

Dawson-Boyd School Board  
Monday, December 5, 2022 Regular Meeting Time  
Dawson-Boyd Board Room  
Monthly Board Meeting  
Google Meet joining info:

## **Meeting Agenda**

1. Call to order  
  
Truth in Taxation Presentation
  - 1.a. Motion to Approve Final 2023 Levy
    - 1.a.1 \$2,635,506.91 Increase of 3.29% over Pay 2022 Levy
2. Adopt/Amend Agenda
3. Public Comments
4. Consent Agenda: THE FOLLOWING ITEMS ARE SUBMITTED FOR CONSENT APPROVAL
  - a. **Approval of Meeting Minutes**
  - b. **Approval of Financial Report and Monthly Claims and Accounts**
  - c. **Approval of Staffing Matters/Personnel**
5. Communications: THE FOLLOWING ITEMS ARE SUBMITTED FOR CONSIDERATION
  - 5.a. Presentation by Chris Ziemer, ICS and Michael Hart, PMA Financial
  - 5.b. High School and Elementary Principal Contracts
  - 5.c. Trane Agreement
6. Information Items:
  - a. **Board Member Reports**
  - b. **Teacher Reports - Allysa Hurley & Kassi Albertson**
  - c. **AD/Community Ed/Transportation Director Reports**
  - d. **School Nurse Reports**
  - e. **Principal Reports**
  - f. **Technology Director Reports**
  - g. **Business Manager Reports**
  - h. **Superintendent Report**
7. Discussion/Approval Items:
8. Action Items:

**Elementary and High School Principal Contracts**

**Trane Agreement**

- a. **Resolution-District Donations**
- b. **Approval of School Fundraisers**
- c. **Policies**

9. **Adjournment**



Dawson-Boyd School District

# Truth in Taxation

Public Hearing

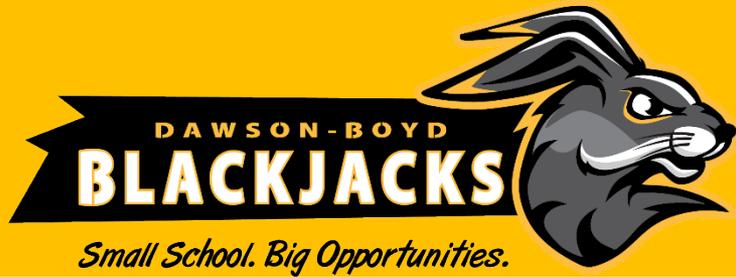
for Taxes Payable in 2023

December 5, 2022 at 6:00pm

Presented by:

Stacy Stratmoen

Business Manager



## Minnesota State Law Requires:

### A Public Meeting...

- Between November 24<sup>th</sup> & December 28<sup>th</sup>
- At 6:00pm or later
- May be part of regularly scheduled meeting
- Must allow for public comments
- May adopt final levy at same meeting

### ... and Presentation of:

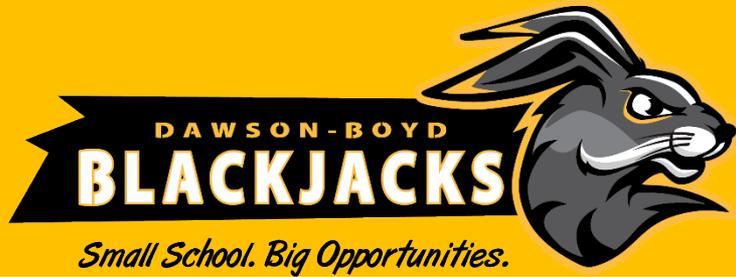
- Current year budget
- Proposed property tax levy
- Specific purpose & reasons taxes are being increased/decreased



# Dawson-Boyd School District

## Agenda

- Background on School Funding
- District's Budget
- District's Proposed Tax Levy for Taxes Payable in 2023
- Public Comments



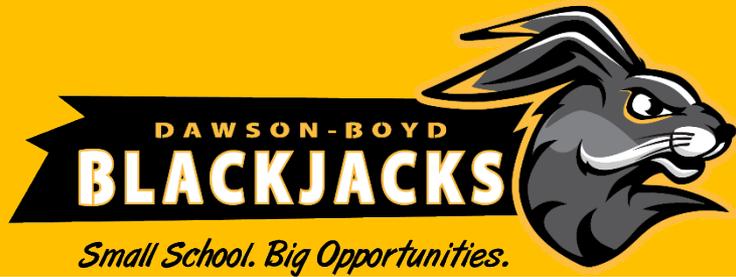
## MN Legislature Must Set Funding for Minnesota Public Schools

Minnesota Constitution ARTICLE XIII

MISCELLANEOUS SUBJECT

SECTION 1

**“UNIFORM SYSTEM OF PUBLIC SCHOOLS.** The stability of a republican form of government depending mainly upon the intelligence of the people, it is the duty of the legislature to establish a general and uniform system of public schools. The **legislature shall make such provisions by taxation or otherwise** as will secure a thorough and efficient system of public schools throughout the state.”



# Dawson-Boyd School District

As a result...

## Funding is Highly Regulated

State Sets:

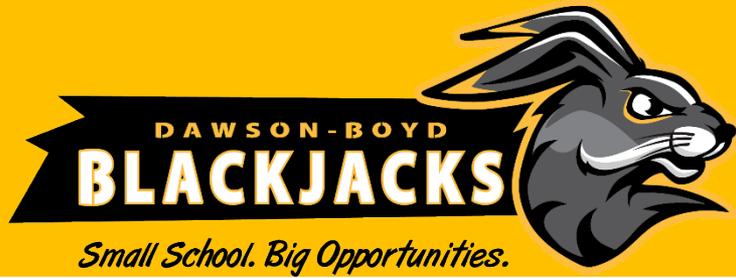
- Formulas which determine revenue; most revenue based on specified amounts per pupil
- Tax policy for local schools
- Maximum authorized property tax levy (districts can levy less but not more than amount authorized by state, unless approved by voters in November)

State also authorizes school board to submit referendums for operating and capital needs to voters for approval.



## Change in Tax Levy does not Determine Change in Budget

- Tax levy is based on many state-determined formulas plus voter approved referendums
- Some changes in tax levies are revenue neutral, offset by reductions or increases in state aid
- Expenditure budget is limited by state-set voter-approved levies, and fund balance
- An increase in school taxes does not correlate to an equal increase in the expenditure budget



## School District Levy Cycle Differs from City/County Levy Cycle

### City/County

- Budget Year same as calendar year
- 2023 taxes provide revenue for 2023 calendar year budget

### Schools:

- Budget year begins July 1<sup>st</sup> and coincides with school year
- 2022 taxes provide revenue for 2022-23 school fiscal year
- Budget will be adopted in June 2022



## Budget Information

- All school districts' budgets are divided into separate funds, based on purpose of revenue, as required by law
- Fund Accounting Structure:
  - General Fund
  - Food Service Fund
  - Community Service Fund
  - Debt Service Fund
  - Custodial Fund



# Dawson-Boyd School District

## Fund Accounting Overview

### **GENERAL FUND – FUND 1**

#### **INSTRUCTION/MAINTENANCE**

- Classroom Instruction
- Extra-Curricular Activities
- Federal and State Instructional Programs
- Repair and Maintenance

#### **TRANSPORTATION OPERATIONS**

- Transportation of Students

#### **CAPITAL EXPENDITURES**

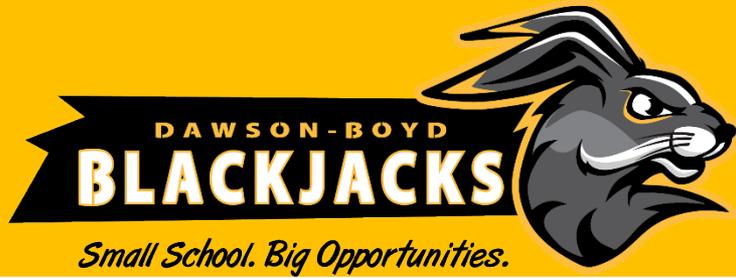
- Long Term Facility Maintenance (LTFM)
  - Includes Health and Safety
- Safe Schools
- Building Improvements
- Equipment Purchases

### **FOOD SERVICE FUND – FUND 2**

- School Lunch Program

### **COMMUNITY SERVICE FUND – FUND 4**

- Adult Continuing Education Classes
- Early Childhood Family Education Classes
- School and Community Sponsored Recreation Programs
- Senior Citizen's Programs
- Levy is based on:
  - **Adult population of the district**
    - 2838 – 2020 Census
    - 3021 – 2010 Census
  - **Early childhood levy is based on the number of children 0-4 years old in the district on 9-1-2022**



## Fund Accounting Overview

### DEBT SERVICE FUND – FUND 7

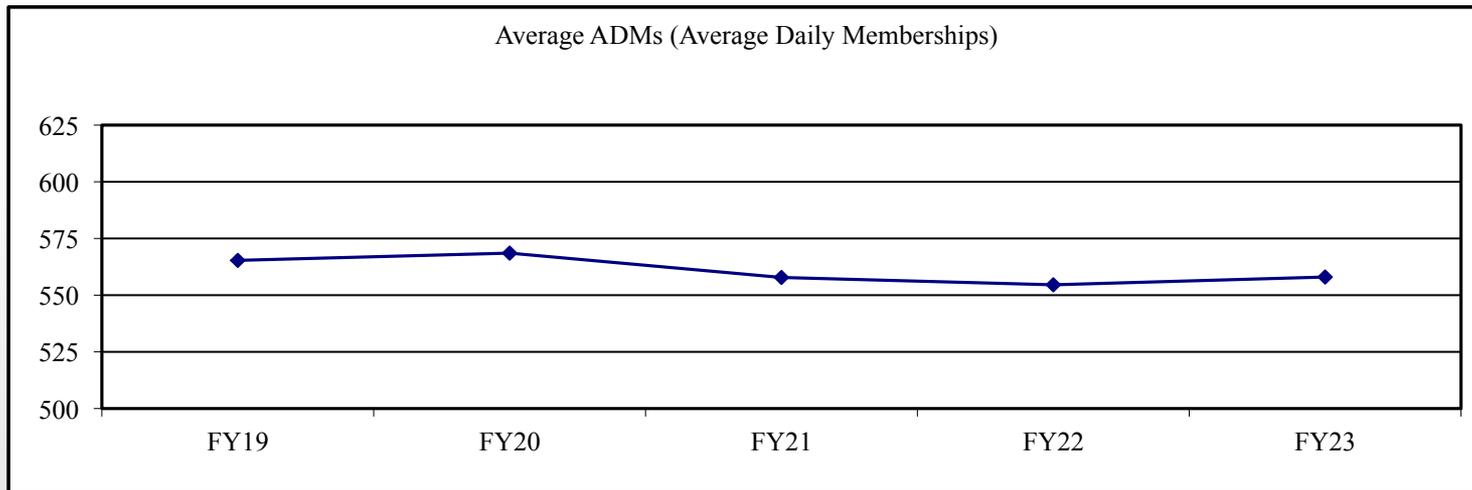
- Repayment of Bond Principal and Interest

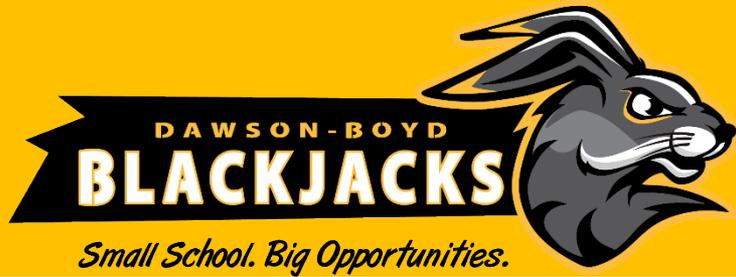
### CUSTODIAL FUND – FUND 18

- Funds received, held and expended as directed by outside sources
- Usually donated funds
- Senior Citizens Funds
- No Levy



