

Dawson-Boyd School Board  
Monday, March 13, 2023 Regular Meeting Time  
Dawson-Boyd Board Room  
Monthly Board Meeting  
Google Meet joining info:

## Meeting Agenda

1. Call to order

March School Board Meeting  
Monday, March 13 · 6:00 – 9:00pm  
Google Meet joining info  
Video call link: <https://meet.google.com/wnp-yaid-mvz>  
Or dial: +(US) +1 402-704-6741? PIN: ?582 027 608?#

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

Student Council update by Justin and Jordon Perkins & Danceline update by Reese Johnson and Emerson Olson.

Special Education teachers and Special Olympics program to propose implementing Special Olympics into our school

7 Year Curriculum Review Cycle for grades K-12

Chris Ziemer presentation on final projects for our facilities including replacing community center roof, HVAC and parking lots

Achievement & Integration Plan July 1, 2023 to June 30, 2026

6. Information Items:

- a. **Board Member Reports**
- b. **Teacher Reports**
  - Chelsea Ludvigson-Grade 4 Elementary Teacher**
- c. **AD/Community Ed/Transportation Director Reports**

d. **School Nurse Reports**

**None**

e. **Principal Reports**

f. **Technology Director Reports**

**None**

g. **Business Manager Reports**

**None**

h. **Superintendent Report**

7. Discussion/Approval Items:

\* Change committee name of former Curriculum Advisory Committee to Worlds Best Work Force/Achievement & Integration Committee. (Amy Hiedeman)

\* Revise 2022-2023 Dawson-Boyd School Calendar due to snow days

8. Action Items:

\* Approve Achieve & Integration Plan July 1, 2023 to June 30, 2026

\* Approve 2023-2024 Achieve & Integration Grant

\* Approve 2023-2024 Contract with SWWC for Environmental/Occupational Health & Safety Management Program/Health & Safety Management Assistance/UFARS Support/Student Data Privacy Programs for \$12,186.14.

a. **Resolution-District Donations**

b. **Approval of School Fundraisers**

c. Policies

9. Adjournment

Dawson-Boyd Independent School District No. 378  
**Regular February Board Meeting**  
February 13, 2023

The regular February meeting of the Board of Education was held on February 13, 2023 in the Dawson-Boyd Board room. Members present were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund as well as the administrative staff. Chair Lund called the meeting to order at 6:00 p.m.

Public comments were heard from Donald Hermanson informing the board of the needs of an Athletic Trainer.

The meeting agenda was approved as amended (Kelly and Schindler). Regular claims and accounts totaling \$299,702.96, \$2,276.46 for Student Activities & \$706,994.63 for the building project were approved as presented (Perkins and Marotzke). The Board reviewed electronic transfers and state tax payments made in January. The minutes of the January 9<sup>th</sup>, 2023, regular meeting, the January 19<sup>th</sup>, 2023, special meeting, the February 6<sup>th</sup>, 2023, special meeting, the February 8<sup>th</sup>, 2023, special meeting and the February 12<sup>th</sup>, 2023 Treasurer's report were approved as presented in the consent agenda (Perkins and Jurgenson). In district staffing matters the board approved the resignation of Daytona Arends, Elementary Paraprofessional effective February 10, 2023; the resignation of Ashley Lewis, Daycare effective January 20, 2023; the retirement of Char Schutz, Administrative Assistant/Payroll effective June 30, 2023; the resignation of John Lund, Elementary Paraprofessional effective December 21, 2022; the resignation of Nicole Stulz, Elementary Special Education Teacher effective January 10, 2023; the hiring of Ashley Lewis, Elementary Paraprofessional effective January 23, 2023; the hiring of Emily Bothun, High School Paraprofessional effective January 30, 2023; the hiring of Jenna Norquist-Daycare effective January 30, 2023; the hiring of Alicia Hinojosa-Daycare effective January 23, 2023; the hiring of Marcia Lund, Elementary Special Education Teacher effective January 23, 2023 through the end of the 2022-2023 school year; approval of leave for Jennifer Mork on March 16-17, 2023; approval of leave for Amy Schlemmer on February 21-24, 2023 (Jurgenson and Schindler).

RESOLUTION #R1-63- NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$1,000.00, from Dean Martinson, Pioneer Seed be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used in the Industrial Arts Classroom/Shop (Kelly and Buer). Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund. There were no dissenting or abstaining votes. RESOLUTION #R1-63A- NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$487.00, from Johnson Memorial staff members be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used by the Student United Way (In need) Fund (Kelly and Schindler). Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund. There were no dissenting or abstaining votes. RESOLUTION #R1-63B- NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$1,000.00, from Rick Stulz be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used toward Musical expenses (Perkins and Jurgenson). Members voting in favor of

the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund. There were no dissenting or abstaining votes. RESOLUTION #R1-63C- NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$3,725.00, from Tom & Crystal Bothun, Dawson Co-op Credit Union, Strand Agency, Dale, Dave and Gary Kemen Farms, Lowell Tyler, Kevin & Jill Kemen, Susan Lund be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used for Backpack for Kids (Marotzke and Kelly). Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund. There were no dissenting or abstaining votes. RESOLUTION #R1-63D- NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$194.00, from Katie Palmreuter be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used in the Elementary Library (Perkins and Jurgenson). Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins and Lund. There were no dissenting or abstaining votes. Brandon Hurley was approved for the Musical Fundraiser from February 14-April 2, 2023 for extra items in this year's production (Perkins and Jurgenson)

In the communications items, Kelly discussed adding student involvement at school board meetings. This can allow students to keep the board in the loop with updates on various school groups and organizations and will help with their public speaking. Kelly will do further planning and keep the board updated.

