significant time, money and productivity. Workers' compensation claims can linger on for years, raising your workers' compensation premiums.

That's why keeping your employees safe and managing claims well gives you a real edge over your competition.

Avoiding work injuries altogether through workplace safety will help you keep your workers' compensation premiums down over time. SFM offers many resources to help policyholders do that, including:



- A digital catalog of resources for download or order



- Free access to safety videos



- A team of loss prevention specialists



- A digital risk management system to access claim data

Why break out workers' comp from your insurance package?

Buying all your insurance together in one package might seem more convenient, but we've made it so easy to do business with us that you probably won't notice the difference.

You can quickly pay your bills and complete your annual premium audit online. Injury reporting is simple too, through our 24-hour nurse hotline.

There's a reason why an industry-leading 95 percent of our customers renew their policies each year. Find out why. Talk to your agent or learn more at sfmic.com.



SFM injury prevention services

SFM distinguishes itself by helping employers prevent workplace injuries and reduce workers' compensation costs. SFM does this by first identifying hazards and then, finding practical, creative solutions.

SFM's approach to injury prevention is delivering personal, customer-focused service that gets results. A dedicated SFM Loss Prevention Representative works with a policyholder to assess needs and develop a service plan including action steps to improve major loss source areas.

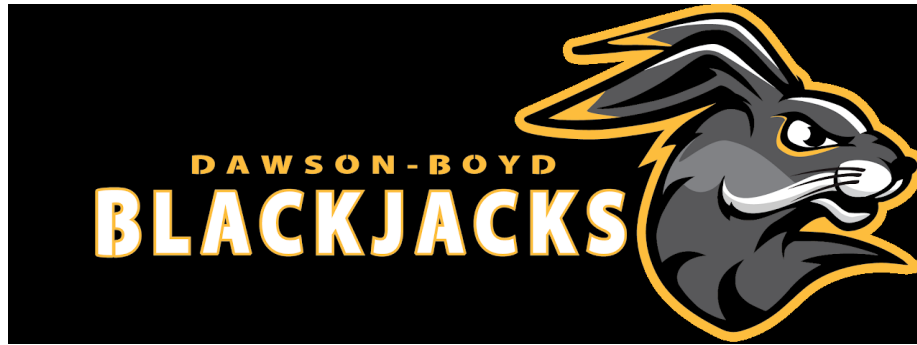
SFM services

A tailored SFM service plan may include the following services:

- New hire orientation safety training topics
- Leadership education
- Safety program reviews
- On-site safety consultations
- Ergonomic evaluations
- Occupational noise exposure sampling
- Safety and risk management-related research
- Safety committee assistance
- Return-to-work program development and enhancement
- Accident analysis and loss mapping and trending

- Internal safety communications assistance
- Employee safety education:
 - Back injury prevention / body mechanics
 - Physical, chemical & biological safety
 - Workplace ergonomics evaluations
 - Workstation/desk
 - Material-handling tasks - AI video analysis
 - Behavior-based safety
 - Accident/incident reporting
 - Compliance information
 - And more...
- Injury prevention resources including:
 - Safety video streaming service
 - Web-based safety training service
 - *CompNotes*—online resource for schools
 - *5-Minute Solutions*—Mini training talks
 - *Supervisor Initiated Training (SIT)*
 - Safety posters, table tents and more
 - Online resource catalog at sfmic.com
 - Wellness in the workplace resources

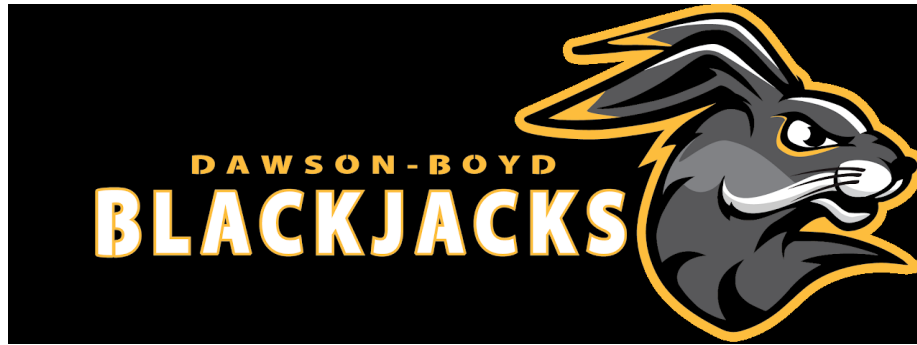
SFM injury prevention services are part of its full-service workers' compensation package—available at no additional cost to policyholders.



Amy Hiedeman - Elementary Principal

Notes for June 2023 Board Meeting - 6.12.2023

- Energy Bus -
 - We wrapped up the year with our FUN - Love Your Passengers Showcase and our Field Day. Our aerial pictures and drone footage turned out GREAT! We look forward to seeing some of those images in our building - as well as on our site! Stay tuned! Special thanks to Ryan Lund (and Bruce) for helping with that!
- Band & Orchestra -
 - Shout out to Mrs. Hurley and Mr. Lehne for the great concert with our elementary band and orchestra students! It was so fun to see the students share their talents and efforts in learning!
- Special thanks again to all of our teachers who invest in planning and participating in the field trips and activities planned for our students! We are so very grateful to have staff that create these learning experiences for our students! If you get the opportunity to ask teachers or students about their experiences, you should. We offer such a variety from PreK-6th grade!
- Congratulations to our retirees
 - Char, Luanne, & Joyce - wish you nothing but the best in retirement
- Summer happenings - at Stevens Elementary:
 - Summer Food Program -
 - Breakfast - 8:00-9:45
 - Lunch - 11:00-12:45
 - Free birth-18; Adults - Breakfast \$2.25, Lunch \$5.00
 - Education Express
 - June 12-29 - M-Th 8:45-11:30 (not June 19)
 - Special thank you to Chelsea Ludvigson, Jeri Popma, Christina Wolner, and Pam Lonnquist (and others who are helping to sub throughout)
 - Summer Challenge Program
 - 3 weeks each month
 - Wolf Pack theme
 - 3 programs - girls, boys, and MS/HS level
 - T, W regular program; Th special events
- June happenings for Miss Hiedeman:
 - Required state reporting



- Wrapping up with staff and staffing for fall
- Literacy Learning for Leaders
 - Literacy Learning for Leaders is a video series accompanied by professional development modules meant to provide support for leaders in understanding effective reading instruction and the systems needed to support it. It has been prepared for principals and other school leaders by the [Minnesota Principals Academy](#) at the University of Minnesota and [HELP, the Higher Education Literacy Partnership of Minnesota](#).
 - I'm in the first summer cohort through the U of MN (others are being offered - and even by SWWC now - but I had been signed up already).
 - You'll note that this is a big push in new legislation - even previous legislation that resulted in LETRS training, etc.
 - If you want to know more about this, don't hesitate to ask.
- Training on the new financial system for grants - Title; MEGS
- Outing with AR Incentive Earners - Sioux Falls
 - Picnic at the Park
 - Butterfly House & Aquarium
- Clean up & wrap up 2022-2023/transition to planning for 2023-2024
- Enjoy some time off

Lastly, I want to share a special thank you to Mr. Ferguson for the time he spent with our district. Thank you! We were blessed to have you with us! Well wishes to you and Kathy wherever you land - AZ, Mexico, MN.....you're always a welcome visitor here!