## Districts Enrollment

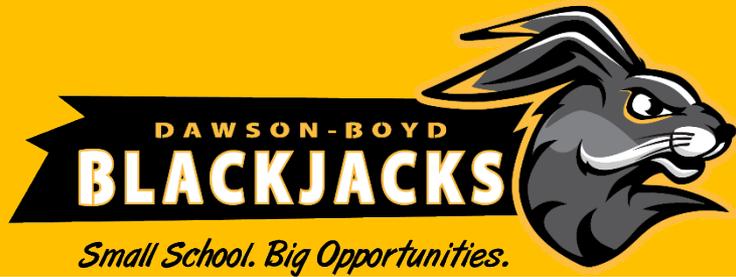




# Dawson-Boyd School District

## District Revenues and Expenditures: Actual for FY 2022, Budget for FY 2023

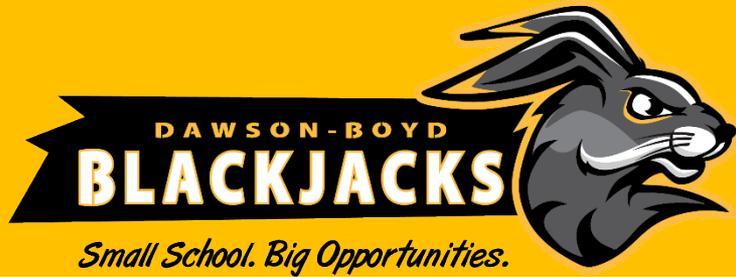
Fund	FY 2022 Beginning Fund Balances	FY 2022 Actual Revenues and Transfers In	FY 2022 Actual Expenditures and Transfers Out	June 30, 2022 Actual Fund Balances	FY 2023 Budget Revenues and Transfers In	FY 2023 Budget Expenditures and Transfers Out	June 30, 2023 Projected Fund Balances
General Fund/Restricted	\$ 550,719	\$ 462,912	\$ 433,874	\$ 579,757	\$ 185,374	\$ 410,096	\$ 355,035
General Fund/Other	\$ 1,343,771	\$ 7,350,567	\$ 7,738,681	\$ 955,657	\$ 7,364,131	\$ 7,357,554	\$ 962,234
Food Service Fund	\$ 251,710	\$ 610,090	\$ 772,159	\$ 89,641	\$ 424,740	\$ 424,740	\$ 89,641
Community Service Fund	\$ (200,712)	\$ 663,496	\$ 605,542	\$ (142,758)	\$ 718,886	\$ 666,830	\$ (90,702)
Construction Fund	\$ 12,244,950	\$ 158,573	\$ 9,998,200	\$ 2,405,323	\$ -	\$ -	\$ 2,405,323
Debt Service Fund	\$ 22,808	\$ 1,842,682	\$ 1,742,471	\$ 123,019	\$ 1,742,494	\$ 1,826,744	\$ 38,769
Custodial Fund	\$ 23,068	\$ 3,000	\$ 750	\$ 25,318	\$ -	\$ -	\$ 25,318
<b>Total - All Funds</b>	<b>\$ 14,236,314</b>	<b>\$ 11,091,320</b>	<b>\$ 21,291,677</b>	<b>\$ 4,035,957</b>	<b>\$ 10,435,625</b>	<b>\$ 10,685,964</b>	<b>\$ 3,785,618</b>



# Dawson-Boyd School District

## History of General Fund Balance

<u>Fiscal Year</u>	<u>Unassigned</u>	<u>Total</u>
2009-2010	\$462,806.00	\$487,041.00
2010-2011	\$837,961.00	\$1,059,907.00
2011-2012	\$777,059.00	\$ 972,764.00
2012-2013	\$1,067,958.00	\$1,014,866.00
2013-2014	\$1,191,574.00	\$1,187,315.00
2014-2015	\$1,188,450.00	\$1,291,766.00
2015-2016	\$1,460,247.00	\$1,695,695.00
2016-2017	\$1,496,945.00	\$1,621,864.00
2017-2018	\$1,571,764.00	\$1,755,606.00
2018-2019	\$1,702,301.00	\$2,029,405.00
2019-2020	\$1,690,743.00	\$2,191,643.00
2020-2021	\$1,343,771.00	\$1,894,490.00
2021-2022	\$ 955,657.00	\$ 1,524,815.00



# Dawson-Boyd School District

## History of Levy Limitations (Approved)

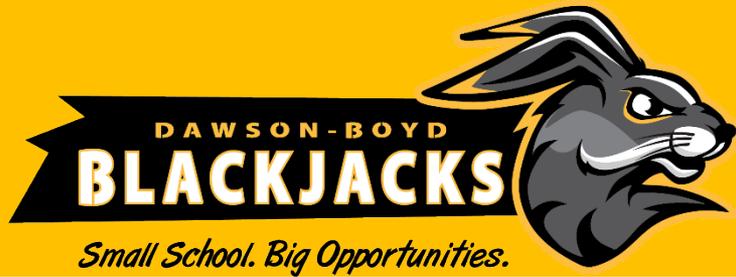
<u>Fund</u>	<u>Pay 2017</u>	<u>Pay 2018</u>	<u>Pay 2019</u>	<u>Pay 2020</u>	<u>Pay 2021</u>	<u>Pay 2022</u>	<u>Pay 2023</u>
General	\$708,892.32	\$68,638.08	\$516,674.47	\$651,174.50	\$601,315.95	\$699,047.12	\$834,264.19
Com Svc	\$ 75,894.48	\$82,822.21	\$88,886.76	\$87,546.89	\$ 81,671.47	\$ 69,756.39	\$ 87,102.64
Debt Svc	\$181,148.02	\$431,964.00	\$483,737.92	\$1,798,457.98	\$1,783,109.56	\$1,782,770.70	\$1,714,140.08
<b>Total</b>	<b>\$965,934.82</b>	<b>\$1,200,424.29</b>	<b>\$1,089,299.15</b>	<b>\$2,537,179.37</b>	<b>\$2,466,096.98</b>	<b>\$2,551,574.21</b>	<b>\$2,635,506.91</b>
<b>% Change</b>	<b>0.17%</b>	<b>24.28%</b>	<b>-9.26%</b>	<b>32.92%</b>	<b>-2.80%</b>	<b>3.47%</b>	<b>3.29%</b>

\*2018 Correction applied due to incorrect calculation in prior year

\*2020 is the first year Bond was applied to taxes for addition/remodel

\*2021 includes the 2011 Operating Referendum dropping off

\*2022 Taxes includes the approved Operating Levy from November 2, 2021 election results



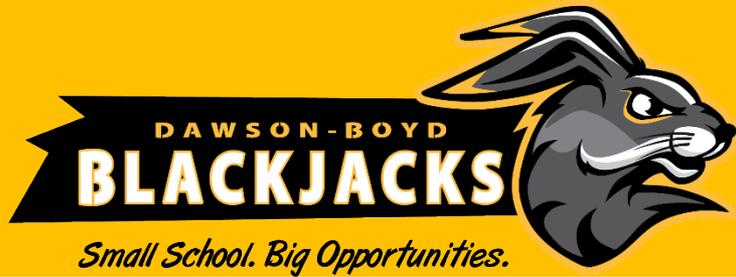
## The Levy Cycle

Certified in 2022 PAY 2023 for FY 2024

School Board adopts  
final levy in December  
2022.

Property owners pay  
taxes to counties in May  
2023 and October 2023.  
Counties remit these  
funds to school districts.

School districts record  
funds collected in  
calendar year 2023 as  
revenues in school fiscal  
year 2024.



## Property Tax Background

- Every owner of taxable property pays property taxes for the various “taxing jurisdictions” (county, city or township, school district, special districts) in which the property is located.
- Each taxing jurisdiction sets its own tax levy, most often based on limits set in state law.
- Each county sends out bills, collects taxes from property owners, and distributes funds back to other taxing jurisdictions.



## Key Dates for Levy Certification

- September 8: Minnesota Department of Education (MDE) prepared and distributed first draft of levy limit worksheets setting maximum authorized levy as permitted by law
- September 12: School board approved proposed levy amounts (set maximum allowed)
- Mid-November: Each county mailed “Proposed Property Tax Statements” to all property owners
- December 5: Public hearing on proposed levy held by DB School Board as required by law at Truth in Taxation 6:00 p.m. hearing
- Following the hearing the school board will certify final levy amounts at its regular meeting.



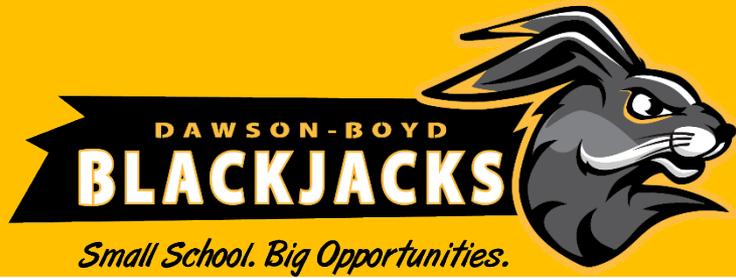
## Overview of Proposed Levy Payable in 2023

- The total pay 2023 proposed property tax levy for all funds will increase from Pay 2022, by 3.29% or \$83,932.70.
- Law requires that school districts explain the reasons for changes in the levy.



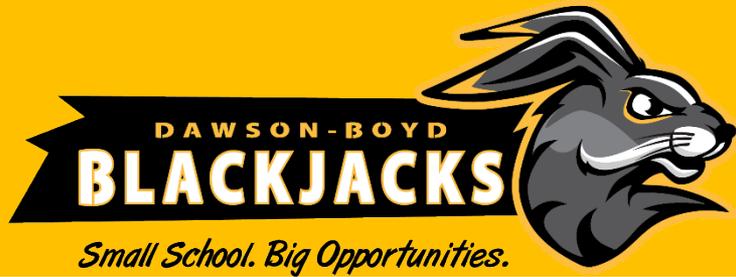
## General Fund Levy Changes

- Category: General Fund (Referendum/General)
- Net Change: 135,217.07
- Reasons for change:
  - Increases in Referendum, Career Technical, Facilities & Equipment Bond Adjustment, and Operating Capital
  - Increases in Integration & Achievement, LOR (Local Optional Revenue), Unemployment, Leases, Safe Schools, and LTFM (Long Term Facility Maintenance)



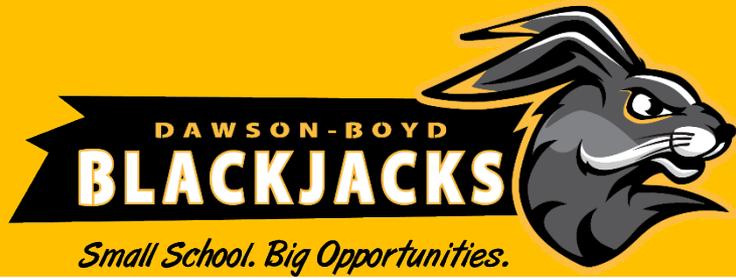
## Community Service Levy Changes

- Category: Community Service Fund
- Net Change: \$17,346.25
- Reasons for change:
  - ECFE (Early Childhood Family Education) Under 5 Population as of 9/1/21 - (2020 - 361)
  - Community Service – COVID mandatory childcare for essential workers



## Debt Service Levy Changes

- Category: Debt Service/OPEB Debt Service Funds
- Net Change: -\$68,630.62
- Reasons for change:
  - The District is required to levy 105% of the scheduled debt service payment so that there are enough funds available to make the bond payments, even if the taxpayers are delinquent in making their tax payments.
  - Excess funds have accumulated and are being used to pay a portion of the bond payments. This decrease along with increases in the bond payments results in lowering the tax burden this year.