In information items, there were no teacher reports given. Superintendent Ferguson informed the board of busing repair issues. Due to the extravagant cost to repair a poor MAX Force engine bus (#17), he informed Aafedt to look at other options. He also talked about researching options that will enhance our facility, increase safety and usability, and protect our building. He will have Chris Ziemer with ICS and Michael Hart with MN Trust present at the regular March meeting to solidify options/plans for the roofs, parking lots, H-Vac projects. He wanted to go on record that he supports these projects and believes they are in the best interest of the school district and taxpayer of Dawson-Boyd. The calendar committee will meet on March 10th to help decide on the makeup of snow days that have occurred. Leah Prestholdt, School Nurse thanked parents and staff for staying home when sick. It made a difference to mitigate illness within the building. There were 22 COVID cases since January 19<sup>th</sup> and 1 case of influenza A and 1 case of influenza B since returning from Christmas break. Athletic, Transportation and Community Ed Director Aafedt updated the board on the daycare. Numbers are steadily increasing and it is doing well, but space is an issue. Superintendent Ferguson suggested a committee be formed with those already serving on the facilities committee to look into further options. In transportation, Aafedt said they installed security cameras inside and outside six of seven route buses. One bus was out for repair and will have the seventh camera installed at a later date. The cameras work on wi-fi and they include panic buttons when situations require it. These cameras were purchased with grant dollars. He also informed the board that bus #17 needs more than \$10,000 in repairs and will not be repaired. Since a bus purchase was on the list for the 2023-2024 school year, he was able to secure two bus lease four year purchases from Hogleund Bus Company. The 2020 buses are V-8 gasoline powered with Allison Transmissions and are 65 passenger capacity. The total cost is \$146,260 with payments starting 7/15/2023. In addition, the 2011 van can't haul students after June 30, 2023 will also need to be replaced. Principals Stotesbery and Hiedeman reviewed a number of staff and student issues including I Love to Read activities, MRVED MELT, upcoming MRVED Common Day on April 6<sup>th</sup> being held at Dawson-Boyd, Kids Heart Challenge, FFA Barnyard on February 23<sup>rd</sup>,

Ross Sutter event on February 23<sup>rd</sup>, Title Family Night on February 27<sup>th</sup>, PreK & Kindergarten registration opening March 15<sup>th</sup>, One Act Play, Knowledge Bowl, Spelling Bee, Paraprofessionals Appreciation Week, Bus Driver Appreciation Day, winter sports and testing.

In discussion items, the board was informed that the calendar committee will meet on Friday, March 10<sup>th</sup>, 2023 to discuss options for makeup days for the 2022-23 school year due to weather. Decisions will be made at the regular March 13, 2023 meeting.

Action was taken to approve the 4 year bus lease (2 buses) with Santander Bank, N.A. with payments beginning on 7/15/2023 (Buer and Jurgenson). Approved direction to find cost savings and efficiencies due to budget shortfalls if necessary for the 2023-2024 school year. Licensed staff will need to be notified by 3/15/2023 if they are being placed on unrequested leave of absence. At this time, the board does not recognize any (Perkins and Schindler). The board also approved Policy #405 Veteran's Preference (Buer and Marotzke); Policy #528 Student Parental, Family and Marital Status Nondiscrimination (Kelly & Perkins); Policy #529 Staff Notification Of Violent Behavior By Student (Buer and Perkins); Policy #529 Staff Notification Of Violent Behavior By Student Form (Buer and Kelly); Policy #801 Equal Access To School Facilities (Marotzke and Schindler); Policy #801 Equal Access To School Facilities Form (Buer and Kelly); Policy #802 Disposition of Obsolete Equipment and Material (Jurgenson and Perkins); Policy #805 Waste Reduction and Recycling (Buer and Jurgenson); Policy #806 Crisis Management Policy (Perkins and Kelly); Policy #904 Distribution of Materials on School District Property by Nonschool Persons (Perkins and Marotzke).

With no additional issues before the board, Lund adjourned the meeting at 7:26 p.m. (Perkins and Marotzke).

Tonya Kelly, Board Clerk

Special Meeting

February 14<sup>th</sup> @ 4pm

Board Room

Attendance: Bruce, Karla, Brett, Tonya, Cameron, Clint, Lynn, Barb and Ashley with MSBA

Agenda: Second round interview with Holly Ward

Bruce called meeting to order at 4:00 pm

Bruce made a motion to approve agenda, Lynn seconded it

-interviewed Holly Ward at 4:00

-board deliberated

Karla made motion to offer Holly Ward Superintendent position at Dawson-Boyd, Tonya seconded it.