Board Meeting Notes
Dawson-Boyd High School
June 12, 2023

Congratulations to the Class of 2023 on their graduation from Dawson-Boyd Schools! We graduated 43 students. Thank you to Justin and Jordon Perkins for speaking and also thank you to Karla Perkins and Brett Buer for helping with the ceremony!

Congratulations to our state qualifiers in athletics this spring - Lindsey Lund, Alyssa Swedzinski, and Carson Stratmoen in golf and Brayson Boike in track!

Wonderful job with our spring concerts in May by our orchestra, band and choir programs!

Appreciate greatly all the financial support from our area businesses and families presented at our 2023 Class Night! These awards were given out the evening of May 17th.

Currently working on completing state reporting requirements, student handbook updates, and finalizing teacher evaluations.

Superintendent's Report, 6-12-2023

1. Holly, Stacy and I attended a conference in Marshall on June 6. Representatives from MDE, MASA, MREA, and SWWC presented a huge amount of information pertaining to the new legislative changes and how they will affect school districts.
2. The Curriculum Advisory Committee met June 5 to discuss next steps in our district's process. They will begin with an inventory of all current curriculum that is being used
3. On May 10 we celebrated National Teachers week with donuts from the famous Canby Bakery, thanks to Amy Heideman for ordering and delivering them. Thanks to our teachers for all they do.
4. We attended a meeting with city, county, school, and industry officials to further discuss options for purchasing and fitting possible off-site locations for our school daycare. All stakeholders were very supportive and Dawson-Boyd Schools received praise for stepping up to tackle this enormous challenge. More meetings to follow but this initial one was very encouraging.
5. DB Crisis Response Team met to discuss future crisis training and plan development.
6. On May 18, Tonya and I met with DBEA Presidents to meet and confer. We discussed politics ranging from contract language understanding to safety (facilities) concerns. We appreciated the open and productive dialogue that helped foster mutual understanding and we look forward to future meetings.
7. Once again Graduation was a smashing success. Congratulations to Dawson-Boyd's 2023 graduates and special thanks to staff who did such a great job setting the event up.
8. Policy Committee met May 30. They reviewed the 15 new policies being brought forth for approval from the full board tonight.
9. My last day in Dawson was June 7, barring any unforeseen circumstance. From June 8-30, I will be available for any urgent matters. If one arises, please call the district office and one of our helpful office professionals will connect with me so I can address the

issue as soon as I am able. All non-urgent matters will be addressed by the appropriate school district administrator.

10. Lastly, it has been an honor to serve as the interim superintendent of Dawson-Boyd Schools these past 15 months. I thank you all for the opportunity and the sincere welcome and support I have experienced since day one. I will always remember my time at Dawson-Boyd Public Schools with great fondness. Thank you

**Dawson-Boyd School District #378
848 Chestnut Street
Dawson, MN 56232**

FACILITY RENTAL AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2023, between Dawson-Boyd School ("DISTRICT") and Kurt Schoephoerster ("LICENSEE") for the use of the facility hereinafter defined.

NOW THEREFORE, it is agreed as follows:

SECTION 1.0 USE OF FACILITY.

The DISTRICT grants unto LICENSEE the use of, and LICENSEE does hereby agree to use Ag Room Office Space. Dawson-Boyd School District, located at 848 Chestnut Street, Dawson, MN 56232, including the building and grounds ("Facility"), under the terms and conditions set forth herein. The date, time, and activity or activities to be performed in the Facility, and the portions of the Facility to be so used are as follows:

Portion(s) of Facility to be used: **Ag Room Office Area**

Purpose for the use: **Farm Management Program**

Date(s) on which Facility will be used pursuant to this Agreement: **July 1, 2023 to June 30, 2024**

Start Time: July 1st End Time: June 30th

Certificate of Insurance Must Be Attached.

SECTION 2.0 RENTAL CHARGES

2.1. Rates.

Facility Fee Rates: \$ 300 per _____ Month

Total Estimated Facility Fee: \$ 3600 for 12 Month Agreement _____

Rates for necessary District employees (e.g., custodial, kitchen, security, auditorium technician, etc.):
\$20.00 per hour for kitchen staff
\$20.00 per hour for Custodial Staff
\$50.00 per hour for Technology Technician

Note: Usage of facility will also depend upon availability of district staff to work event.

2.2. Additional Charges. Black and white copies .02 per page and color copies .05 page. This price includes the cost of the paper.

2.3. Additional Charges. Licensee acknowledges and agrees that additional charges may accrue based on actual usage of facility in accordance with the schedule identified in Section 2.1 above.

THE ADDITIONAL TERMS AND CONDITIONS CONTAINED IN THE FORM ARE INCORPORATED HEREIN BY REFERENCE.

Licensee
Name: _____
Signature: _____
Its: _____

District
Name: _____
Signature: _____
Its: Superintendent

Approved by Board of Education on **June 12, 2023**

District
Name: _____
Signature: _____
Its: School Board, Clerk

District Office Use Only:
_____ Deposit Paid
_____ Total amount paid
_____ Form/money sent to District Office