# Dawson-Boyd School District

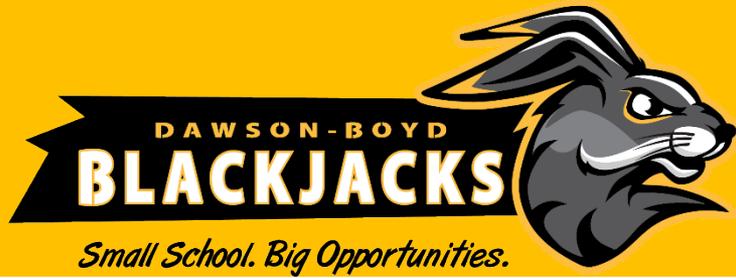
## Levy Comparison of Pay 2023 and Pay 2022 Totals

Levy Description	Pay 23 Proposed	Pay 22 Final	Difference
Total General fund	834,264.19	699,047.12	135,217.07
Total Community Education	87,102.64	69,756.39	17,346.25
Total Debt Redemption	1,714,140.08	1,782,770.70	(68,630.62)
<b>Grand Total Levy (Increase)</b>	<b>2,635,506.91</b>	<b>2,551,574.21</b>	<b>83,932.70</b>
<b>Percent Change</b>			
General Fund Percent	31.655%	27.397%	-3.321%
Community Ed. Percent	3.305%	2.734%	29.429%
Debt Redemption Percent	65.040%	69.869%	-0.341%
<b>Total Percent Change</b>	<b>100.000%</b>	<b>100.000%</b>	<b>3.289%</b>



## Subtotals by Category

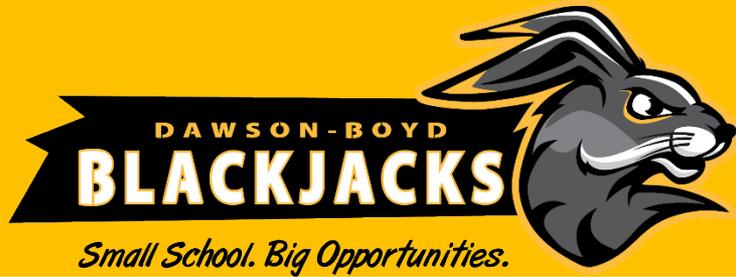
• Voter Approved	\$1,884,989.17
• Referendum	
• (Doesn't include Local Optional Revenue)	
• Other	\$ 750,517.74
• Set by state	
• Allowed by law	
<b>Total</b>	<b>\$2,635,506.91</b>



## Other Factors Impacting Tax Changes

Other factors that may affect your individual property tax statement:

- Increase or decrease in assessed valuation of individual property
- Increase or decrease in total value of all property in the district
- Legislative decisions
- Voter-approved referendums
- Actions taken by other taxing entities



## Next Steps

- Board will accept public comments and questions on proposed levy
- Board will certify the 2022 Payable 2023 property tax levy
- **Whereas**, Pursuant to Minnesota Statutes the School Board of Independent School District No. 378 is authorized to make the following proposed tax levies for general purposes:

General Fund	\$ 834,264.19
Community Service	\$ 87,102.64
Debt Service/OPEB Debt. Svc.	<u>\$1,714,140.08</u>
Total Proposed Tax levy	\$2,635,506.91

- **Now Therefore**, Be it resolved by the School Board of Independent School District No. 378 that the taxes to be levied in 2022 to be collected in 2023 is set at \$2,635,506.91. The clerk of ISD 378 School Board is authorized to certify the proposed levy to the County Auditor of Lac qui Parle County.



Dawson-Boyd School District

## Public Comments



# Dawson-Boyd School District

## Questions

### District-Specific Levy Questions:

Stacy Stratmoen, Business Manager

stacys@dwby.k12.mn.us 320-312-2302

### Questions Regarding Your Property Value:

Yellow Medicine East Assessor's Office

320-564-3132

Lac qui Parle County Assessor's Office

320-598-3187



Dawson-Boyd Independent School District No. 378  
**Regular November Board Meeting**  
November 14, 2022

The regular November meeting of the Board of Education was held on November 14, 2022, in the Dawson-Boyd School Board room. Kelly, Bothun, Jurgenson, Jenson, Buer, Perkins and Lund were present as well as the administrative staff. Chair Lund called the meeting to order at 6:00 p.m. The meeting agenda was approved as amended (Jenson and Kelly). There were no public comments.

Regular October claims and accounts totaling \$456,132.88, \$3,535.88 for Student Activities & \$178,909.84 for the Building Project were approved as presented (Perkins and Kelly). The Board reviewed electronic transfers and state tax payments made in October. The minutes of the October 10, 2022, regular meeting and the November 13, 2022, Treasurer's report were approved as presented in the consent agenda (Jenson and Buer).

**RESOLUTION #R1-60 -RESOLUTION CANVASSING RETURNS OF VOTES OF SCHOOL DISTRICT GENERAL ELECTION**, declaring School District Ballot to have carried (Bothun and Perkins). The Resolution authorized Clerk Jurgenson to certify the results of the election to the county auditor of each county in which the school district is located in whole or in part and to the Commissioner of Education. The ballot question "The board of Independent School District No. 378 (Dawson-Boyd), Minnesota as specified in the attached Abstract and Return of Votes Cast, a total of 1765 voters of the district voted at said election on the election of (Four) school board members for four year term vacancies on the board caused by expiration of term on the first Monday in January next following the general election as follows: Tina Harding 358, Tonya Kelly 614, Ann Jenson 593, Lynn Marotzke 745, Cameron Jurgenson 713, Clint Schindler 644, Megan Lynch 594, and 40 Write-In votes. Candidate Lynn Marotzke, Candidate Cameron Jurgenson, Candidate Clint Schindler, Candidate Tonya Kelly, having received the highest number of votes, are elected to four-year terms beginning the first Monday in January. Members voting in favor of the resolution were Kelly, Bothun, Jurgenson, Jenson, Buer, Perkins and Lund. There were no dissenting or abstaining votes.

**RESOLUTION #R1-60A-RESOLUTION OF CLERKS CERTIFICATE AS TO ABSTRACT AND RETURN OF VOTERS CAST**, declaring School District Ballot to have carried (Perkins and Buer). The Resolution authorized the school board members of ISD 378 (Dawson-Boyd), certify that they have canvassed the returns of the State General Election held on Tuesday, November 8, 2022 and have herein specified the names of any candidates receiving votes and the number of votes received by each candidate, and have herein specified the number of votes for and against any ballot questions voted on in this election. As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the clerk of ISD 378 (Dawson-Boyd). Members voting in favor of the resolution were Kelly, Bothun, Jurgenson, Jenson, Buer, Perkins and Lund. There were no dissenting or abstaining votes.

**RESOLUTION #R1-60B-RESOLUTION OF AUTHORIZING ISSUANCE OF CERTIFICATE OF ELECTION, NOW THEREFORE, BE IT RESOVED**, by the School Board of ISD 378, State of Minnesota, as follows: The chair and clerk are hereby authorized to execute certificates of election on behalf of the school board of ISD 378 to the following

candidate: Tonya Kelly, Lynn Marotzke, Cameron Jurgenson, Clint Schindler who have received a sufficiently large number of votes to be elected to fill vacancies on the board caused by expiration of term on the first Monday in January next following the election, based on the results of the canvass. Members voting in favor of the resolution were Kelly, Bothun, Jurgenson, Jenson, Buer, Perkins and Lund. There were no dissenting or abstaining votes.

**RESOLUTION #R1-60C- NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA**, that the gift of \$782.68, from David Pederson, be accepted by the district. **BE IT FURTHER RESOLVED**, the gift will be used by interested Dawson-Boyd School Choir students to attend Concordia College on a fieldtrip (Buer and Jenson). Members voting in favor of the resolution were Kelly, Bothun, Jurgenson, Jenson, Buer, Perkins and Lund. There were no dissenting or abstaining votes.

**RESOLUTION #R1-60D- NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA**, the proposed Dawson-Boyd High School Handbook change related to Alternative Learning Center Transportation (Buer and Perkins). **BE IT FURTHER RESOLVED**, that Dawson-Boyd resident students opting to attend an alternative learning setting will be responsible for their own transportation to and from the alternative learning center, unless the student has an Individualized Education Plan that specifies the need for special education transportation. The administration may accommodate non-IEP student's transportation needs on an individual basis but shall not be required to do so. Members voting in favor of the resolution were Kelly, Bothun, Jurgenson, Jenson, Buer, Perkins and Lund. There were no dissenting or abstaining votes.

Fundraiser approval was given to the DB Band department for sponsorships for Pep Band members to attend Valley Fair this summer for a performance; the DB Band department to hold carnival games, bake sale and dunk tank during Riverfest on 6/24/2023, High School Special Education room to have an Amazon wish list for kitchen items, and FFA to hold half time shoot outs at home basketball games with all proceeds going to the Dawson Food Shelf (Bothun and Perkins).

In district staffing matters, the Board approved the hiring of Melissa Grussing-Elementary Paraprofessional effective 11/14/2022; the hiring of Danielle Breberg-Elementary Paraprofessional effective 11/7/2022; the hiring of John Lund-part time Elementary Paraprofessional effective 11/7/2022; the hiring of Miranda Streich-High School Paraprofessional effective 10/24/2022; the resignation of Wanda Coon-Food Service effective 10/14/2022; the resignation of Bridget Johnson-Elementary Paraprofessional effective 11/10/2022; the resignation of Melissa Grussing-Elementary Paraprofessional effective 10/31/2022; the resignation of Jennifer Pillatzke-Daycare effective 11/15/2022 (Perkins and Kelly with Lund abstaining).

Principals Hiedeman and Stotesbery reported on a number of staff and student issues including the Veterans Day program, conferences, end of quarter 1, students attending the Young Artist Conference at SMSU on 10/26/2022, Energy Bus passenger party, upcoming Band/Choir/Orchestra concerts, along with American Education Week taking place on November 14-18, 2022. A Teacher report was given by Chris Lehne, Band Teacher.

In the Communications and Informational section of the agenda, Chris Ziemer with ICS, updated the board on the building project. He talked about Long Term Facility Maintenance monies, additional parking at the school, mandatory elevator upgrades and the roof on the Dawson-Boyd Community Center, which is past its life and needs attention which was constructed in 2000. The project referendum on the 2019 ballot approved by the voters in the district was for \$22,700,000 and there is approximately a million dollars left from that amount for other projects. A new state statute in 2019 states that the school must set a certain dollar amount of the approved bonds into an unrealized account. These funds have to be used for projects that were approved for at the time of the vote. This is the reason the school district is focusing on roofing at the community center, parking lots, elevator upgrades in the high school and an HVAC unit above the elementary gym. Chris and Michael Hart, with PMA Financial, will follow up during the December meeting with further information. Interim Superintendent Ferguson along with the board will hold the Levy Information and TNT Meeting at the regular December 5<sup>th</sup> meeting at 6:00 p.m. with the regular meeting to follow. He noted again of the date change of the meeting. Aafedt, Transportation/Athletic Director/Community Ed Director, informed the board that fall sports are wrapping up, winter sports beginning soon, and that the Community Education brochure will be published online only moving forward. They will be increasing from three to four brochures a year. If anyone needs a printed copy they may obtain one in the district office. Aafedt and Ferguson will meet with representatives from Dawson, Madison and Appleton concerning the issue of the tennis courts at LqPV High School that are in need of repair and replacement. Six courts are a minimum needed for competition. They will keep the board updated on this matter. Leah Prestholdt, school nurse, updated the board on the increase of RSV and Influenza in the county and state. She will be monitoring this closely.

In the Discussion/Approval section, Superintendent Ferguson addressed he will continue to update School District Policies for the district. He is planning to add approximately 8-10 new ones at each meeting until he is done in June. The board also discussed that the Minnesota School Board Association planning meetings for the board's new superintendent search will take place on November 22 and November 30 to begin the process. The process for the Superintendent search will cost the district \$7,900. If it is a failed search, there will be help to find an interim and the search would be done again next year for no additional cost. Also discussed was to discontinue transportation for students attending the ALC in Montevideo unless the student has an IEP that specifies that need for special education transportation.