Roll Vote: yay-7 nay-0

Special Meeting set for Feb, 21<sup>st</sup> @ 5pm for contract approval

Cameron made motion to adjourn meeting at 6:15 pm. Clint seconded it

Tonya Kelly, Clerk

Special Meeting

February 21st @ 5pm

Board Room

Attendance : Bruce, Karla, Brett, Tonya, Cameron, Clint, Lynn

Agenda: Approve 3-year contract for Holly Ward Superintendent position

Bruce called meeting to order at 5:00 pm

Bruce made a motion to approve agenda, Lynn seconded it

-board deliberated over review of contract

Brett made a motion to approve contract, Clint seconded it

Board voted unanimously on approval of contract

Cameron made motion to adjourn meeting at 5:25 pm. Karla seconded it

Tonya Kelly, Clerk

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

2/15/2023	\$275,000.00
3/03/2023	\$400,000.00

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

2/15/2023	\$ 667,186.19
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FEBRUARY 2023 MANUAL CHECKS

2/14/2023	70008	Smith, Eric	\$ 125.00
2/16/2023	70009	Baker, Dustin	\$ 42.00
2/16/2023	70010	Bisbee Plumbing and Heating	\$ 85,393.81
2/16/2023	70011	Dammann, Mike	\$ 853.00
2/16/2023	70012	Department of Public Safety	\$ 100.00
2/16/2023	70013	Farmers Mutual Telephone	\$ 571.72
2/16/2023	70014	Karas, Blake	\$ 125.00
2/16/2023	70015	LQP Co-op Oil	\$ 9,554.18
2/16/2023	70016	Marquart, Cory	\$ 125.00
2/16/2023	70017	Massman, Tom	\$ 950.00
2/16/2023	70018	Smith, Eric	\$ 125.00
2/16/2023	70019	Weber, Emma	\$ 42.74
2/16/2023	70020	Will, Bonnie	\$ 70.00
2/28/2023	70021	AFLAC	\$ 671.56
2/28/2023	70022	Vendor Void	\$ 0.00
2/28/2023	70023	Vendor Void	\$ 0.00
2/28/2023	70024	Aviben	\$ 5,935.95
2/28/2023	70025	Aviben	\$ 131.24
2/28/2023	70026	DBEA	\$ 1,876.21
2/28/2023	70027	DB Flex Account	\$ 900.04
2/28/2023	70028	Vendor Void	\$ 0.00
2/28/2023	70029	Vendor Void	\$ 0.00
2/28/2023	70030	Vendor Void	\$ 0.00
2/28/2023	70031	Void	\$ 0.00
2/28/2023	70032	ISD #378 Food Service	\$ 500.00
2/28/2023	70033	ISD #378	\$ 139.84
2/28/2023	70034	Madison National Life	\$ 927.14
2/28/2023	70035	Void	\$ 0.00
2/28/2023	70036	NCPERS Group Life Ins.	\$ 16.00
2/28/2023	70037	NGL Insurance Group	\$ 150.85
2/28/2023	70038	Vendor Void	\$ 0.00
2/28/2023	70039	PERA	\$ 10,943.84
2/28/2023	70040	TRA	\$ 26,609.84
2/28/2023	70041	WEX	\$ 3,171.75
2/21/2023	70042	Ameritas Life Insurance Company	\$ 453.16
2/21/2023	70043	Aviben	\$ 64.23
2/21/2023	70044	Eickhoff, Christine	\$ 90.11
2/21/2023	70045	Hiedeman, Amy	\$ 53.10
2/21/2023	70046	Interstate All Battery Center	\$ 88.00

2/21/2023	70047	Jimmy John's	\$	250.00
2/21/2023	70048	Kleven, Carrie	\$	134.93
2/21/2023	70049	TK Elevator Corporation	\$	6,063.76
2/21/2023	70050	Vendor Void	\$	0.00
2/21/2023	70051	US Bank	\$	8,975.79
2/28/2023	70052	Aafedt, Anthony	\$	439.23
2/28/2023	70053	Dept of Labor & Industry	\$	50.00
2/28/2023	70054	Excel Energy Center	\$	384.00
2/28/2023	70055	Ireland, Hank	\$	1,230.00
2/28/2023	70056	Kleven, Carrie	\$	73.24
2/28/2023	70057	Lehne, Christopher	\$	666.88
2/28/2023	70058	McBride, Kendra	\$	42.60
2/28/2023	70059	McGraw Hill	\$	220.13
2/28/2023	70060	Overton, Julie	\$	29.82
2/28/2023	70061	Pitney Bowes Global Financial	\$	554.19
3/06/2023	70062	Kelly, Stephanie	\$	48.96
3/06/2023	70063	Region 3A Secretary-Wrestling	\$	2,177.00
3/06/2023	70064	Region 3A Secretary-Girls Basketball	\$	1,778.00
3/15/2023	70065	Vendor Void	\$	0.00
3/15/2023	70066	Vendor Void	\$	0.00
3/15/2023	70067	Aviben	\$	5,935.95
3/15/2023	70068	DBEA	\$	1,876.21
3/15/2023	70069	DB Flex Account	\$	900.04
3/15/2023	70070	Vendor Void	\$	0.00
3/15/2023	70071	Vendor Void	\$	0.00
3/15/2023	70072	Void	\$	0.00
3/15/2023	70073	ISD #378 Food Service	\$	290.00
3/15/2023	70074	Void	\$	0.00
3/15/2023	70075	Vendor Void	\$	0.00
3/15/2023	70076	PERA	\$	12,332.91
3/15/2023	70077	TRA	\$	23,321.80
3/15/2023	70078	WEX	\$	<u>3,171.75</u>
				\$221,747.50