ADDITIONAL TERMS AND CONDITIONS

1. **Other Uses.** Officers, agents, and employees of the DISTRICT reserve the right to enter all areas of the Facility at any and all times. LICENSEE further understands and agrees that during the term of this Agreement, the DISTRICT may use or cause to be used for its purposes, any portion of the Facility not in use by the LICENSEE.
2. **Time for Payment.** The balance of the minimum monthly payment shall be paid by no later than the 1st day of the month. Any additional charges accrued beyond the estimated minimum charges set forth above shall be paid by LICENSEE within thirty (30) days of receipt from the DISTRICT of an invoice for such additional charges.
3. **Cancellation.** If LICENSEE desires to cancel this Agreement, it must notify DISTRICT no later than 24 hours prior to the start time designated by this Agreement, otherwise payment will be required.
4. **Regulations Pertaining to Use.** LICENSEE agrees to abide by and cause its invitees and licensees to abide by the following rules and regulations:
 - a. Any functions for minors must be chaperoned by parents or other responsible adults.
 - b. LICENSEE shall not permit entrance to portions of the Facility other than those specifically outlined above. All individuals entering and exiting the school shall use the front entrance of the school only. No doors shall be opened or propped for security and safety reasons.
 - c. LICENSEE shall not staple, nail, or otherwise affix decorations or signs onto any surface in a manner so as to damage walls, floors, windows, or other surfaces or furnishings of the Facility. All decorations and signs must be removed immediately after the conclusion of the activity or activities conducted pursuant to this Agreement.
 - d. LICENSEE shall use and occupy Facility in a safe and careful manner and comply with any federal, state, county, or municipal authority controlling or governing the Facility or the operation therein, including, but not limited to, all policies, rules and regulations of the DISTRICT.
 - e. LICENSEE shall use said Facility solely for the purposes herein provided and shall not permit the Facility or any part thereof to be used for any gambling or any unlawful, indecent, obscene or immoral attractions, exhibitions, purposes or entertainment or in any manner so as to injure persons or property.
 - f. LICENSEE shall not permit any individual to bring into the Facility any alcoholic beverages or any materials, substances, equipment or objects which are likely to endanger the life of, or cause bodily injury to, any person on the Facility or which are likely to constitute a hazard to property thereon.
 - g. LICENSEE shall not use or permit individuals to use tobacco inside the Facility, and no tobacco shall be sold or distributed on DISTRICT property.
 - h. LICENSEE recognizes that the DISTRICT may have representatives present in the Facility during use.
5. **Indemnification.** The LICENSEE hereby assumes, releases and agrees to indemnify, defend, protect and hold harmless the DISTRICT, its Board members, agents and representatives from and against any loss of and/or damage to the property of LICENSEE, and all loss and/or damage on account of injury to or death of any persons arising in any way from negligent, reckless or willful misconduct of LICENSEE, its employees, agents or independent contractors.
6. **Damage and Loss.** LICENSEE agrees to return the leased premises and equipment to the DISTRICT at the end of the term of use in the same condition as the date of the start of this lease, ordinary use and wear excepted. LICENSEE agrees that if any portion of the Facility or contents thereof, during the term of this lease, shall be damaged by the act, default, or negligence of the LICENSEE or of the LICENSEE's agents, employees, patrons, guests or any person admitted to premises by LICENSEE, LICENSEE will pay to the DISTRICT upon demand such sums as shall be necessary to restore the premises and equipment to their previous condition. LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to any portion of the premises at the time of LICENSEE's use, not including any representatives of the DISTRICT.
7. **Assignment.** LICENSEE may not assign this Agreement or any right contained in this Agreement nor sublet the Facility without the written consent of the DISTRICT. Any assignment or sublease of this Agreement or terms arising under this Agreement without written consent of the DISTRICT shall void this Agreement.
8. **Attorney's Fees.** Should DISTRICT prevail in whole or in part in any litigation between the parties, including, but not limited to, actions to collect any use or service charge after same is past due, LICENSEE agrees to pay for all of DISTRICT's reasonable attorney fees. Fees shall be payable whether for negotiation, trial, or appellate purposes.
9. **Insurance.**
 - a. LICENSEE agrees to acquire and maintain during all times it is using the Facility liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage, including premises/operations, products/completed operations, and personal & advertising injury. LICENSEE also agrees to provide fire damage insurance in the amount of \$500,000 and medical payments in the amount of \$5,000. All insurance shall be provided by a carrier which is satisfactory to the DISTRICT.
 - b. The DISTRICT must be named as an additional insured.
 - c. LICENSEE must provide a certificate of insurance reflecting all of the above requirements prior to use of the Facility.
10. **Miscellaneous.**
 - a. This Agreement contains the entire agreement between the parties. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding unless in writing and signed by both parties.
 - b. This Agreement shall be governed by the laws of the State of Minnesota.

TUITION REIMBURSEMENT AGREEMENT

WHEREAS, Chris Lehne is an experienced teacher who is currently licensed to teach in Minnesota and has been hired by Dawson-Boyd Public School District ("District"); and

WHEREAS, the Dawson-Boyd Education Association ("Association") and the District are parties to a Master Agreement pertaining to the employment of teachers in effect from July 1, 2021 through June 30, 2023 covering terms and conditions of employment;

WHEREAS, Dawson-Boyd Public School District has a need to fill a vacancy in the Driver's Education/Behind the Wheel position that requires a Minnesota teaching license in traffic safety education/driver's education; and

WHEREAS, Chris Lehne is willing to complete the courses required for him to earn a Minnesota teaching license in traffic safety education if Dawson-Boyd Public School District provides financial assistance for him in the form of reimbursement for tuition related to obtaining this license; and

WHEREAS, Dawson-Boyd Public School District is willing to provide tuition for Chris Lehne to take the courses needed to qualify him for a Minnesota teaching license in traffic safety education/driver's education provided that he agrees to work for Dawson-Boyd Public School District for a minimum number of years in the Driver's Education/Behind the Wheel position after he obtains that teaching license; and

WHEREAS, Chris Lehne has had an opportunity to consult with the Association and legal counsel regarding the terms of this Reimbursement Agreement ("Agreement") and their rights under Minn. Stat. § 122A.40 and the Master Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by the District, Chris Lehne, and the Association as follows:

1. **Tuition Reimbursement.** Upon successful completion of a course required to earn a Minnesota teaching license in traffic safety education/driver's education, Dawson-Boyd Public School District will reimburse Chris Lehne for the cost of tuition for every pre-approved course he takes from an accredited college or university that is not funded through any other tuition reimbursement program up to \$7,000. Pre-approval for each course must be obtained in writing from the Superintendent prior to registering for the course and may be in the form of an email. Successful completion of the course and program will be demonstrated by submission of a copy of a transcript showing that Chris Lehne has completed the courses required for successful completion of the program. Dawson-Boyd Public School District will reimburse Chris Lehne within 30 days of receipt of proof of successful completion of the program.

2. **Reimbursement in the Event Chris Lehne Does Not Fulfill their Employment Obligation to the District.** Because the District has agreed to provide Chris Lehne with

Board Chair

Dated: _____

SCHOOL DISTRICT BOARD
OF EDUCATION

I have read and understood the foregoing Tuition Reimbursement Agreement and acknowledge that it is the complete Agreement and by signing below agree to be bound by its terms and conditions.

5. **Effect of Agreement.** The Association and Chris Lehne agree that this Agreement shall not be deemed to constitute a precedent or create a past practice which would be applicable to any other member of the bargaining unit or be admissible in any arbitration proceeding.

4. **Method of Repayment.** Chris Lehne agrees that he shall pay as much of the amount of money that is due to the District under this Agreement as possible by hereby authorizing the District to deduct the amount that Chris Lehne owes it from their paychecks as earned in accordance with Minn. Stat. § 181.79 (2011), as amended, until the debt has been paid. The amount to be deducted from each paycheck shall be the amount established by the law then in effect as subject to garnishment or execution on wages. In the event the District is unable to collect the entire amount owed to it by Chris Lehne by this method, the District retains the right to collect any unpaid sums in any other manner permitted by law.