In action items, approved Policy #214 Out Of State Travel by School Board Members (Perkins and Jenson); Policy #402 Disability Nondiscrimination Policy (Buer & Kelly), Policy #404 Employment Background Checks (Bothun and Perkins); Policy #407 Employee Right to Know-Exposure to Hazardous Substances (Kelly and Jenson); Policy #410 Family and Medical Leave Policy (Perkins and Buer); Policy #413 Harassment and Violence (Perkins and Bothun); Policy #413 Harassment and Violence Report Form (Perkins and Bothun); Policy 415 Mandated Reporting of Maltreatment Of Vulnerable Adults (Perkins and Kelly); Policy #514 Bullying Prohibition Policy (Perkins and Jenson); Policy #515 Protection and Privacy of Pupil Records (Buer and Bothun); Policy #515 Protection and Privacy of Pupil Records Form (Buer and Bothun)

With no additional issues before the board, Lund adjourned the meeting at 7:28 p.m. (Jenson and Bothun).

Cameron Jurgenson, School Board Clerk

NOVEMBER 2022 TRANSFERS FROM MSDLAF TO DAWSON CO-OP CREDIT UNION

11/21/2022 \$350,000.00

NOVEMBER 2022 TRANSFERS FROM INVESTMENTS (CONSTRUCTION TO DAWSON CO-OP CU)

11/23/2022 \$178,909.84

NOVEMBER 2022 MANUAL CHECKS

11/18/2022	69506	Farmers Mutual Telephone Company	\$	608.80
11/18/2022	69507	Hiedeman, Amy	\$	949.93
11/18/2022	69508	Jim's Clothing	\$	169.90
11/18/2022	69509	Johnson Memorial Health Services	\$	6,499.50
11/18/2022	69510	KLQP Radio Station	\$	33.00
11/18/2022	69511	LqPV High School	\$	33,182.33
11/18/2022	69512	McBride, Kendra	\$	77.70
11/18/2022	69513	Otter Tail Power	\$	229.27
11/18/2022	69514	US Bank	\$	6,943.85
11/30/2022	69515	AFLAC	\$	671.56
11/30/2022	69516	Vendor Void	\$	0.00
11/30/2022	69517	Vendor Void	\$	0.00
11/30/2022	69518	Aviben	\$	5,652.62
11/30/2022	69519	Aviben	\$	121.14
11/30/2022	69520	DBEA	\$	1,876.21
11/30/2022	69521	DB Flex Account	\$	1,202.13
11/30/2022	69522	Vendor Void	\$	0.00
11/30/2022	69523	Vendor Void	\$	0.00
11/30/2022	69524	Void	\$	0.00
11/30/2022	69525	ISD #378 (Food Service)	\$	130.00
11/30/2022	69526	Madison National Life	\$	936.24
11/30/2022	69527	Void	\$	0.00
11/30/2022	69528	NCPERS Group Life Ins.	\$	16.00
11/30/2022	69529	NGL Insurance Group	\$	150.85
11/30/2022	69530	Vendor Void	\$	0.00
11/30/2022	69531	PERA	\$	10,007.83
11/30/2022	69532	TRA	\$	22,592.77
11/30/2022	69533	WEX	\$	2,795.97
11/29/2022	69534	Brehmer, Aaron	\$	125.00
11/29/2022	69535	Cortez, James	\$	100.00
11/29/2022	69536	Dolan, Daniel	\$	125.00
11/29/2022	69537	Fredrick, Brian	\$	100.00
11/29/2022	69538	Herman, Mark	\$	100.00
11/29/2022	69539	Redwood Area Schools	\$	300.00
11/29/2022	69540	Redwood Area Schools	\$	75.00
11/29/2022	69541	RP Activities	\$	250.00
11/29/2022	69542	Slaba Jr., Robert	\$	125.00
				<u>\$96,147.60</u>

NOVEMBER 2021 FEDERAL & STATE TAX PAYMENT

FEDERAL 11/30/22 \$45,845.14 STATE 11/30/22 \$7,243.15



Check Nbr	Vendor Name	Check Date	Check Amount
69543	AAFEDT, ANTHONY	12/04/2022	202.50
69544	ACTIVITY FUND	12/04/2022	20.00
69545	AL'S MERCANTILE	12/04/2022	123.33
69546	AMERITAS LIFE INSURANCE CORP	12/04/2022	372.76
69547	AMERICAN WELDING & GAS INC	12/04/2022	74.97
69548	ARAMARK UNIFORM SERVICES	12/04/2022	135.22
69549	ARBOR SCIENTIFIC	12/04/2022	404.60
69550	AVIBEN	12/04/2022	59.36
69551	BRIAN SKOGEN CONSULTING	12/04/2022	232.50
69552	BSN SPORTS	12/04/2022	2,724.99
69553	Vendor Continued Check	12/04/2022	0.00
69554	CITY OF DAWSON	12/04/2022	6,233.92
69555	DAVE'S PLUMBING, HEATING & A/C	12/04/2022	1,017.50
69556	FERGUSON, TROY	12/04/2022	1,100.00
69557	FLINN SCIENTIFIC INC	12/04/2022	1,146.40
69558	FREDRICK, BRIAN	12/04/2022	125.00
69559	GRITMACKER, HAILEY A	12/04/2022	59.13
69560	GRUWELL ELECTRIC	12/04/2022	153.80
69561	HERMAN, MARK	12/04/2022	125.00
69562	Vendor Continued Check	12/04/2022	0.00
69563	HILLYARD/HUTCHINSON	12/04/2022	4,588.35
69564	INSTITUTE FOR ENVIRONMENTAL AS	12/04/2022	1,600.00
69565	INTERSTATE ALL BATTERY CENTER	12/04/2022	6.60
69566	JAY MERCIER	12/04/2022	350.00
69567	JENSON, ANNA	12/04/2022	30.00

Check Nbr	Vendor Name	Check Date	Check Amount
69568	JIM'S CLOTHING	12/04/2022	1,218.00
69569	Vendor Continued Check	12/04/2022	0.00
69570	KEMPS LLC (DBA CASS-CLAY CREAM	12/04/2022	4,551.50
69571	KLEVEN, CARRIE L	12/04/2022	51.78
69572	KOENEN, MATTHEW	12/04/2022	125.00
69573	MARCO TECHNOLOGIES LLC	12/04/2022	2,281.70
69574	MARCO TECHNOLOGIES LLC	12/04/2022	204.00
69575	MARKS, RICK R	12/04/2022	125.00
69576	MARTIN, GREG	12/04/2022	250.00
69577	MC GRAW HILL	12/04/2022	172.20
69578	MENARDS	12/04/2022	51.92
69579	Vendor Continued Check	12/04/2022	0.00
69580	MIDWEST TRUCK PARTS, INC	12/04/2022	1,149.58
69581	MINNESOTA WEST-CANBY	12/04/2022	11,283.39
69582	MUSIC STREET	12/04/2022	81.31
69583	OPG-3	12/04/2022	3,123.00
69584	ORTONVILLE HIGH SCHOOL	12/04/2022	100.00
69585	Vendor Continued Check	12/04/2022	0.00
69586	OTTER TAIL POWER	12/04/2022	13,672.80
69587	PAN-O-GOLD BAKING COMPANY	12/04/2022	346.00
69588	PEMBERTON, SORLIE, RUFER & KER	12/04/2022	403.50
69589	Vendor Continued Check	12/04/2022	0.00
69590	PERFORMANCE FOODSERVICE-MARSHA	12/04/2022	18,889.10
69591	PITNEY BOWES GLOBAL FINANCIAL	12/04/2022	554.19
69592	PLUNKETT'S PEST CONTROL	12/04/2022	95.85

Check Nbr	Vendor Name	Check Date	Check Amount
69593	POHLMIEIER, RICH	12/04/2022	250.00
69594	ROCKLER WOODWORKING AND HARDWA	12/04/2022	1,670.76
69595	RUNNING'S SUPPLY INC.	12/04/2022	35.96
69596	SARLETTES MUSIC	12/04/2022	68.00
69597	KEN SATHER CONSTRUCTION LLC	12/04/2022	5.63
69598	SERBUS, NATHAN	12/04/2022	125.00
69599	SOUTHWEST MINNESOTA EMS	12/04/2022	660.00
69600	SULLIVAN, MATTHEW JAMES	12/04/2022	125.00
69601	TIM'S FOOD PRIDE	12/04/2022	288.05
69602	US FOODS	12/04/2022	1,318.72
69603	WILLMAR PUBLIC SCHOOL	12/04/2022	50.00
69604	WOLLY LEARNING INC	12/04/2022	150.00
62	Computer	Check(s) For a Total of	84,362.87

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
62	Computer	Checks For a Total of	84,362.87
Total For 62	Manual, Wire Tran, ACH & Computer	Checks	84,362.87
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	84,362.87

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
01	GENERAL FUND	372.76	20.00	56,487.06	56,879.82
02	FOOD FUND	0.00	0.00	25,485.08	25,485.08
04	COMMUNITY EDUCAT	0.00	0.00	1,997.97	1,997.97

Check Nbr	Vendor Name	Check Date	Check Amount
69605	BRAUN INTERTEC CORPORATION	12/04/2022	2,120.00
69606	ICS CONSULTING, LLC (D/B/A ICS	12/04/2022	27,950.52
2	Computer	Check(s) For a Total of	30,070.52

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
2	Computer	Checks For a Total of	30,070.52
Total For 2	Manual, Wire Tran, ACH & Computer	Checks	30,070.52
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	30,070.52

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	30,070.52	30,070.52

INDEPENDENT SCHOOL DISTRICT NO. 378

TREASURER'S REPORT TO SCHOOL BOARD

DATE: DECEMBER 4, 2022

MONTH: NOVEMBER 2022

FUNDS	BEGINNING OF MONTH BAL.	CURRENT MONTH ACTIVITY	OTHER	END OF MONTH BALANCE
GENERAL	-\$673,434.42	-\$517,757.58	\$0.00	-\$1,191,192.00
FOOD SERVICE	\$91,547.06	\$16,686.14	\$0.00	\$108,233.20
COMMUNITY SERVICE	-\$63,069.75	\$9,533.45	\$0.00	-\$53,536.30
BUILDING/CONST	\$0.00	\$0.00	\$0.00	\$0.00
DEBT REDEMPTION	\$1,045,189.06	\$314,524.60	\$0.00	\$1,359,713.66
TRUST AND AGENCY	\$5,250.00	\$0.00	\$0.00	\$5,250.00
TOTALS	\$405,481.94	-\$177,013.39	\$0.00	\$228,468.55

RECONCILLIATION 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
\$365,393.97	-136,925.42					\$228,468.55

INVESTMENTS

REGULAR FUND-600216	CERTIFICATE NUMBER	DOLLAR AMOUNT
MSDLAF		\$0.66
MSDMAX		\$0.00
MNTRUST		\$2,258,278.12
TOTAL		\$2,258,278.78



Transfer of Ashley Lewis-Paraprofessional to Daycare effective December 5, 2022

Hiring of Jennifer Pillatzke-Paraprofessional effective November 28, 2022

Hiring of Eva Hernandez-Daycare effective November 25, 2022



**TRANE®**

3417 7<sup>th</sup> Ave N  
Fargo, ND 58103  
Phone:(701)235-0521 Fax:(701)293-3136

**Prepared For: Bidders**

**Date: 10/14/2022**

**Job Name: Dawson Boyd Schools Siemens Field  
Controls Upgrade**

848 Chestnut St.  
Dawson, MN 56232

## **CONTROLS PROPOSAL**

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**Building Automation System** - "Scope of Work" and notations within are based on the following negotiated scope of work with ICS / Dawson Schools and based on the site survey performed on 09/21/2022.