FEBRUARY 2023 FEDERAL & STATE TAX PAYMENT

FEDERAL	02/28/23	\$55,808.02	STATE	02/28/23	\$8,368.13
	03/15/23	\$48,767.92		03/15/23	\$7,348.08

Check Nbr	Vendor Name	Check Date	Check Amount
70079	A & B AUTO PARTS	03/13/2023	82.82
70080	AAFEDT, ANTHONY	03/13/2023	355.51
70081	Vendor Continued Check	03/13/2023	0.00
70082	AL'S MERCANTILE	03/13/2023	74.66
70083	AMERITAS LIFE INSURANCE CORP	03/13/2023	453.16
70084	AMERICAN WELDING & GAS INC	03/13/2023	469.35
70085	ARAMARK UNIFORM SERVICES	03/13/2023	136.38
70086	ASSOCIATION FOR CAREER & TECHN	03/13/2023	100.00
70087	AVIBEN	03/13/2023	153.23
70088	BIG STONE THERAPIES	03/13/2023	139.97
70089	BINGHAM PROJECTS INC	03/13/2023	460.31
70090	Vendor Continued Check	03/13/2023	0.00
70091	CITY OF DAWSON	03/13/2023	2,317.82
70092	COUNTRYSIDE PUBLIC HEALTH	03/13/2023	240.00
70093	CULLIGAN WATER CONDITIONING	03/13/2023	403.50
70094	DAVE'S PLUMBING, HEATING & A/C	03/13/2023	400.00
70095	DAWSON DRUG & GIFTS	03/13/2023	48.00
70096	DAWSON-BOYD ROBOTICS	03/13/2023	1,060.80
70097	DAWSON SENTINEL	03/13/2023	801.90
70098	FARMERS MUTUAL TELEPHONE COMPA	03/13/2023	615.08
70099	FERGUSON, TROY	03/13/2023	150.00
70100	GROTH MUSIC COMPANY	03/13/2023	475.00
70101	GRUWELL ELECTRIC	03/13/2023	313.60
70102	HARRY'S FROZEN FOOD	03/13/2023	302.50
70103	HILLYARD/HUTCHINSON	03/13/2023	2,142.57

Check Nbr	Vendor Name	Check Date	Check Amount
70104	HOGLUND BUS CO.	03/13/2023	6,662.94
70105	HURLEY, ALLYSA L	03/13/2023	521.35
70106	HUTT'S TEXACO	03/13/2023	33.55
70107	I-STATE TRUCK CENTER	03/13/2023	185.05
70108	INTERMEDIATE DISTRICT 287	03/13/2023	365.70
70109	JOHNSON MEMORIAL HEALTH SVCS	03/13/2023	5,295.50
70110	KEMPS LLC (DBA CASS-CLAY CREAM	03/13/2023	3,606.70
70111	KLEVEN, CARRIE L	03/13/2023	99.56
70112	LAC QUI PARLE COOP OIL	03/13/2023	8,429.34
70113	MADISON BOTTLING CO.	03/13/2023	819.50
70114	MARCO TECHNOLOGIES LLC	03/13/2023	2,173.05
70115	MENARDS	03/13/2023	219.99
70116	MIDWEST TRUCK PARTS, INC	03/13/2023	242.99
70117	MINNESOTA SCHOOL BOARDS ASSN.	03/13/2023	8,570.00
70118	MINNESOTA VALLEY COOP CENTER	03/13/2023	10,533.25
70119	MINNESOTA WEST-CANBY	03/13/2023	8,945.94
70120	Vendor Continued Check	03/13/2023	0.00
70121	MUSIC STREET	03/13/2023	480.00
70122	NEW DOMINION SCHOOL	03/13/2023	1,808.40
70123	NORTH CENTRAL INT'L INC	03/13/2023	1,734.83
70124	OLSON SANITATION LLC	03/13/2023	1,172.30
70125	OTTER TAIL POWER	03/13/2023	14,988.43
70126	PAN-O-GOLD BAKING COMPANY	03/13/2023	475.52
70127	PEMBERTON, SORLIE, RUFER & KER	03/13/2023	743.00
70128	J.W. PEPPER & SON, INC.	03/13/2023	163.83