3. The District maintains and reserves its right to terminate or place Chris Lehne on unrequested leave of absence pursuant to Minn. Stat. § 122A.40 or Article XXI of the Master Agreement.

the tuition reimbursement described above in exchange for obtaining a Minnesota teaching license in traffic safety education/driver's education to teach Driver's Education/Behind the Wheel, the District will lose the benefit of this Agreement if Chris Lehne does not obtain the licensure in a reasonable amount of time, or complete five years of service with the District teaching in the Driver's Education/Behind the Wheel position. Accordingly, the Parties agree that in the event Chris Lehne does not obtain a Minnesota teaching license in traffic safety education/driver's education within _____ of the date he signed this Agreement, Chris Lehne shall repay Dawson-Boyd Public School District for the full amount of tuition reimbursement he has received. In the event Chris Lehne's employment is terminated, either voluntarily or involuntarily, with the District within five years of the date this Agreement was signed, Chris Lehne shall repay the District the full \$7,000 within 30 days of the date of termination.

Dated: 6-8-23

Christy L. Lane
EMPLOYEE

Dated: June 8 2023

President
K. B. T.
EDUCATION ASSOCIATION

Director of Performing Arts Contract

The School Board of Independent School District No.378, Dawson, Minnesota (School District) enters into this agreement with Allysa Hurley, who agrees to perform the duties of Director of Performing Arts (Director) of the School District. The School District and the Director of Performing Arts agree as follows:

I. **Duration, Expiration, Termination and Mutual Consent:**

1. **Duration.**

This contract is for a term commencing July 1, 2023 and ending June 30, 2024. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Director, or unless terminated or extended as provided herein.

2. **Subsequent Contract.**

The School Board will take action to determine whether to offer the Director a subsequent contract no later than two weeks prior to the expiration of this contract and shall give the Director notice of its action.

3. **Expiration.**

This contract shall expire at the end of the term specified in section 1 hereof. At the conclusion of its term, neither party shall have claim against the other, and the School District's employment of the Director shall cease unless a subsequent contract is successfully negotiated.

4. **Termination During the Term.**

The Director's employment may be terminated during the term of this contract only for cause as defined in Minnesota Statute.

5. **Mutual Consent.**

This contract may be terminated at any time by the parties by mutual consent.

IV. **Other Benefits:**

1. **Automobile.**

The School District shall compensate the Director for business use of the Director's private automobile at a rate established each year by the School Board. However, preferred practice is that the Director will use a school vehicle for related travel, as approved by the superintendent.

2. **Conferences and Meetings.**

The School District shall pay all legally valid expenses and fees for the Director's attendance at professional conferences and meetings with other arts agencies when attendance thereof is advantageous to the student arts program of the district. The Superintendent will approve all meetings and conferences that the Director will be attending. The Director shall file itemized expense statements to be processed and approved as provided by law. The Director shall periodically report to the Superintendent relative to all meetings and conferences attended as well as an annual report to the school board.

V. **Salary:**

The Director shall be paid a salary of \$ 10,000 for the 2023-2024 school year. The salary shall be paid in 24 equal installments during the contract.

This contract shall be effective only upon signatures of the Director and the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF,

I have subscribed my signature

this 6 day of June, 2023.



Director

IN WITNESS WHEREOF, we subscribe

our signatures this ___ day of _____, 20___.

Chairperson

Clerk

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Dawson-Boyd School District 378 (hereinafter referred to as the District) and **Lac qui Parle County**.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and preadoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and **Lac qui Parle County** agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from July 1, 2023 to June 30, 2024.

2. EDUCATIONAL PLACEMENT DECISIONS:

Lac qui Parle County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests.

Lac qui Parle County and/or representative of the school in which the child is currently enrolled will work with the **Lac qui Parle County** foster care contact to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

If **Lac qui Parle County** considering moving a child to a new educational placement, **Lac qui Parle County**

will have a phone consultation with the school contact prior to gathering input about the best interests of the child in relation to their school placement. **Lac qui Parle County** and District Transition Education Services Liaison responsible for students in foster care will work collaboratively to inform this school placement decision-making process. The school will provide information about the appropriateness of the child's current educational placement. **Lac qui Parle County** shall take into consideration this information and other best interest factors found in paragraph three in making educational decision. The District Transition Education Services Liaison and /or a representative of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. **Lac qui Parle County** will identify a point of contact from the agency to work directly with the District Transition Education Services Liaison to ensure a smooth transition.

3. BEST INTEREST FACTORS:

When considering placement, the following best interest factors should be considered:

- The student's age
- The school attended by the student's siblings
- Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time
- The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider
- School stability and educational continuity
- Time remain in in the academic year
- Personal safety, attendance, academic progress and social involvement of the students in the current school
- The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **Lac qui Parle County** case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner:

- a. Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- b. Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.

- c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with **Lac qui Parle County** to determine the best possible means of transportation. The District and **Lac qui Parle County** will share the transportation costs identified in Section 5a.
- d. Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with [NAME OF COUNTY] to determine the best possible means of transportation. The District and [NAME OF COUNTY] will share the transportation costs identified in Section 5a.
- e. Students placed in foster care within District and attending a non-ISD 378 Area Schools: The District will bear no financial responsibility for this student. **Lac qui Parle County** and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

- a. The District and **Lac qui Parle County** agree to split the costs of the transportation described in Section 4, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the **Lac qui Parle County** agree to each assume pay 50% of the costs.
- b. **Lac qui Parle County** will identify a point of contact from the agency to work directly with the District Transition Education Services Liaison to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the **Lac qui Parle County** point of contact to be honored.
- c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to driver or vehicle unavailability, **Lac qui Parle County** will be responsible for transportation of the student placed in foster care.
- d. **Lac qui Parle County** will compensate the District for transportation provided outside of the district pursuant to this agreement at the rate billed to the district by the private transportation company. Copies of the invoices from the private transportation company will be provided to **Lac qui Parle County**.
- e. The District will submit itemized invoices to the **Lac qui Parle County** contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.
- f. In situations where transportation is being funded by **Lac qui Parle County**, **Lac qui Parle County** point of contact will notify the District Transition Education Services Liaison when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of **Lac qui Parle County** and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

Lac qui Parle County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

1. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
2. Upon receipt of the explanation, the decision be reviewed by the District and the **SUPERVISOR of Social Services of Lac qui Parle County**. Input will be reviewed from all parties and a decision by the **SUPERVISOR** will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Team meeting for final determination.
3. County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and **Lac qui Parle County**.
4. If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of **Lac qui Parle County**. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of **Lac qui Parle County** employees except as otherwise stated herein.