### **Scope of Work:**

#### **Item 1 – Trane Tracer SC HTML5 Web-based BACnet Building Automation System (BAS)**

- Provide, install and wire One (1) Tracer SC BAS
- HTML5 Web-based BACnet BAS (BACnet IP, BACnet ms/tp, BACnet ZigBee, Modbus and LonTalk capability included as standard, without additional licensing required)
- Tracer BAS Compatible with PC, Mobile Device and Tablet Browsers (No JAVA Required)
- Tracer BAS "App" for alarm retrieval, setpoint changes and quick overrides is a free download for anyone on Apple iOS and Google Android devices (search: "Trane BAS Operator Suite")
- Optimal Start/Stop Scheduling, 90-Day Standard Graphical Data Logs, Custom Graphical Data Logs Support 125,000 Samples Per Point (>3 Years of Trend Storage at 15 Minute Intervals), Advanced Alarm Management (Email alarming, Time-based routing, 1000+ Alarm Storage), Setpoint Adjustment, Expiring Overrides, Reports including "All Points in Override Report"
- All BACnet controllers are BTL listed to ensure Open System compatibility
- TraneConnect secure VPN remote customer access to Tracer SC is included
- Custom Programmed Sequences of Operation
- 3D Photorealistic Animated HVAC Equipment Graphics
- Owner Control System Operational Training – 4 Hours

#### **Item 2 – BACnet DDC Controls for One (1) Multistack Heating/Cooling System**

- UC600 Programmable Controller and expansion modules to replace existing Siemens controller(s)
- BACnet communication and tie-in to BAS

#### **Item 3 – BACnet DDC Controls for One (1) Heating Hot Water System**

- UC600 Programmable Controller and expansion modules to replace existing Siemens controller(s)
- BACnet communication and tie-in to BAS

#### **Item 4 – BACnet DDC Controls for Two (2) Makeup Air Units (MAU-1, MAU-2), Six (6) Heating Pumps (P1 through P6), Domestic Hot Water Recirc Pump, Six (6) Exhaust Fans (EF-1,4,5,6,7,8) and One (1) Heat Exchanger (HX-1)**

- UC600 Programmable Controller and expansion modules to replace existing Siemens controller(s)
- BACnet communication and tie-in to BAS

**Item 5 – BACnet DDC Controls for Six (6) Water to Air Heat Pumps**

- UC400 Programmable Controller and expansion modules to replace existing Siemens controller(s)
- Wireless Zone Sensor
- BACnet communication and tie-in to BAS

**Temperature Control Clarifications:**

The following materials and/or labor are included:

- One (1) Year **Parts and Labor Warranty** on all Materials and Workmanship
- **Applicable Use Tax on Installed Material is Included**
- Electrical Installation per local code requirements
- Project Management
- Project-specific written Sequence of Operation
- Control Valve and Control Damper Schedules (if applicable)
- Control System Programming and Graphics
- Electrical Wiring and Installation as described above
- Owner Control System Operational Training
- Trane BAS Operator Suite “App” for Apple and Android mobile devices
- All existing controls end-devices besides existing Siemens DDC Controllers are assumed to be in good working order. Any devices found to be faulty or defective that the owner agrees to replace will be billed out above and beyond the scope of this contract.
- No warranty coverage beyond any original warranties still in effect on re-used end devices is implied or included with this proposal

**Temperature Control Exclusions:**

The following materials and/or labor are not included:

- PC Workstation(s), Laptop Workstation(s), Tablet(s) (to be owner-provided)
- LEED Commissioning, unless specifically noted above
- Test & Balance
- Demolition of existing temperature controls, wiring and/or tubing, unless specifically noted above
- Line Voltage Wiring, 120VAC Power Wiring
- Motor Starters or Variable Frequency Drives (VFD’s)
- Smoke Detectors, Smoke Dampers, Fire/Smoke Dampers, Associated Wiring
- Fire Alarm System Wiring, Fire Alarm Shutdown Interlocks
- Financial Responsibility for Liquidated Damages
- Permits, Fees, Bid Bond, Payment and Performance Bonds
- Premium Time Labor or Price Contingency Therefor
- Participation in OCIP or CCIP Insurance Programs
- MBE/WBE participation, unless specifically noted above
- Controls for any systems not listed above as included

**Temperature Control Notes:**

- This proposal is valid for (30) days from date of issuance
- All work to be performed during normal business hours (Mon-Fri; 07:00-16:00, non-holidays)
- All hardware has a 1-Year Warranty from installation (not to exceed 18 months from shipment)
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors

**Total Net Price – Items 1 through 3.....\$32,890.00**  
**Total Net Price – Items 4 & 5.....\$20,250.00 (Price only valid if taken at same time as Items 1 through 3)**  
**If Items 4 & 5 are not taken at the same time as Items 1 through 3, add \$4,500 to Item 4 & 5 pricing for re-mobilization and additional travel fees.**

Sincerely,

**Trane**  
3417 7<sup>th</sup> Ave N  
Fargo, ND 58103  
Phone: (701)235-0521

**Acceptance of Proposal by:**

**Customer** \_\_\_\_\_

\_\_\_\_\_  
**Signed** \_\_\_\_\_

\_\_\_\_\_  
**By** \_\_\_\_\_

\_\_\_\_\_  
**Title** \_\_\_\_\_

**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

“Company” shall mean Trane Canada ULC for Work performed in Canada, and Trane U.S. Inc. for Work performed in the United States.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

**3. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**4. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**5. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**6. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

**7. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**8. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**9. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**10. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**11. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**12. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**13. Asbestos and Hazardous Materials.** Company’s Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (“PCB”), or other hazardous materials (hereinafter, collectively, “Hazardous Materials”). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company’s Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

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

**15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

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

**17. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**19. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**20. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

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

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

**21. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**22. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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

#### **24. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**25. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction

or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)  
Supersedes 1-26.251-10(0614)



**PMA**<sup>TM</sup>  
SECURITIES

December 5, 2022

ISD 378

Dawson-Boyd Public Schools

Facilities Improvement Financial Discussion

**Michael Hart**

Director, Public Finance

[mhart@pmanetwork.com](mailto:mhart@pmanetwork.com)

612-509-2569

**Steve Pumper**

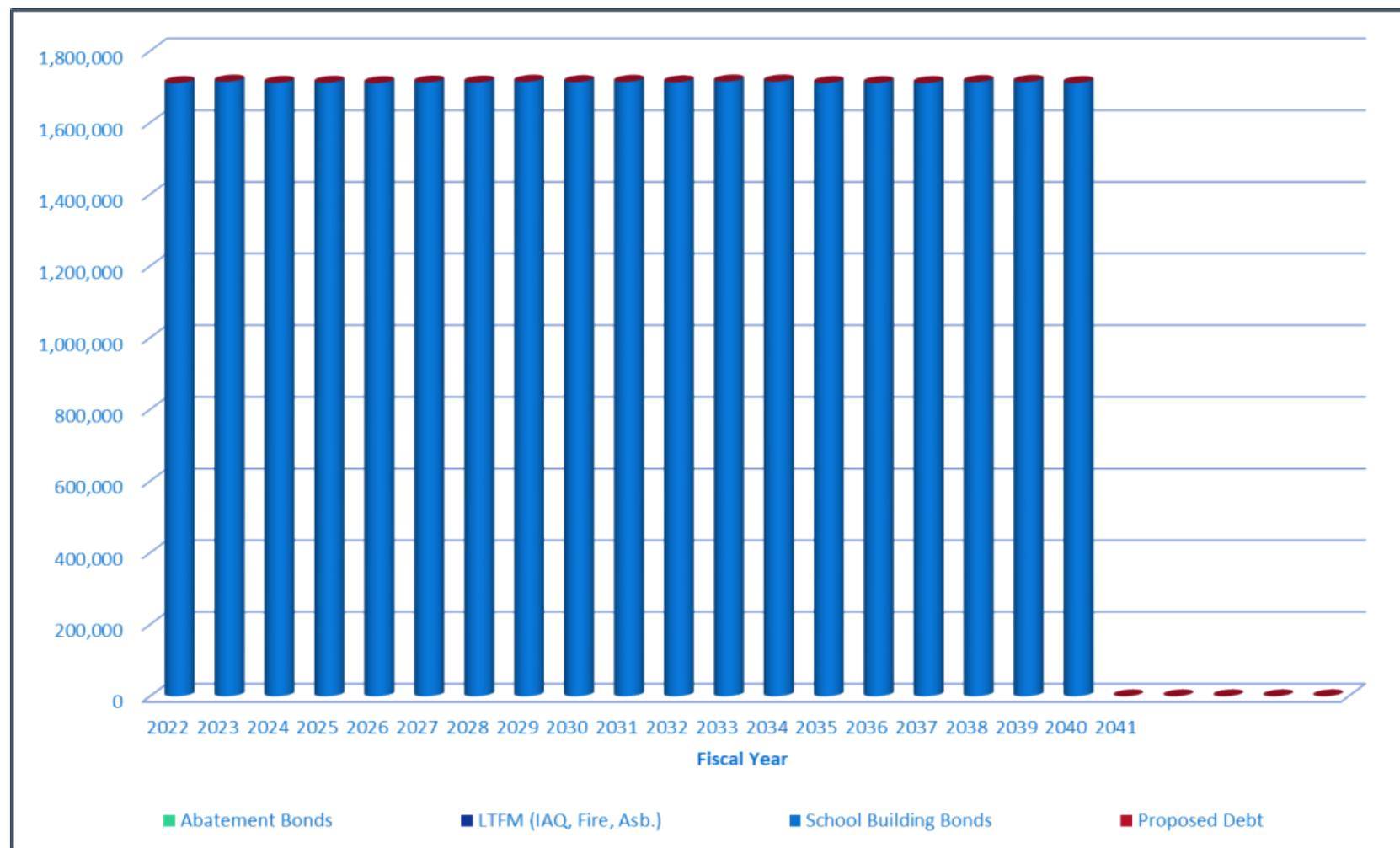
Vice President

[spumper@pmanetwork.com](mailto:spumper@pmanetwork.com)