Check Nbr	Vendor Name	Check Date	Check Amount
70129	PERFORMANCE FOODSERVICE-MARSHA	03/13/2023	17,143.96
70130	QUILL CORPORATION	03/13/2023	576.26
70131	RUNNINGS FARM & FLEET	03/13/2023	4.78
70132	SARLETTES MUSIC	03/13/2023	83.50
70133	KEN SATHER CONSTRUCTION LLC	03/13/2023	55.17
70134	SIOUX FALLS SCHOOL DISTRICT	03/13/2023	82.06
70135	SOUTHWEST MINNESOTA EMS	03/13/2023	280.00
70136	STENSRUD, TIM	03/13/2023	176.69
70137	STEVENS ELEMENTARY FUNDRAISING	03/13/2023	129.00
70138	SW/WC SC	03/13/2023	3,800.00
70139	SWEETWATER	03/13/2023	1,950.09
70140	TEACHWELL SOLUTIONS	03/13/2023	6,065.00
70141	TIM'S FOOD PRIDE	03/13/2023	233.88
70142	TOTAL FIRE PROTECTOIN	03/13/2023	2,637.18
70143	WAGER CHIROPRACTIC P.L.L.C.	03/13/2023	335.00
65	Computer	Check(s) For a Total of	123,519.45

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
65	Computer	Checks For a Total of	123,519.45
Total For 65	Manual, Wire Tran, ACH & Computer Checks		123,519.45
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	123,519.45

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
01	GENERAL FUND	453.16	129.00	101,306.04	101,888.20
02	FOOD FUND	0.00	0.00	21,256.87	21,256.87
04	COMMUNITY EDUCAT	0.00	0.00	374.38	374.38

Check Nbr	Vendor Name	Check Date	Check Amount
70144	ICS CONSULTING, LLC (D/B/A ICS	03/13/2023	18,565.70
70145	PARALLEL TECHNOLOGIES INC	03/13/2023	8,294.41
2	Computer	Check(s) For a Total of	26,860.11

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	26,860.11
Total For	2	Manual, Wire Tran, ACH & Computer Checks	26,860.11
Less	0	Voided	0.00
		Net Amount	26,860.11

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	26,860.11	26,860.11

INDEPENDENT SCHOOL DISTRICT NO. 378

TREASURER'S REPORT TO SCHOOL BOARD

DATE: MARCH 12, 2023

MONTH: FEBRUARY 2023

FUNDS	BEGINNING OF MONTH BAL.	CURRENT MONTH ACTIVITY	OTHER	END OF MONTH BALANCE
GENERAL	-\$174,848.11	-\$398,473.67	\$0.00	-\$573,321.78
FOOD SERVICE	\$113,413.06	\$9,004.43	\$0.00	\$122,417.49
COMMUNITY SERVICE	-\$7,850.54	-\$7,288.41	\$0.00	-\$15,138.95
BUILDING/CONST	-\$86,830.73	\$84,105.47	\$0.00	-\$2,725.26
DEBT REDEMPTION	\$248,927.67	\$1,296.12	\$0.00	\$250,223.79
TRUST AND AGENCY	\$5,250.00	\$0.00	\$0.00	\$5,250.00
TOTALS	\$98,061.35	-\$311,356.06	\$0.00	-\$213,294.71

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
\$39,491.47	-252,786.18					-\$213,294.71

INVESTMENTS

REGULAR FUND-600216	CERTIFICATE NUMBER	DOLLAR AMOUNT
MSDLAF		\$0.66
MSDMAX		\$0.00
MNTRUST		\$1,540,608.07
TOTAL		\$1,540,608.73



Resignation of Miranda Streich-High School Paraprofessional effective March 15, 2023

Resignation of Melissa Grussing-Elementary School Paraprofessional effective March 31, 2023

Approval of Maternity Leave to Allysa Hurley, beginning the 2023-2024 school year-November 6, 2023

## Achievement and Integration Plan

July 1, 2023 to June 30, 2026

*Submissions due by March 15th, 2023*

**District ISD# and Name:** 0378 Dawson-Boyd

**District Integration Status:** A

**Superintendent:** Troy Ferguson

Phone: 320-769-2955

Email: tferguson@dwby.k12.mn.us

**Plan submitted by:** Ryan Stotesbery

Title: High School Principal

Phone: 320-769-2955

Email: rstotesbery@dwby.k12.mn.us

### Racially Identifiable Schools within District

If you have been notified by the Minnesota Department of Education (MDE) that your district has a racially identifiable school, please list each of those schools below. Add additional lines as needed.

1. Type name of RIS here.
2. Type name of RIS here.
3. Type name of RIS here.
4. Type name of RIS here.
5. Type name of RIS here.
6. Type name of RIS here.

Plans for racially identifiable schools should include the same information and follow the same format as districtwide plans. Provide that information in the [Racially Identifiable School section](#) of this document.

**Partnering Districts** Racially isolated districts must partner with adjoining districts on student integration strategies (Minn. R. 3535.0170). List the districts you will partner with, adding additional lines as needed. Provide the name of your integration collaborative if you have one: Type name of integration collaborative here, if applicable

1. 0891 – Canby V - Voluntary
2. 0403 – Ivanhoe V - Voluntary
3. 2890 – Renville County West - Adjoining
4. 2190 – Yellow Medicine East – Racially Identifiable
5. 2167 – Lakeview – Adjoining
6. 0414 – Minneota - Voluntary

### School Board Approval

We certify that we have approved this Achievement and Integration plan and will implement it as part of our district's World's Best Workforce plan ([Minn. Stat. § 124D.861, subd. 4](#)).