8. INDEMNIFICATION:

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

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and **Lac qui Parle County** shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or **Lac qui Parle County** because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF **Lac qui Parle County**
STATE OF MINNESOTA

Lac qui Parle County
BOARD OF COMMISSIONERS

DAWSON-BOYD SCHOOL DISTRICT
ISD 378

BY: _____

BY: _____

Chairperson of Lac qui Parle County Commission

Superintendent

DATED: _____

DATED: _____

ATTESTED TO:

BY: _____

BY: _____

Director of Social Services

Business Manager

DATED: _____

DATED: _____

Independent School District No. 378

848 Chestnut Street, Dawson, Minnesota 56232

Students - Staff - Community "Focused on the Future"

June 12, 2023

Arlen Franchuk
Cass Clay / Kemps
200 20th St N.
Fargo, ND 58102

Dear Ms. Franchuk

Thank you for submitting a bid for dairy products to our school district. The bids were opened at the June 12, 2023 School Board meeting. It was the decision to award the bid to the bidder who could provide service equal to what we have had in the past. When going through each bid; comparing item pricing and the services provided, the bid was awarded to Cass Clay/Kemps.

Thank you for submitting the bid. I look forward to doing business with you this school year.

We will be accepting the ESCULATOR BID for school year 2023/2024

If you have any questions, please contact me by phone or e-mail.

Amy Rasmussen, FSD
Dawson-Boyd School
848 Chestnut St
Dawson, MN 56232
320-769-4566
arasmussen@dwby.k12.mn.us

*Independent School District No. 378
An Equal Opportunity Employer*

INVITATION FOR QUOTES FOR MILK

Notice is hereby given that Independent School District #378, Dawson, Minnesota, will receive quotes for milk for the 2019/2020 school year. **Bids due by June 5, 2023**

Quotes will be received for milk as follows:

**** COOLERS WILL ALSO NEED TO BE FURNISHED****

Approx. 150 1/2 pints per day July & August and 850 1/2 pints per day, Sept.-June

This bid year begins on July 1, 2023 and ends June 30, 2024.

*Number of and days of delivery per week? 1 Delivery per week

Milk	Firm 1/2 Pint	Escalator 1/2 Pint
Carton Chocolate Skim Milk	\$ <u>NA</u>	\$ <u>.347</u>
Carton Skim Milk	\$ <u>NA</u>	\$ <u>.334</u>
Carton 1% Milk	\$ <u>NA</u>	\$ <u>.345</u>
Lactose Free Milk 1/2 pints	\$ <u>NA</u>	\$ <u>.83</u>

Do you have hormone free milk available? YES X NO _____

Additional Bid Items :

approximate usage:

5# Cottage Cheese	- 10.176	8-5# / month
5# Sour Cream	- 9.640	2-5# / month
5# Creek Yogurt, plain	- 7.271	2-5# / month

*If these products are unavailable please list an alternative with it's price

Firm Cass Clay

Address 200 20th St North
Fargo ND 58102

Phone 701-293-6455

Sales Person Cole Frank
Signature

Date 6-1-23

Quotes are due by June 5, 2023 and will be presented to the Board of Education for action at the regular meeting on June 14 at 6:00 p.m. Notification of bid acceptance / denial will be mailed no later than June 17, 2023.

Quotes may be mailed to :

Dawson-Boyd ISD 378
Attn: Amy Rasmussen / Milk Bid
Dawson-Boyd School
848 Chestnut Street, Dawson, MN 56232

Independent School District #378 reserves the right to reject any or all quotes.



**MINNESOTA
June 2023
ESCALATOR CLAUSE**

It is hereby understood that the prices quoted are based on the USDA Class I prices listed below under the terms of the Federal Milk Market Order #30.

Class I Skim	8.72 CWT.
Class I Butterfat	2.7412 LB.

ESCALATOR CLAUSE

If the Class I Skim price per hundredweight is increased or decreased, for each \$0.10 per hundredweight increase or decrease, the quotation on:

Half-pint fluid milk will decrease or increase \$0.00054 per ½ pint

If the Class I Butterfat price per pound is increased or decreased, for each \$ 0.01 increase or decrease, the quotation on a half-pint will follow this formula:

Whole Milk	\$ 0.00017750 per 1/2 pint
2% Milk	\$ 0.00010750 per 1/2 pint
1% Milk	\$ 0.00005375 per 1/2 pint
Skim Milk	\$ 0.00001000 per 1/2 pint

Independent School District No. 378

848 Chestnut Street, Dawson, Minnesota 56232

Students - Staff - Community "Focused on the Future"

June 12, 2023

Land O Lakes/ Prairie Farms
1200 West Russell
Sioux Falls, SD 57104

Dear Prairie Farms,

Thank you for submitting a bid for dairy products to our school district. The bids were opened at the June 12, 2023 School Board meeting. It was the decision to award the bid to the bidder who could continue to provide the same service we have had in the past along with competitive pricing. When going through each bid and comparing item pricing and the services provided the bid was awarded to Cass Clay/Kemps.

Thank you for submitting the bid.

If you have any questions, please contact me by phone or e-mail.

Amy Rasmussen, FSD
arasmussen@dwby.k12.mn.us

Amy Rasmussen, Food Service Director
Phone - (320) 769-4566 Fax - (320) 769-2001

*Independent School District No. 378
An Equal Opportunity Employer*

Product	Kemps/Cass Clay	Prairie Farms	FSA
2023-2024			
Skim Carton	0.334	0.2895	0
1% Carton	0.345	0.2993	0
Choc Skim Carton	0.347	0.2995	0
Lactose Free Carton	0.83	0.8065	0
Cottage Cheese	10.2044	10.2044	0
Sour Cream	10.172	10.172	0
Yogurt	NA	NA	0
Coolers Provided	Yes	Yes	0
Ice Cream Freezer	Yes	Yes	0
Delivery Days/WK	2	2	0
		No bid returned	

We have had Kemps for many years and have been pleased with the service they provide.
We will keep kemps as a milk provider for the 2023-2024 School year.

* Kemps/Cass Clay is a few cents more expensive then Prairie Farms

* FSA, did not return a milk bid.

Prairie Farms 2023-24 Dairy Bid

May-23

0



Sioux Falls Office
1200 West Russell
Sioux Falls, SD 57104

District:

Dawson-Boyd Isd 378
Dawson, MN

Thank you for the opportunity to bid on your schools dairy program for the upcoming school year.
Please see the below bid prices quoted for the month printed in the top right corner.