612-509-2565

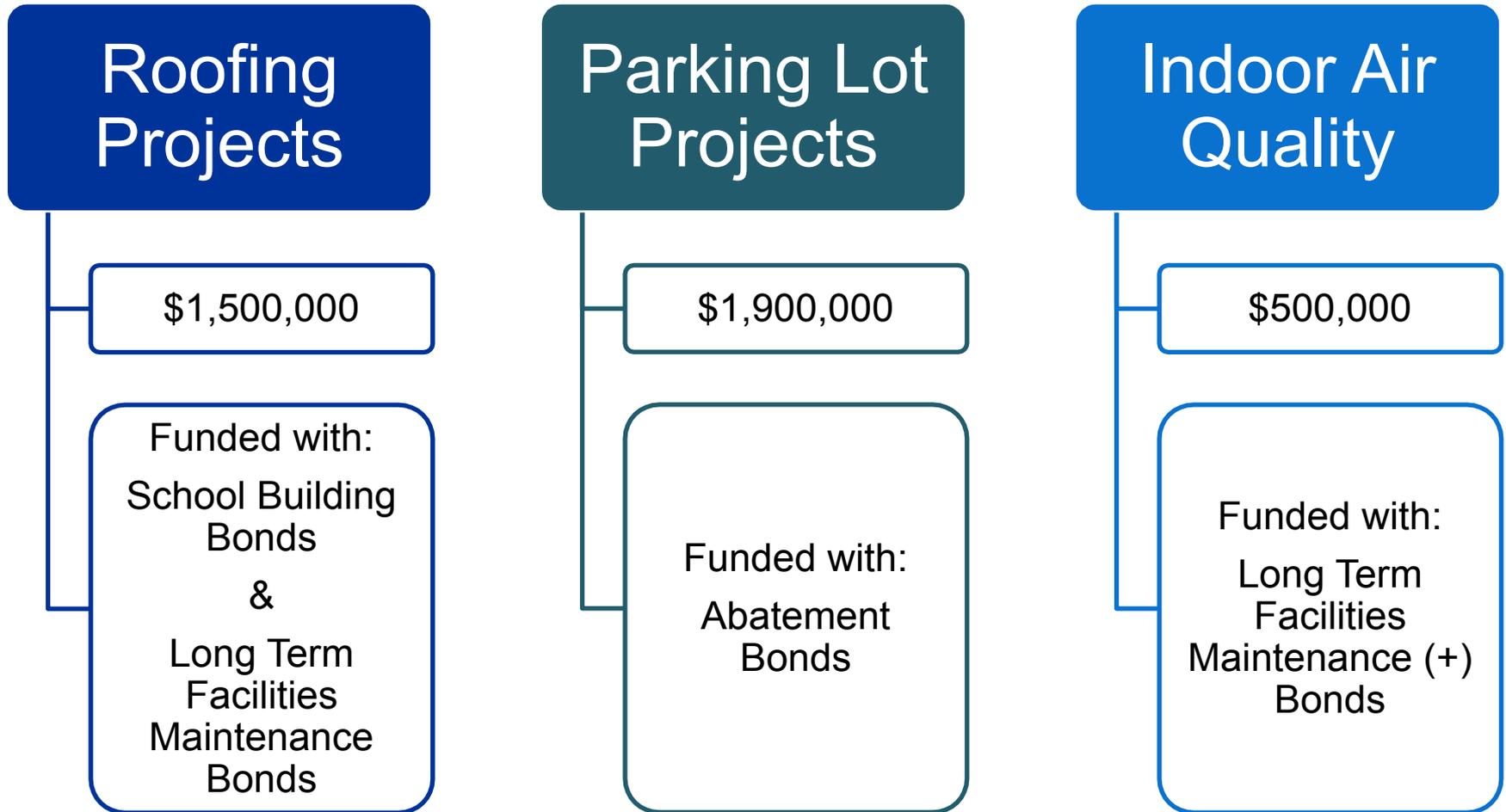


# Current Outstanding Debt





# Project with Funding Options





## School Building Bonds Additional Authority

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

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



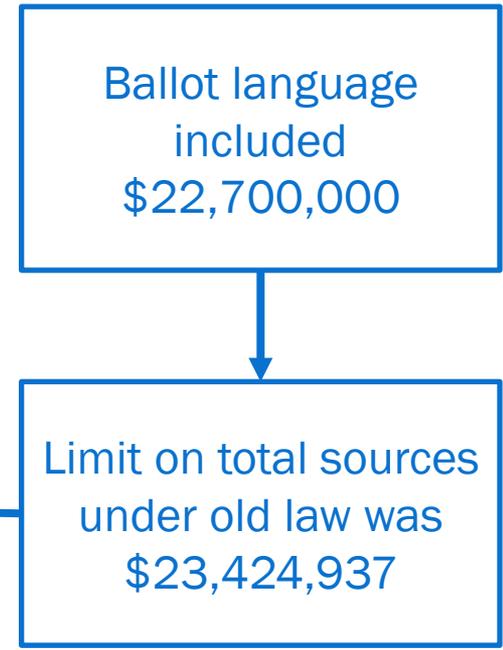
# Series 2019A Bonds

### Sources of Funds

Par Amount of Bonds	\$ 21,675,000
Reoffering Premium	<u>1,718,882</u>
<b>Total Sources of Funds:</b>	<b><u>\$ 23,393,882</u></b>

### Uses of Funds

Deposit to Project Fund	\$ 22,451,679
Capitalized Interest	617,865
Costs of Issuance/Underwriter's Discount	<u>324,338</u>
<b>Total Uses of Funds:</b>	<b><u>\$ 23,393,882</u></b>





# Long Term Facilities Maintenance Revenue

## Eligible uses include:

Deferred Maintenance

Health and Safety

Remodeling for Voluntary Pre-K program

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



# LTFM Bond Scenario

## ISD 378 Dawson-Boyd Public Schools

### LTFM Bond Summary

#### Assumptions

Bond Amount	515,000
Proposed Bond Term	5
Est True Interest Cost	3.85%
Average Payment	\$113,475
Debt Service Levy (105%)	\$119,149

#### Tax Impact

Type	Value	Annual Impact
Residential	150,000	-
Commercial	150,000	-
Ag Hmstd Land	8,000	(0.21)
Ag NonHmstd Land	8,000	(0.43)

#### 49% Available LTFM Revenue Used for Debt in FY 2024

Pay Year	Fiscal Year	APU	\$/APU	LTFM Aid	LTFM Levy	LTFM Revenue	LTFM Debt Current @105%	LTFM Debt Proposed @ 105%	Available General Fund LTFM Rev.
2022	2023	598	380	86,637	140,451	227,088	115,259	-	111,829
2023	2024	620	380	96,409	139,343	235,752	\$114,878	-	120,874
2024	2025	617	380	101,237	133,299	234,536		116,156	118,380
2025	2026	617	380	101,237	133,299	234,536		121,013	113,524
2026	2027	617	380	101,237	133,299	234,536		121,275	113,261
2027	2028	617	380	101,237	133,299	234,536		116,025	118,511
2028	2029	617	380	101,237	133,299	234,536		121,275	113,261
2029	2030	617	380	101,237	133,299	234,536		-	234,536
2030	2031	617	380	101,237	133,299	234,536		-	234,536
2031	2032	617	380	101,237	133,299	234,536		-	234,536
								595,744	



# Estimated Tax Impact

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

		Select 1 of the 3 options			
		LTFM/Roofs	Roofs/School Bldg. (Additional Auth.)	Roofs/School Bldg. (Additional Auth.)	Roofs/School Bldg. (Additional Auth.)
Project Amount		\$500,000	\$1,000,000	\$1,000,000	\$1,000,000
Term of Bond		5	20	15	10
Payment		\$113,475	\$81,130	\$97,500	\$129,145
Property Type	Est. Market Value	Estimated Annual Tax			

Residential Homestead	\$75,000	\$0	\$4	\$5	\$7
	100,000	0	7	8	11
	150,000	0	12	15	19
	200,000	0	17	21	28
	300,000	0	28	33	44

Commercial - Industrial	\$100,000	\$0	\$14	\$17	\$23
	250,000	0	41	49	65
	500,000	0	88	106	141

		\$/acre			
Agricultural Homestead*	\$6,000	-\$0.16	\$0.09	\$0.10	\$0.14
	8,000	-0.21	0.11	0.14	0.18

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

Agri. Non Homestead	\$6,000	-\$0.32	\$0.17	\$0.21	\$0.27
	8,000	-0.43	0.23	0.28	0.37



## Abatement Bonds

Eligible uses  
include:

Parking Lot projects

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



# Estimated Tax Impact – Parking Lots

<b>Project Amount</b>		<b>Abatement</b> \$1,900,000	<b>Abatement</b> \$1,900,000
<b>Term of Bond</b>		10	15
<b>Payment</b>		\$245,425	\$184,300
<b>Property Type</b>	<b>Est. Market Value</b>		

<b>Residential Homestead</b>	\$75,000	\$13	\$10
	100,000	21	16
	150,000	37	27
	200,000	52	39
	300,000	84	63

<b>Commercial - Industrial</b>	\$100,000	\$43	\$33
	250,000	123	92
	500,000	268	201

	<b>\$/acre</b>		
<b>Agricultural Homestead*</b>	\$6,000	\$0.26	\$0.20
	8,000	0.35	0.26

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

<b>Agri. Non Homestead</b>	\$6,000	\$0.52	\$0.39
	8,000	0.69	0.52

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



## Long Term Facilities Maintenance Plus (+)

Eligible uses include:

Indoor Air Quality

Fire Suppression

Asbestos Abatement

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



# Estimated Tax Impact LTFM (+)

Assumes current rates plus 0.75% for market risk

Assumes Pay 2023 Net Tax Capacity plus 3%

<b>Project Amount</b>		<b>LTFM/IAQ</b>	<b>LTFM/IAQ</b>	<b>LTFM/IAQ</b>
<b>Term of Bond</b>		\$500,000	\$500,000	\$500,000
<b>Payment</b>		20	15	10
		\$40,900	\$48,600	\$64,750
<b>Property Type</b>	<b>Est. Market Value</b>			

<b>Residential Homestead</b>	\$75,000	\$2	\$3	\$3
	100,000	3	4	5
	150,000	6	7	10
	200,000	9	10	14
	300,000	14	17	22

<b>Commercial - Industrial</b>	\$100,000	\$7	\$9	\$11
	250,000	20	24	32
	500,000	45	53	71

	<b>\$/acre</b>			
<b>Agricultural Homestead*</b>	\$6,000	\$0.09	\$0.10	\$0.14
	8,000	0.12	0.14	0.18

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

<b>Agri. Non Homestead</b>	\$6,000	\$0.17	\$0.21	\$0.28
	8,000	0.23	0.28	0.37



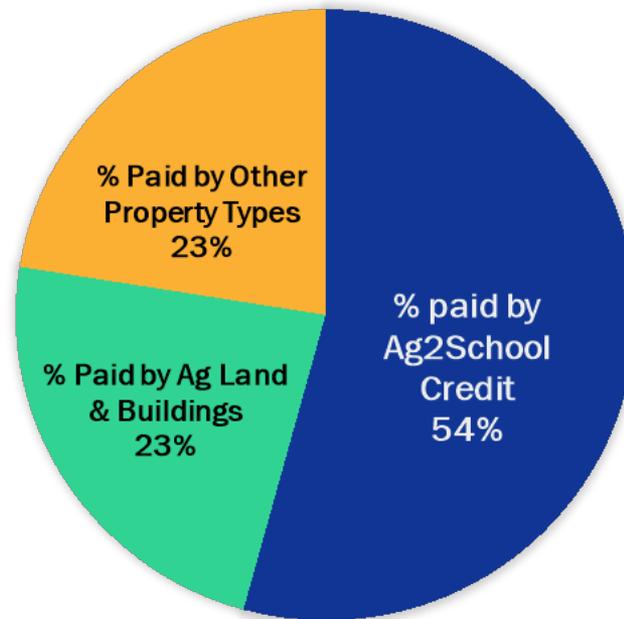
# Ag2School Credit Impact

## ISD No. 378, Dawson-Boyd

### Source of Debt Service Payments

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

(Based on Valuations for taxes payable in 2022)



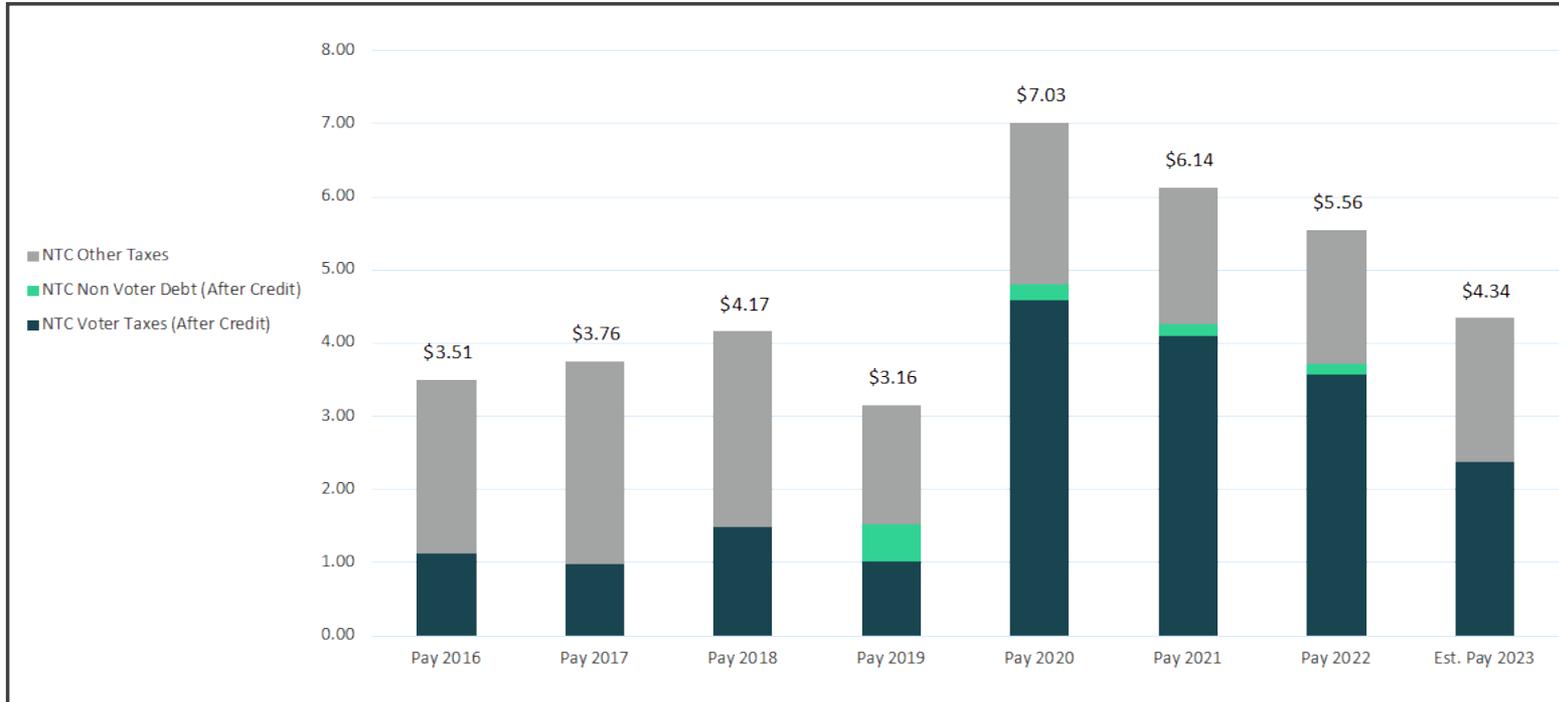
#### Notes:

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



# Tax Trends – Agricultural Land and Buildings

Agricultural Homestead Land School Tax Trend



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



# Summary

Tax Impact Summary - 10 Year Bond				
Bond Type	Project Size	\$150,000 Residential Hmstd	\$8,000 Ag Homestead	\$8,000 Ag Non - Homestead
School Building Bonds (10 year)	\$1,000,000	\$19	\$0.18	\$0.37
LTFM (Roofs) (5 year)	\$500,000	\$0	-\$0.21	-\$0.43
Abatement Bond (10 year)	\$1,900,000	\$37	\$0.35	\$0.69
LTFM(+) (10 year)	\$500,000	\$10	\$0.18	\$0.37
<b>Totals</b>	<b>\$3,900,000</b>	<b>\$66</b>	<b>\$0.50</b>	<b>\$1.00</b>

Tax Impact Summary - 15 Year Bond				
Bond Type	Project Size	\$150,000 Residential Hmstd	\$8,000 Ag Homestead	\$8,000 Ag Non - Homestead
School Building Bonds (15 year)	\$1,000,000	\$15	\$0.14	\$0.28
LTFM (Roofs) (5 year)	\$500,000	\$0	-\$0.21	-\$0.43
Abatement Bond (15 year)	\$1,900,000	\$27	\$0.26	\$0.52
LTFM(+) (15 year)	\$500,000	\$7	\$0.14	\$0.28
<b>Totals</b>	<b>\$3,900,000</b>	<b>\$49</b>	<b>\$0.33</b>	<b>\$0.65</b>



# Summary

<b>Tax Impact Summary - 20 Year Bond</b>				
Bond Type	Project Size	\$150,000 Residential Hmstd	\$8,000 Ag Homestead	\$8,000 Ag Non - Homestead
School Building Bonds (20 year)	\$1,000,000	\$12	\$0.11	\$0.23
LTFM (Roofs) (5 year)	\$500,000	\$0	-\$0.21	-\$0.43
Abatement Bond (15 year)	\$1,900,000	\$27	\$0.26	\$0.52
LTFM(+) (20 year)	\$500,000	\$6	\$0.12	\$0.23
<b>Totals</b>	<b>\$3,900,000</b>	<b>\$45</b>	<b>\$0.28</b>	<b>\$0.55</b>



# Financing Process

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

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

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

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

Board Action Dates

Est. Bond Pricing Date

Bond Closing

Date	Action Item
January 9, 2022	Consider Approval of LTFM Plan and Call for Public Hearing on Abatement
February 13, 2022	Hold Public Hearing on Abatement and Call for the Sale of the Bonds
March 13, 2022	Award Sale of the Bonds
Early April	Bond Closing (Proceeds Available for Projects)



# Contact Us



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Vice President

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# Disclosure

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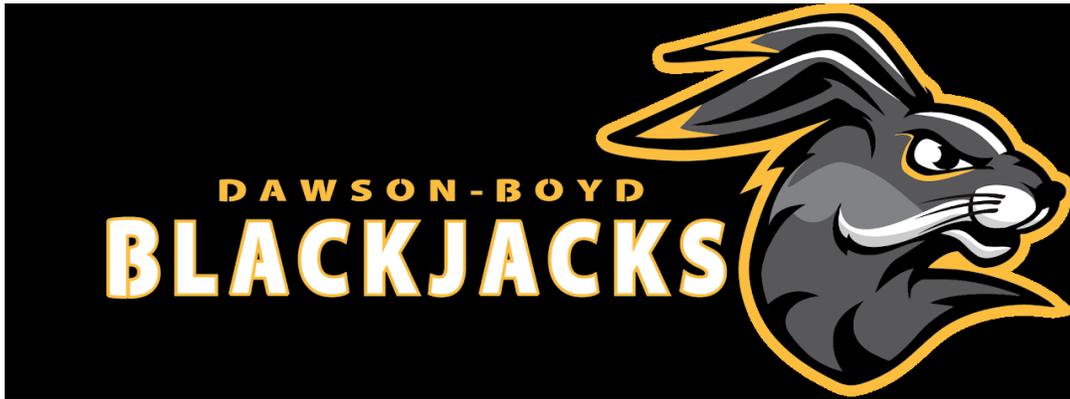
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School Nurse Board Meeting Notes 12/5/2022

Current Health Status

Immunization Report Submitted - Daycare - 12th

Elementary Hearing and Vision Screening Completed - Thank you Countryside Public Health and Lynn Tasto



## Amy Hiedeman - Elementary Principal

Notes for December 2022 Board Meeting - 12.5.22

- Thank you to the Ministerial Association for starting up Backpacks for Jacks once again. This is our weekend food program. We communicate with families referred by individuals and give them the opportunity to opt out. Each week we have helping hands that pack up the meals, and then Leah, Darla and I coordinate delivery. Sometimes we have to recruit one or two others, too. Thanks to Amy Rasmussen, too, for helping coordinate all of this. We have had some very appreciative feedback from a few families.
- We've been fortunate to have the subs that we have for both teachers and paras. I just want to say thank you to those we have, as we keep them busy. We are often operating short staffed and our staff has been amazing about stepping up and helping each other out. With that being said - we're ALWAYS looking to add to our list for both teacher and para subs. I'm happy to sit down and help anyone interested in getting their short call sub license for teaching.
- Energy Bus Monday - Dec. 5th - Fueled up with Kindness
- A look ahead -
  - Minnesota School Sealant Program on Friday, December 9th (opportunity to receive free or reduced cost preventative dental services)
  - Stevens Elementary Orchestra Holiday Sing-A-Long on Thursday, December 22nd in Memorial Auditorium (we do make this open to the public)
  - Energy Bus Monday - Jan. 2nd

# Independent School District No. 378

848 Chestnut Street, Dawson, Minnesota 56232

## *"Small School...Big Opportunities"*

December 2022 High School Report

\*Congratulations and thank you to our Music Department for three great concerts in November! Holiday Concert is set for December 12th.

\*Attended an area District Assessment Coordinator meeting on Friday in Montevideo - good opportunity to talk about issues and questions related to state testing.

\*Mid Quarter for quarter 2 is coming up at the end of this week.

\*Have heard great feedback about our 10th grade job shadowing program. Thank you to Mrs. Mortenson who helped set this up. Each 10th grader is completing a job shadow and in coordination with Ms. Webster, writing a paper for their 10th grade English class.

\*Winter sports are starting up, Knowledge Bowl is going strong, musical auditions were held last week, Robotics is getting ready for the official start of their season - very busy.

Troy Ferguson, Superintendent of Schools  
Phone – (320)769-2955 Ext. 2301 Fax – (320)769-4502

Rebecca Mortenson, Counselor  
Phone – (320)769-2955 Ext. 2316

Amy Hiedeman, Elementary Principal  
Phone – (320)769-4590 Ext. 2309

Ryan Stotesbery, Secondary Principal  
Phone – (320)769-2955 Ext. 2306

*This Institution Is An Equal Opportunity Provider*

## Superintendent's Report 12-5-2022

- 1) The School Board has met with MSBA representatives to begin the Superintendent search process. Thanks to Board members for attending and sharing their insight with MSBA officials. The next steps will include a stakeholders survey which individuals will be able to complete electronically or on paper. The survey will be open Dec 5 - 26. On December 8, MSBA will facilitate a virtual informational Q&A session with the public. Stakeholders will be able to submit questions ahead of time or use the chat to ask questions when the session is live.
- 2) The Board will post the position December 8, and it will close January 29. First round of interviews will take place February 8 & 9 and final interviews will be February 14. The Board plans to make its decision that night and move to enter into negotiations with the chosen candidate. The new superintendent will begin their position July 1, 2023.
- 3) Seven more mandatory policies are on the agenda for Revision. #603 addressed curriculum which is an identified area of great need. Administration has formed a Curriculum Advisory Committee who will hold their first meeting December 6, 2022.
- 4) Michael Hart from PMA financial and Chris Ziemer from ICS will present options for the Board to consider that would allow the District to finish the majority of the roofs needing replacement, create many new parking spaces, and replace heat pumps/HVAC equipment that is nearing the end of its viability.
- 5) Chris Ziemer will discuss with the board a proposal by Trane to take over our HVAC monitoring and service.
- 6) As most people know, I will be working remotely on a scaled back schedule from Dec 8 - March 13. As can happen from time to time, Social media may grab incomplete information and "bend" it which could lead to confusion and inaccurate conclusions so... Here is the accurate information for those wishing to hear it.
  - a) I agreed to stay on as Interim Superintendent for Dawson-Boyd from July 1, 2022 through June 30, 2023. For personal family

reasons, I could only do it provided a modified calendar and schedule. I agreed to work 150 days this year, 90 on sight, 60 remote. The Fall schedule had more days built in due to the building project needing completion and school starting. While away, I will attend Admin, Committee, and School Board meetings remotely as well as responding to email and other necessary correspondence. During this time, the Admin Team and School Board will be able to contact me anytime they need to. In the event of an immediate emergency, two area superintendents will be available for consultation, and decision making guidance if necessary. I will be back in time in March for us to complete staffing for 23-24, finish the school year and help with the transition for the new superintendent. Should anyone feel they require more information, please don't hesitate to contact me directly.