We certify that we sought and received input on integration goals and strategies from councils as described on page 2. The council(s) included representation and meaningful input from our American Indian Parent Advisory Committee as required by [Minnesota Rules 3535.0160, subpart 2](#), and [Minnesota Rules 3535.0170, subparts 2-5](#).

Superintendent: Troy Ferguson

Signature: \_\_\_\_\_ Date Signed: March 13, 2023

School Board Chair: Bruce Lund

Signature: \_\_\_\_\_ Date Signed: March 13, 2023

## Plan Input

Minnesota School Desegregation/Integration Rule, part 3535.0170, subpart 2, requires racially isolated and adjoining districts to establish a multidistrict collaboration council to provide input on integration goals and to identify cross-district strategies to improve student integration.

Districts with racially identifiable schools are required to convene a community collaboration council to assist in developing integration goals and to identify ways of creating increased opportunities for integration at the racially identifiable schools (Minn. R. 3535.0160, subp. 2).

**American Indian Parent Advisory Committee** Districts with an American Indian parent advisory committee must include representation from this committee on the councils described above (Minn. R. 3535.0160, subp. 2, and 3535.0170, subp. 3).

For stakeholder input to be meaningful it should be based on open communication and coordination that acknowledges and considers the views of all participants. For steps to ensure that input from your council is meaningful, see the Facilitation Guide in the [Achievement and Integration Plan Guide](#), and see the [Tribal Consultation Guidance](#).

**AIPAC Member Signature** (if applicable): \_\_\_\_\_ Date Signed: Enter date here

Below, list your council members and identify American Indian parent committee members. Briefly describe council members' recommendations for your district-wide plan and for your racially identifiable school plans, as applicable. You may also include meeting dates and describe the process you used to ensure meaningful input from council members.

**Multidistrict Collaboration Council:** Enter names of Multidistrict Collaboration Council Members here.

**Community Collaboration Council for Racially Identifiable School(s):** Enter names of Community Collaboration Council Members for RIS here.

## Submitting this Plan

Submit your completed plan as a Word document to MDE for review and approval **no later than March 15, 2023** (Minn. Stat. § 124D.861, subd. 4). Once it's signed, scan the signature page and save it as a separate PDF. Email your plan and signature page to [MDE.integration@state.mn.us](mailto:MDE.integration@state.mn.us).

Detailed directions and support for completing this plan can be found in the [Achievement and Integration Plan Guide](#).

## Achievement and Integration Goals

This plan must contain three types of goals, at least one for each of the following:

1. Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.
2. Reducing the disparities in equitable access to effective and more diverse teachers among all students and specific categories of students excluding the categories of gender, disability, and English learners.
3. Increasing racial and economic integration (Minn. Stat. § 124D.861, subd. 2 (a)).

**Goal #1:** The percentage of students completing grade 12 earning credit in two or more CTE or college-level courses will increase from 70% in 2024 to 75% in 2026.

**Strategy #1:** Career and College Planning and Exploration

**Aligns with WBWF area:** All students are ready for career and college.

**Goal type:** Integration

**Integrated Learning Environments** (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- Provides school enrollment choices.
- Increases cultural fluency, competency, and interaction.
- Increases graduation rates.
- Increases access to effective and diverse teachers.

### **Narrative description of this strategy.**

YMIC employs an Integration Coordinator. In collaboration with School Counselors, the YMIC Integration Coordinator will coordinate YMIC student events, plans, and communicates with all YMIC stakeholders, including all of the YMIC school district partners, business, and professionals as well as post-secondary institutions. The events offered for YMIC students are regional college visits, career expos, college fairs, business tours, industry tours, financial aid seminars, employer panels, along with other activities that introduce students to the importance of college and specialized training after high school.

Through organized collaborative events, students will have the opportunity to participate in culture sharing, social integration, career and college readiness skills, and leadership skills. Students will have a better knowledge of the land they reside on.

### Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
The percentage of students completing grade 12 earning credit in two or more CTE or college-level courses.	70%	73%	75%
The percentage of students who took the ACT or Accuplacer and met the college readiness requirements in all areas.	30%	35%	40%
Enter KIP.			

*This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).*

### Strategy #2: Introduction to Certified Nursing Assistant Course at the high school level.

**Aligns with WBWF area:** All students are ready for career and college.

**Goal type:** Innovative and Integrated Pre-K through Grade 12 Learning Environments

**Integrated Learning Environments** (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- Provides school enrollment choices.
- Increases cultural fluency, competency, and interaction.
- Increases graduation rates.
- Increases access to effective and diverse teachers.

### Narrative description of this strategy.

Dawson-Boyd Public School District will work with Lac qui Parle Valley School District on a collaborative Certified Nursing Assistant course that would be offered to students in the junior and senior classes. This course would be a springboard into providing students with base knowledge in what a career in medicine means. Students would apply coursework in a clinical type setting providing them with direct experience in the medical field.