If you have any questions regarding the bid, please contact Dana Hunzeker at:
Email: dana_hunzeker@prairiefarms.com - Voicemail: 800-568-6616 Ext: 5062 - Fax: 605-336-7206

Milk	Carton	Item #	Escalator
8oz Prairie Farms Whole	Paper	1165	
8oz Prairie Farms 2%	Paper	13873	
8oz Prairie Farms 1%	Paper	13871	0.2993
8oz Prairie Farms Skim	Paper	5404	0.2895
8oz Prairie Farms 1% Chocolate	Paper	13875	
8oz Prairie Farms FF Chocolate	Paper	6926	0.2995
8oz Prairie Farms FF Strawberry	Paper	17025	

Ship To's:

* Delivery Days and Times to be Determined*



Other Items	Carton	Item #	Escalator
8oz Prairie Farms ESL Lactose 1%	Plastic	34255	0.8065
Gallon Whole	Plastic	31697	4.5760
Gallon 2%	Plastic	31698	4.4760
Gallon 1%	Plastic	31699	4.3961
Gallon Fat Free Skim	Plastic	31700	4.3265
Quart Buttermilk	Paper	34817	1.4570
Gallon Orange Juice	Plastic	1952	5.4132
Half Gallon Orange Juice	Plastic	1999	2.9822
16oz Orange Juice	Plastic	1963	1.1804
8oz Orange Juice	Paper	1966	0.4002
5LB Cottage Cheese 4%	Plastic Tub	33244	10.2384
5LB Cottage Cheese 2%	Plastic Tub	33460	10.2044
5LB Sour Cream Reg	Plastic Tub	33245	10.1720
1oz Sour Cream Reg (100/Box)	Pouch	4696	17.8029
24oz FF&LF Yogurt (Plain, Van, Straw, Peach, Bberry)	Plastic Tub	24837	2.0870
HG Lactose Free ESL Skim (other fat levels avail.)	Paper	26395	3.8363
Half Gallon IC Mix 5% Van and Choc	Plastic	22303	4.0768
14oz UHT Milks	Plastic	29586	1.2989

Please fill in the below and email to dana_hunzeker@prairiefarms.com along with your school calendar and any other public competitive bids.

We	<small>(Please circle one)</small>	We
Accept		Decline

First Day of School: _____

Name of Kitchen/Food Service Director: _____

Phone #: _____

Email: _____

Signature: _____

INVITATION FOR QUOTES FOR MILK

Notice is hereby given that Independent School District #378, Dawson, Minnesota, will receive quotes for milk for the 2019/2020 school year. **Bids due by June 5, 2023**

Quotes will be received for milk as follows:

**** COOLERS WILL ALSO NEED TO BE FURNISHED****

Approx. 150 1/2 pints per day July & August and 850 1/2 pints per day, Sept.-June
This bid year begins on July 1, 2023 and ends June 30, 2024.

*Number of and days of delivery per week? 2 Monday/Thursday

Milk	Firm 1/2 Pint	Escalator 1/2 Pint
Carton Chocolate Skim Milk	\$ <u>NA</u>	\$ <u>.2995</u>
Carton Skim Milk	\$ <u>NA</u>	\$ <u>.2895</u>
Carton 1% Milk	\$ <u>NA</u>	\$ <u>.2993</u>
Lactose Free Milk 1/2 pints	\$ <u>NA</u>	\$ <u>.8065</u>

Do you have hormone free milk available? YES NO

Additional Bid Items :

approximate usage:

5# Cottage Cheese

10.2014

8-5# / month

5# Sour Cream

10.1720

2-5# / month

5# Greek Yogurt, plain

NA

2-5# / month

*If these products are unavailable please list an alternative with it's price

Firm Prairie Farms

Address 1200 West Russell

Six Falls, SD 57104

Phone 800-568-6616 Ext 5062

Sales Person A. Rasmussen
Signature

Date 05-30-23

Quotes are due by June 5, 2023 and will be presented to the Board of Education for action at the regular meeting on June 14 at 6:00 p.m. Notification of bid acceptance / denial will be mailed no later than June 17, 2023.

Quotes may be mailed to :

Dawson-Boyd ISD 378

Attn: Amy Rasmussen / Milk Bid

Dawson-Boyd School

848 Chestnut Street, Dawson, MN 56232

Independent School District #378 reserves the right to reject any or all quotes.



Milk Escalator / De-Escalator Pricing Clause

The pricing quoted is based on the Federal Milk Marketing Order for Class I Skim and Class I Butterfat for the month noted on your Bid Sheet. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$.00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate, re-sale products (ex. Rockin Protein), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1st day of the month following the price announcement.

Independent School District No. 378

848 Chestnut Street, Dawson, Minnesota 56232

Students - Staff - Community "Focused on the Future"

June 12, 2023

Jason Revenig
Pan-O-Gold Baking Co.
PO Box 848
St. Cloud, MN 56320-0848

Dear Mr.Revenig

Thank you for submitting a bid for bread products to our school district. The bids were opened at the June 2, 2023 School Board meeting. It was the decision to award the bid to the lowest bidder. When going through each bid and comparing item pricing, the bid from Pan-O-Gold Baking was the lowest. We will have the summer program and will be needing deliveries up until school starts. Please contact me sometime prior to August 21, 2023 so that I can place our first order for delivery on August 28, 2023 (first day of school).

Thank you for submitting the bid. I look forward to doing business with you this school year.

If you have any questions, please contact me by phone or e-mail.

Amy Rasmussen, FSD
320-769-4566
arasmussen@dwby.k12.mn.us

Amy Rasmussen, Food Service Director
Phone - (320) 769-4566 Fax - (320) 769-2001

*Independent School District No. 378
an Equal Opportunity Employer*

Product	Pan-O-Gold 2023/2024	Earthgrains
WG Sliced Bread	2.14	
Marble Rye	3.6	
Raisin Bread	2.98	
French Bread, Sliced	NA	
Dinner Roll	2.16	
Hamburger Bun 60ct	10.2	
Hotdog, 12ct	2.16	
Footlong Hotdog 6ct	NA	
Steak Buns 24ct	5.4	

Rec'd only one bid

Pan-O-Gold Awarded Bread Bid

Name of Bread Company: Pan-O-GOLD BAKING CO.
 Address: 444 E ST Germain St. City: ST CLOUD State: MN Zip: 56302
 Contact: Jason Revenig Title: Sales manager
 Phone: 320-251-9361 Fax: 320-252-0249
 Email Address: jrevenig@panogold.com

SEND REMITTANCE TO:
 (Must be completed to ensure payments are sent to the correct location)

Company Name: Pan-O-GOLD BAKING CO.
 Address: 444 E ST Germain St. City: ST CLOUD State: MN Zip: 56302

PRODUCTS:
 Enter the price for each of the following products. If you do not have the product, indicate with NA (not available).