12/1/2022	Backpack for Kids	Kevin & Kim Lindblad	\$1,000.00
12/1/2022	Athletic Score Table	AGP	\$4,468.00
12/1/2022	Athletic Score Table	Lee Motor	\$4,468.00
12/1/2022	Afterglow-Prom Activities	Dawson Fire Department	\$500.00
12/1/2022	Elementary Library	Dawson Fire Department	\$500.00
12/1/2022	Jr Hi Baseball-Helmet/Bat Rack	Dawson Fire Department	\$450.00
12/1/2022	Kindergarten-C Wolner classroom	Dawson Fire Department	\$142.02
12/1/2022	11/12 English-Sadie Solem	Dawson Fire Department	\$200.00
12/1/2022	High School English-L. Webster	Dawson Fire Department	\$200.00
12/1/2022	Special Ed-Ronda Krosch	Dawson Fire Department	\$300.00
12/1/2022	HS Spanish-E Christensen	Dawson Fire Department	\$500.00
12/1/2022	DB Band-Instrument purchase	Dawson Fire Department	\$500.00
12/1/2022	DB Youth F/B-Purchase pads	Dawson Fire Department	\$300.00
12/1/2022	Carli Bothun-Turkey Trot	Dawson Fire Department	\$250.00
12/1/2022	7/8 English-K Tufto	Dawson Fire Department	\$200.00
12/1/2022	HS Special Ed-A Croatt	Dawson Fire Department	\$500.00
12/1/2022	PreK-A Young-ECSE	Dawson Fire Department	\$250.00
12/1/2022	Gr 4-Chelsea L.-Prairie Woods	Dawson Fire Department	\$300.00
12/1/2022	Speech/Lang-K Connor	Dawson Fire Department	\$200.00
12/1/2022	Proj Respect-Crafts/Games	Dawson Fire Department	\$400.00
12/1/2022	DB Orchestra-A Hurley-Equip	Dawson Fire Department	\$500.00
12/1/2022	HS Construction-Repairs/Equip	Dawson Fire Department	\$1,000.00
12/1/2022	Art Dept-Supplies	Dawson Fire Department	\$250.00
12/1/2022	SpEd-Nichole Andrews	Dawson Fire Department	\$300.00
12/1/2022	HS Health class-Bulletin Boards	Dawson Fire Department	\$300.00
12/1/2022	Gr 1 Cali Anderson-Books	Dawson Fire Department	\$100.00
12/1/2022	Preschool-K Albertson	Dawson Fire Department	\$450.00
12/1/2022	Preschool-H Gritmacker	Dawson Fire Department	\$450.00
12/1/2022	DB ECFE-H Gritmacker	Dawson Fire Department	\$750.00
		Total donation	<b>\$9,792.02</b>
12/1/2022	Turkey Trot Daycare Fundraiser	Strand Agency	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	AGP	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	JMHS	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Heartland Eyecare	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Triple S Pumping-Brett Stratmoen	\$300.00
12/1/2022	Turkey Trot Daycare Fundraiser	Minnwest Bank	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Dawson Co-op Credit Union	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Thomas Hansen Dental Office	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Jim's Clothing	\$50.00

12/1/2022	Turkey Trot Daycare Fundraiser	Tri County Insurance	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Lee Motor	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Dawson Sentinel	\$500.00
12/1/2022	Turkey Trot Daycare Fundraiser	A & B Auto	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Erickson Chevrolet	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Wager Chiropractic	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Chad Fuller Construction	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Olson Sanitation	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Dairy Queen	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Livestock Systems of Dawson	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Allen & Ann Jenson	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Allen & Stephanie Simonson	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Bothun Agency	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Larson Brothers Concrete	\$100.00
12/1/2022	Turkey Trot Daycare Fundraiser	Neon Needles	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Ken Sather Construction	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Gruwell Electric	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Al's Mercentile	\$25.00
12/1/2022	Turkey Trot Daycare Fundraiser	Casey Clausen Agency	\$150.00
12/1/2022	Turkey Trot Daycare Fundraiser	You by Rachel Anderson	\$65.00
12/1/2022	Turkey Trot Daycare Fundraiser	Curl Up and Dye	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Bothun Taping-Mike Bothun	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Bothun Builders-Tom & Crystal Bothun	\$500.00
12/1/2022	Turkey Trot Daycare Fundraiser	Race Autobody	\$50.00
12/1/2022	Turkey Trot Daycare Fundraiser	Dawson Drug	\$25.00
12/1/2022	Turkey Trot Daycare Fundraiser	Kevin & Jill Kemen	\$20.00
12/1/2022	Turkey Trot Daycare Fundraiser	Luke & Carli Bothun	\$265.00
12/1/2022	Turkey Trot Daycare Fundraiser	Josh & Karin Falness	\$40.00
12/1/2022	Turkey Trot Daycare Fundraiser	Misc. cash donations	\$744.00
		Total donation	<b>\$4,584.00</b>

Independent School District No. 378  
Dawson-Boyd Public Schools

# FUNDRAISER APPLICATION

Today's Date:

11-30-22

Person Completing Form:

Hank Ireland

Organization Represented:

United Wrestling

Describe Fundraiser Activity: [i.e. varsity hockey team selling candy door-to-door]

Wrestling team will get sponsors for a Push up, Pull up, Rope

Start Date & End Date:

Dec. 12 - Jan. 6 <sup>Climb-A-Thon</sup>

Estimated Revenue From Activity:

2,500 - 3,000

Who Will Collect/Receipt Revenue:

Hank Ireland

How Will Revenue Be Used:

Equipment for wrestlers, Jump Ropes,  
hand grippers, etc.

Who Makes Decisions On How  
Revenue Will Be Disbursed:

Booster Club and Coaches



Signature of Advisor / or /  
Organization Representative

▶ For Office Use Only ◀  
▶ Fundraiser ▶  
▶ \_\_\_\_\_ Authorized ◀  
\_\_\_\_\_ Not Authorized

# **Dawson-Boyd Public Schools Policy #603**

Adopted: \_\_\_\_\_

Revised: 12-5-2022

## **603 CURRICULUM DEVELOPMENT**

### **I. PURPOSE**

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

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

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

### **III. RESPONSIBILITY**

- A. The Superintendent of Schools shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long range curriculum development program. Timelines shall be determined by the Superintendent of Schools that will provide for periodic reviews of each curriculum area.
- B. A district advisory committee shall provide assistance at the request of the Superintendent of Schools. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community resident, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.
- C. Within the ongoing process of curriculum development, the following needs shall be addressed:
  - 1. Provide for articulation of courses of study from kindergarten through grade twelve.
  - 2. Identify minimum objectives for each course and at each elementary grade level.
  - 3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
  - 4. Provide a program for ongoing monitoring of student progress.
  - 5. Provide for specific, particular, and special needs of all members of the student community.
  - 6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.
  - 7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
  - 8. Meet all applicable requirements of the Minnesota Department of Education and federal law.
- D. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See Minnesota Statutes section 120B.12, Subd. 2.
- E. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years

of age or who meets the requirements of Minnesota Statutes section 120A.20, Subd. 1(c). A student's plan under this section shall continue while the student is enrolled.

- F. The Superintendent shall be responsible for keeping the School Board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for School Board review and approval.
- G. The Superintendent shall have discretionary authority to develop guidelines and directives to implement School Board policy relating to curriculum development.

**Legal References:** Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)  
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)  
Minn. Rules Part 3500.0550 (Inclusive Educational Program)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

**Cross References:** MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 605 (Alternative Programs)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability)  
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)  
MSBA/MASA Model Policy 619 (Staff Development for Standards)  
MSBA/MASA Model Policy 620 (Credit for Learning)  
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

# **Dawson-Boyd Public Schools Policy #612.1**

Adopted: \_\_\_\_\_

Revised: 12-5-2022

## **612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS**

### **I. PURPOSE**

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

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

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 United States Code section 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

### **III. DEVELOPMENT OF DISTRICT LEVEL POLICY**

The school board will direct the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. The policy will establish the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;
- D. Conduct, with the meaningful involvement of parents and family members, an annual

evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;

- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

#### **IV. DEVELOPMENT OF SCHOOL LEVEL POLICY**

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
  - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
  - 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
  - 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
  - 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and to respond to any such suggestions as soon as practicably possible; and
  - 5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.

- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
  2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
  3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
    - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
    - b. Frequent progress reports to the parents; and
    - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
    - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
  2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
  3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
  4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
  5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and

6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
  2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
  3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
  4. Train parents to enhance the involvement of other parents;
  5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
  6. Adopt and implement model approaches to improving parental involvement;
  7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
  8. Establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

**Legal References:** 20 U.S.C. § 6318 (Parent and Family Engagement)

**Cross References:** None

# **Dawson-Boyd Public Schools Policy #903**

Adopted: \_\_\_\_\_

Revised: 12-5-2022

## **903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES**

### **I. PURPOSE**

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

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

- A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.
- B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

### **III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS**

- A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.
- B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

### **IV. RESPONSIBILITY**

- A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.
- B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

### **V. VISITOR LIMITATIONS**

- A. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the

visit is not in the best interest of students, employees or the school district.

- B. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:
1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
  2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.
- C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

**Legal References:** Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)  
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)  
Minn. Stat. § 609.605, Subd. 4 (Trespass)

**Cross References:** None

# **Dawson-Boyd Public Schools Policy #531**

*Adopted:* \_\_\_\_\_

*Revised:* 12-5-2022

## **531 THE PLEDGE OF ALLEGIANCE**

### **I. PURPOSE**

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

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

Students in this school district shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

- A. By each individual classroom teacher or the teacher's surrogate; or
- B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

### **III. EXCEPTIONS**

Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice.

### **IV. INSTRUCTION**

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

**Legal References:** Minn. Stat. § 121A.11, Subd. 3 and Subd. 4 (United States Flag)

**Cross References:** None

# **Dawson-Boyd Public Schools Policy #516**

Adopted: \_\_\_\_\_

Revised: 12-5-2022

## **516 STUDENT MEDICATION**

### **I. PURPOSE**

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

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

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

### **III. REQUIREMENTS**

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, subdivision 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific Exceptions:
1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
  2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
  3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
  4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
  5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
    - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
    - b. the inhaler is properly labeled for that student; and
    - c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer

the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
  - a. that are used off school grounds;
  - b. that are used in connection with athletics or extracurricular activities;  
or
  - c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.
  
7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.
  
8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
  - a. possess epinephrine auto-injectors; or
  - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.
- L. "Parent" for students 18 years old or older is the student.
  - M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.
 

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.
  - N. Procedure regarding unclaimed drugs or medications.
    1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
    2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
    3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
 Minn. Stat. § 121A.21 (Hiring of Health Personnel)  
 Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
 Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)  
 Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
 Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
 Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)

Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)  
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions)  
Minn. Stat. § 152.23 (Limitations)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

**Cross References:** MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

# **Dawson-Boys Public Schools Policy #532**

Adopted: \_\_\_\_\_

Revised: 12-5-2022

## **532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS**

### **I. PURPOSE**

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

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

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

### **III. DEFINITIONS**

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- D. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement

assistance and support to the building administration and to promote school safety, security, and positive relationships with students.

- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

#### **IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS**

##### **A. Removal By Crisis Team**

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student’s behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student’s behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

##### **B. Removal By Police Liaison Officer or Peace Officer**

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team, building administrator, or the building administrator’s designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student’s IEP team must meet to determine if the student’s IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district’s policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

##### **C. Reasonable Force Permitted**

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minnesota Statutes section 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;
6. Physical holding (as defined in Minnesota Statutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 121A.67 (Removal by Police Officer)  
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)  
Minn. Stat. § 609.06 (Authorized Use of Force)  
Minn. Stat. § 609.379 (Permitted Actions)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))  
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)  
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 806 (Crisis Management Policy)

# **Dawson-Boyd Public Schools Policy #533**

Adopted: \_\_\_\_\_

Revised: 12-5-2022

## **533 WELLNESS**

### **I. PURPOSE**

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

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

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

### **III. WELLNESS GOALS**

- A. Nutrition Promotion and Education
  - 1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:
    - a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

- b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and
    - c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
  - 2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.
- B. Physical Activity
  - 1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;
  - 2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and
  - 3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.
- C. Communications with Parents
  - 1. The school district recognizes that parents and guardians have a primary role in promoting their children’s health and well-being.
  - 2. The school district will support parents’ efforts to provide a healthy diet and daily physical activity for their children.
  - 3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
  - 4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents’ efforts to provide their children with opportunities to be physically active outside of school.

**IV. STANDARDS AND NUTRITION GUIDELINES**

- A. School Meals
  - 1. The Dawson-Boyd School District will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.
  - 2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

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

**B. School Food Service Program/Personnel**

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

**C. Competitive Foods and Beverages**

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

**D. Other Foods and Beverages Made Available to Students**

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:
  - a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
  - b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.
3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

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

**V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT**

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.
2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.
2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

**VI. POLICY IMPLEMENTATION AND MONITORING**

A. Implementation and Publication

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

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

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

D. Recordkeeping

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

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

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

**Local Resources:**

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