Location of services: School sites within the two districts.

### Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
The number of Dawson-Boyd students taking and completing the CAN course.	4	6	8
Enter KIP.			
Enter KIP.			

*This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).*

**Goal #2:** All students of color, American Indian students and students from low income families will have equitable access to experienced, in-field, and effective teachers.

**Strategy #3:** Mentoring and Induction Program

**Aligns with WBWF area:** Recruitment and retention of racially and ethnically diverse teachers and administrators. Equitable access to effective and more diverse teachers.

**Goal type:** Teacher Equity

**Integrated Learning Environments** (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- Provides school enrollment choices.
- Increases cultural fluency, competency, and interaction.
- Increases graduation rates.
- Increases access to effective and diverse teachers.

**Narrative description of this strategy.**

Each year administration will ensure that students of ethnic diversity, English Learners, and Free and Reduced Price Lunch students, will have equitable access to highly qualified teachers. Using data and teacher referrals, classrooms will be balanced in the most equitable way possible.

In the 2022-2023 school year, our district had 16% percent of teachers who were in their first three years of teaching. Being a small rural school tends to mean we have a fairly large percentage of inexperienced teachers. All of our teachers hold the appropriate licensure and received a rating of proficient or higher on the district’s teacher evaluation process. Because of this, we feel there is no statistically significant disparities between student groups in our district concerning access to effective and in-field teachers.

We are continually challenged by low applicant pools and limited diversity within the pool. This is due to our location in rural southwest Minnesota. We advertise for all teaching positions in the tri-state area, state colleges/universities, EdPost, social media, and local media.

Because of the low applicant pool, it is important to retain the teachers we have employed. Teachers all belong to a job alike Professional Learning Community and all probationary teachers belong to our three-year mentoring and induction program. Each teacher also has access to three professional development days per school year.

### Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Percentage of teaching staff participating in Professional Learning Communities with colleagues.	100%	100%	100%
Current inexperienced teachers will successfully complete each year of a three year mentoring and induction program.	100%	100%	100%

*This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).*

**Goal #3:** Dawson-Boyd third through eighth graders enrolled October 1 each year will increase their math proficiency to Meets on MCA’s and/or At Grade Level on the Star Math Assessment from 52% in 2024 to 58% in 2026. The district is currently at 48.1% in 2021-2022.

**Strategy #4** Academic intervention

**Aligns with WBWF area:** All racial and economic achievement gaps between students are closed.

**Goal type:** Achievement Disparity

**Type of Strategy:**

Innovative and integrated pre-K-12 learning environments. \* If you choose this, complete the Integrated Learning Environments section below.

**Integrated Learning Environments** (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- Provides school enrollment choices.
- Increases cultural fluency, competency, and interaction.
- Increases graduation rates.
- Increases access to effective and diverse teachers.

**Narrative description of this strategy.**

Through a variety of intervention services, Dawson-Boyd students in grades 3-8 performing below proficiency or grade level based on MCA’s and Star Assessments will be targeted for individualized instruction so they can gain the skills needed to achieve proficiency/grade level. We will work toward this in the following ways:

1. After school intervention services for students not meeting proficiency/grade level.
2. Math intervention time built into our master schedule for 7<sup>th</sup> and 8<sup>th</sup> grade students not meeting proficiency/grade level.
3. Professional Development Training related to our math curriculum at the elementary level.

**Key Indicators of Progress (KIP)**

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Students in grades 3-6 meeting grade level in Math based on Star Math assessment.	60%	65%	70%
Students in grades 7-8 meeting proficiency on the MCA Math assessment.	35%	40%	45%
Enter KIP.			

*This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).*

**Aligns with WBWF area:** Enter one of the following:

- All children are ready for school.
- All racial and economic achievement gaps between students are closed.
- All racial and economic achievement gaps between students are closed.
- All students are ready for career and college.
- All students graduate from high school. All children are ready for school.

**Goal type:** Enter one of the following:

- Achievement Disparity
- Integration
- Teacher Equity

To add goals, copy the goal section directly above and paste them below the strategies and KIPs supporting Goal #1.

## Strategies

Each goal should have at least one strategy. Number each strategy sequentially and give it a unique name. For each strategy, provide a narrative description as explained below.

Districts may use Achievement and Integration revenue to pursue racial and economic integration and reduce achievement disparities between student groups through the types of strategies listed in the *Type of Strategy* section below (Minn. Stat. § 124D.861, subd. 2).

**Integration Requirement** At least one of your strategies must be a student integration activity designed and implemented to bring together students from a racially isolated district with students from that district's adjoining Achievement and Integration districts (Minn. R. 3535.0170).

Copy and paste the strategy section below for each additional strategy.

**NOTE:** If a strategy is intentionally developed to support multiple goals, list its unique name and number and provide the narrative description for that strategy under one goal. Include that strategy's unique number and name under the other goals it supports. You do not have to copy the narrative description for that strategy under multiple goals.