Round TOP
 Sandwich Bread, Sliced
 Whole Grain 2.14 % of whole grain 51

Whole Grain, Sliced
 1 1/2 lb. 2.14

Marble Rye, Sliced
 1 1/2 lb. 3.60

Raisin Bread, Sliced
 1 lb. 2.98

French Bread, Sliced NA % of whole grain

Dinner Rolls, 12ct
 Wheat 2.16 % of whole grain 51

Hamburger Buns, 51% or more Whole Grain Wheat
 Please list size of buns (by ounce) that are available, price and package count
3.5 42 gms 10.20 60ct
4" 52 gm 10.52 60ct

12ct
 Hotdog Buns, 30ct
 Whole Grain Wheat 2.16 % of whole grain 51

Footlong Hotdog Buns
 6 count NA % of whole grain

Steak Buns, 24 ct 5.40 % of whole grain 51

Steak Buns, 30c NA % of whole grain

Product ordering Procedure

First option: E2 CLOUD on line ordering
(talk with Division Manager)

Second option Put order for the following
week on Empties or hand to
Route person

We require 7 days out for ordering

Mike Swan (District Manager) 507-530-0263

Delivery Days Mon, Tues, Thur, Fri

AMENDED SUPERINTENDENT CONTRACT

ARTICLE I
PURPOSE

This Contract is entered into between Independent School District No.738, Dawson, Minnesota, hereinafter referred to as the School District, and Troy Ferguson, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

AMENDED: As of July 1, 2023 and through September 30, 2023, Troy Ferguson shall be employed by the School District as an Administrative Support person to the licensed Superintendent. Beginning July 1, 2023 through September 30, 2023, the District will pay Troy Ferguson a monthly salary of \$2,233 per month. (Unless adjusted by mutual agreement between Troy Ferguson, Dawson-Boyd School Board Chair and Dawson-Boyd Superintendent due to added duties/projects).

ARTICLE II
APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with M.S. 123B.143.

ARTICLE III
LICENSE

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV
DURATION, EXPIRATION, TERMINATION
DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of 12 months and 1 day commencing on September 30, 2022, and ending on September 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. 123B.143, Subd. 1.

Section 3. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within

fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

ARTICLE V DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE VI DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Superintendent's duty year shall be for fifty nine (59) days on-site in Dawson and forty five (45) days remotely for a total of one hundred four days during the nine month and one day Contract. On-site and remote work days will be pre determined and agreed upon by the Superintendent and the School Board Chair. The Superintendent will share the work day calendar with the School Board and School Administration. During the time period of December 8, 2022 through March 12, 2023, the Superintendent will work remotely for at least 4 days but will be unavailable to work in person. The Superintendent shall be available on site or remotely during any emergency, natural or unnatural even on non scheduled work days. If the need arises for the Superintendent to work more than the 104 days of this contract, School Board Chair and the Superintendent upon mutual agreement can add extra days to this contract. Any extra day during this period shall be a total of 8 hours.

Section 2. Vacation: The Superintendent shall earn zero working days of annual paid vacation during this contract.

Section 3. Holidays: The Superintendent shall be entitled to zero paid holidays during this Contract.

Section 4. Sick Leave: The Superintendent shall not earn paid sick leave during this Contract.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Bereavement Leave: The Superintendent shall be granted unpaid bereavement leave for a death within the Superintendent's immediate family. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. "Immediate family" is defined as the Superintendent's spouse, child, parent, brother, sister, or other relative who was living in the same household as the Superintendent.

Section 7. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

Beginning July 1, 2023 through September 30, 2023 Troy Ferguson will serve as a consultant/resource for the new superintendent, Holly Ward, who will begin her full time duties as Dawson-Boyd Superintendent on July 1, 2023.

ARTICLE VII INSURANCE

AMENDED Section 1. Health and Hospitalization and Dental Insurance: Through August 31, 2023, the School District shall not provide the Superintendent and the Superintendent's dependents with health and hospitalization and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans at the expense of the School District. Beginning September 1, 2023, Troy Ferguson will be able to purchase any of the District's health and hospitalization, and dental policy at his own expense. After September 30, 2023, Troy Ferguson will be eligible to continue single health and hospitalization, and dental insurance through Consolidated Omnibus Budget Reconciliation Act (COBRA) notice at his own expense until he becomes eligible for Medicare at age 65, provided such period is allowed by the District's insurance carrier.

Section 3. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Superintendent under the School District's group long-term disability insurance plan.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VIII OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law.

Section 2. Vehicle: The School District shall compensate the Superintendent for business use of his/her private vehicle at the rate established annually by the Federal Government pursuant to M.S. 471.665, Subd. 1, until June 30, 2023.

Section 3. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law until June 30, 2023.

Section 4. Cell Phone Reimbursement: The School District will reimburse the superintendent \$50 per month for use of his personal cell phone for school district business until June 30, 2023.

ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$83,200 (\$800 per day for 104 days) for the 2022-2023 Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 18 equal installments during the Contract year. If additional days are deemed necessary and agreed upon by the Superintendent and the School Board Chair, the rate will be \$800 per day with a day being defined as 8 hours until June 30, 2023.

ARTICLE XI OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his/her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. The School District will not pay the membership dues for such organizations unless they require the Superintendent to become a member. The Superintendent shall present appropriate statements for approval as provided by law.

ARTICLE XII
SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed
my signature this ____ day of
_____, 20____.

Superintendent

IN WITNESS WHEREOF, we have subscribed
our signatures this ____ day of
_____, 20____.

School Board Chair

School Board Clerk

5/8/2023	Musical	Anonymous donation	\$50.00	
5/23/2023	Backpack for Kids	First Prestbyterian Church	\$100.00	
6/8/2023	Popma & DB Preschool Classroom	In Memory of Frank Aabye	\$495.00	Approved @ the 6/12/23 mtg.

Dawson-Boyd Public Schools Policy #101.1

Adopted: _____

Revised: 6-12-2023

101.1 NAME OF THE SCHOOL DISTRICT

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Lac qui Parle County Independent School District No. 0378. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

III. UNIFORM NAME

A. The name of the school district shall be Dawson-Boyd Public Schools.

(Examples include: Benson; Triton; Cass Lake-Bena; North Saint Paul-Maplewood-Oakdale; White Bear Lake Area Schools; Prior Lake/Savage Area Schools; West St. Paul-Mendota Heights-Eagan Area Schools; Northfield Public Schools; New Prague Community Schools; Stillwater Area Public Schools; Southwest Star Concept Schools; Jackson County Central School District.)

B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.

C. In official communications and on school district ballots, the school district shall be referred to as Lac qui Parle County Independent School District No. 0378, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References: None

Dawson-Boyd Public Schools Policy #103

Adopted _____

Revised 6-12-2023

103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS

I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees, or other persons may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent, who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or follow up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) or other law.

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

Cross References: 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 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 514 (Bullying Prohibition)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Dawson-Boyd Public Schools Policy #104

Adopted: _____

Revised: 6-12-2023

104 SCHOOL DISTRICT MISSION STATEMENT

I. PURPOSE

The purpose of this policy is to establish a clear statement of the purpose for which the school district exists.

II. GENERAL STATEMENT OF POLICY

The school board believes that a mission statement should be adopted. The mission statement should be based on the beliefs and values of the community, should direct any change effort and should be the basis on which decisions are made. The school board, on behalf of and with extensive participation by the community, should develop a consensus among its members regarding the nature of the enterprise the school board governs, the purposes it serves, the constituencies it should consider, including student representation, and the results it intends to produce.

III. MISSION STATEMENT

The Dawson-Boyd School District provides students with a well-rounded education Promoting academic achievement and creative artistic expression; nurtured through a Caring community and dedicated staff committed to inspire all learners to excel, create, Respect, and succeed.

IV. REVIEW

The school board will review the school district's mission every two years, especially when members of the board change. The school board will conduct a comprehensive review of the mission, including the beliefs and values of the community, every five to seven years.

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

Cross References: None

Dawson-Boyd Public Schools Policy # 201

Adopted: _____

Revised: 6-12-2023

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

- A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

- A. The membership of the school board consists of six elected directors, or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.
- B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

- A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.
- B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.
- C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.
- D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The school board, among other duties, shall perform the following in accordance with applicable law:
 - 1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
 - 2. conduct the business of the schools and pay indebtedness and proper expenses;
 - 3. employ and contract with necessary qualified teachers and discharge the same for cause;
 - 4. provide services to promote the health of its pupils;
 - 5. provide school buildings and erect needed buildings;
 - 6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;
 - 7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
 - 8. employ and discharge necessary employees and contract for other services;
 - 9. provide for transportation of pupils to and from school, as governed by statute; and
 - 10. procure insurance against liability of the school district, its officers, and employees.
- F. The school board, at its discretion, may perform the following:
 - 1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;
 - 2. furnish school lunches for pupils and teachers on such terms as the school board determines;

3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
4. lease rooms or buildings for school purposes;
5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
6. authorize cocurricular and extracurricular activities;
7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References:

Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233, 199 N.W. 911 (1924)

Cross References:

MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Dawson-Boyd Public Schools Policy #203

Adopted: _____

Revised: 6-12-2023

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

II. GENERAL STATEMENT OF POLICY

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

III. RULES OF ORDER

Rules of order for school board meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- C. *Robert's Rules of Order* (latest edition) where not inconsistent with A. and B., above.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

Dawson-Boyd Public Schools Policy #203.1

Adopted: _____

Revised: 6-12-2023

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

- A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;
- B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;
- C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and
- D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

- A. School board members need not rise to gain the recognition of the chair.
- B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.
- C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide

the second. The names of the members making and seconding a motion shall be recorded in the minutes.

- D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.
- E. The chair shall rule on all questions relating to motions and points of order brought before the school board.
- F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.
- G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.
- H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.
- I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.
- J. The order in which names will be called for roll call votes will be determined by the school board.
- K. The chair has the same right and responsibility as each school board member to vote on all issues.
- L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.
- M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

Legal References: Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment; Contracts, Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (Boards of Independent School Districts)
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
Minn. Stat. § 471.88 (Exceptions)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
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)

Dawson-Boyd Public Schools Policy#203.2

Adopted: _____

Revise 6-12-2023

203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING

I. PURPOSE

The purpose of this policy is to ensure consistency in the order of business at regular school board meetings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

III. ORDER

A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order similar to:

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors.
4. Approval of prior meeting minutes.
5. Consent agenda.
6. Presentation of additional bills for payment.
7. Reports.
8. Written communications.
9. Administrative reports.
10. Other old or unfinished business.
11. New business.

12. Adjournment.

- B. Items in this order may be considered as part of a consent agenda.
- C. The school board may depart from the order of business with the consent of the majority of members present.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board –
Governing Rules)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 203.6 (Consent Agendas)

Dawson-Boyd Public Schools Policy#203.5

Adopted: _____

Revised: 6-12-2023

203.5 SCHOOL BOARD MEETING AGENDA

I. PURPOSE

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

II. GENERAL STATEMENT OF POLICY

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

III. PROCEDURES

- A. While all school board members may provide input, it shall be the responsibility of the school board chair and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.
- C. The tentative agenda and supporting documents shall be sent to the school board members three (3) days prior to the scheduled school board meeting.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.
- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the school board considers their subject

matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

Legal References: Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)
Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 13-015 (December 23, 2013)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.6 (Consent Agendas)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 207 (Public Hearings)

Dawson-Boyd Public Schools Policy #203.6

Adopted: _____

Revised: 6-12-2023

203.6 CONSENT AGENDAS

I. PURPOSE

The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

III. CONSENT AGENDAS

- A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.
- D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

Dawson-Boyd Public Schools Policy #206

Adopted: _____

Revised: 6-12-2023

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any

complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

- A. Agenda Items
1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
 2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
 3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out

of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.

4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
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 School Law Bulletin "C" (Minnesota's Open Meeting Law)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Dawson-Boyd Public Schools Policy #207

Adopted: _____

Revised: 6-12-2023

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law concerning certain issues, including but not limited to, school closings (Minnesota Statutes section 123B.51), education district establishment (Minnesota Statutes section 123A.15), and agreements for secondary education (Minnesota Statutes section 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion.

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.
2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.
3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. If the school board requires designation of a representative or

spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.

4. Privilege to Speak: A school board member should direct remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

Legal References:

Minn. Stat. § 123A.15 (Establishing Education Districts)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (School Closings)

Cross References:

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

Dawson-Boyd Public Schools Policy #209

Adopted: _____

Revised: 6-12-2023

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

- B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:
1. Focus on education policy as much as possible.
 2. Remember my responsibility is to set policy – not to implement policy.
 3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
 4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
 5. Work through the superintendent – not over or around the superintendent.
 6. Delegate the implementation of school board decisions to the superintendent.
- C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:
1. Respect the rights of others to have and express opinions.
 2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
 3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
 4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
 5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
 6. Insist that committees be appointed to serve only in an advisory capacity to the school board.
- D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:
1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
 2. Attempt to obtain adequate financial support for the school district's programs.
 3. Insist that business transactions of the school district be ethical and open.
 4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.
- E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:
1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: None

Dawson-Boyd Public Schools Policy #211

Adopted: _____

Revised: 6-12-2023

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

- A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.
- C. Data Practices
Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the

superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dyppress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Dawson-Boyd Public Schools Policy #212

Adopted: _____

Revised: 6-12-2023

212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.
- C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Dawson-Boyd Public Schools Policy #213

Adopted: _____

Revised: 6-12-2023

213 SCHOOL BOARD COMMITTEES

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

- A. The school board hereby appoints the following standing committees:

1. Finance and Facilities
 2. Policy.
 3. Personnel
 4. Negotiations Committee(s) for various employee groups.
- B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.
- C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)