**Strategy Name and #** Enter strategy name and number here.

**Type of Strategy:** Enter one of the following types of strategies:

- Innovative and integrated pre-K-12 learning environments. \* If you choose this, complete the Integrated Learning Environments section below.
- Family engagement initiatives to increase student achievement.
- Professional development opportunities focused on academic achievement of all students.
- Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.
- Recruitment and retention of racially and ethnically diverse teachers and administrators.
- Equitable access to effective and more diverse teachers.

**Integrated Learning Environments** (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- |  |   |
|--|---|
| <input type="checkbox"/> Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions. | <input type="checkbox"/> Increases cultural fluency, competency, and interaction. |
| <input type="checkbox"/> Provides school enrollment choices.   | <input type="checkbox"/> Increases graduation rates.                              |
|  | <input type="checkbox"/> Increases access to effective and diverse teachers.      |

**Narrative description of this strategy.** Based on your description below someone reading your plan should understand what you are proposing to do, why you are doing it, and be able to recognize it if they see it. For example, explain what this activity will look like, what will be taught, which students will participate, how students are selected, intended outcomes for students, what will be assessed, how instruction will be delivered, and where will this take place.

Add narrative here.

Location of services: Enter location here.

## Key Indicators

These indicators are the evidence you will use to document how well each strategy is being implemented and whether or not they are helping bring about the intended outcomes for students. Use these indicators to assess the effectiveness of your strategies and to adjust what you're doing.

For strategies that provide school enrollment choices, such as magnet schools, and strategies that decrease racial and economic enrollment disparities, include at least one indicator that measures enrollment disaggregated by race/ethnicity and free or reduced-priced lunch (FRPL). Disaggregating your data may be relevant for other types of strategies such as those designed to increase access to effective and diverse teachers.

### Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Enter KIP.			
Enter KIP.			
Enter KIP.			

*This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).*

Copy and paste the strategy and key indicator sections above for each additional strategy supporting this goal. Number each strategy sequentially regardless of the number of goals in your plan. When you are done adding strategies, this plan will have only one Strategy #1, one Strategy #2, etc.

Remember to copy and paste the goal section when adding additional goals.

## Creating Efficiencies and Eliminating Duplicative Programs

Briefly explain how this plan will create efficiencies and eliminate duplicative programs and services (Minn. Stat. § 124D.861, subd. 2 (c)). All YMIC initiatives planned for the 2024-2026 plan are a continuation of past successful integration practices or new programming. The YMIC will work collaboratively to promote Career & College Readiness strategies that we can share and promote in our individual districts as well as our region. The Integration Coordinator will continue to plan activities and events for all seven YMIC member districts. We will continue to work together to create more collaborative opportunities and find new and creative ways to provide services that will benefit our students. More work continues to be done on the Career & Technical Education area as well as the STEM/STEAM education. We will continue to partner with the Private Industry Council, MN West Technical College and Southwest Minnesota State University, the National Guard, and DEED.

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## Racially Identifiable School(s) (RIS)

If you have been notified by the Minnesota Department of Education (MDE) that your district has one or more Racially Identifiable Schools, include goals and strategies for each Racially Identifiable School within your district. *If MDE has not notified your district that one of your sites is racially identifiable, delete this section.*

## Achievement and Integration Goals

This plan must contain three types of goals, at least one for each of the following:

1. Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.
2. Reducing the disparities in equitable access to effective and more diverse teachers among all students and specific categories of students excluding the categories of gender, disability, and English learners.
3. Increasing racial and economic integration (Minn. Stat. § 124D.861, subd. 2 (a)).

**RIS Goal # 1** Enter RIS Goal in SMART Goal format here.

**Aligns with WBWF area:** Enter one of the following:

- All children are ready for school.
- All racial and economic achievement gaps between students are closed.
- All racial and economic achievement gaps between students are closed.
- All students are ready for career and college.
- All students graduate from high school. All children are ready for school.

**Goal type:** Enter one of the following:

- Achievement Disparity
- Integration
- Teacher Equity

To add goals, copy the goal section directly above and paste them below the strategies supporting RIS Goal #1.

## Racially Identifiable School Strategies

Each goal should have at least one strategy. Number each strategy sequentially and give it a unique name. For each strategy, provide a narrative description as explained below.

Districts may use Achievement and Integration revenue to increase racial and economic integration at their racially identifiable schools and to reduce disparities between student groups through the types of strategies listed in the *Type of Strategy* section below (Minn. Stat. § 124D.861, subd. 2).

**Integration Requirement** Include at least one strategy designed and implemented to increase racial and economic integration at each racially identifiable school (Minn. R. 3535.0160).

Copy and paste the strategy section below for each additional strategy.

**Strategy #** Enter RIS strategy name and number here.

**Type of Strategy:** Enter one of the following types of strategies:

- Innovative and integrated pre-K-12 learning environments. \* If you choose this, complete the Integrated Learning Environments section below.
- Family engagement initiatives to increase student achievement.
- Professional development opportunities focused on academic achievement of all students.
- Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.

- Recruitment and retention of racially and ethnically diverse teachers and administrators.
- Equitable access to effective and more diverse teachers.

**Integrated Learning Environments** (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, describe in your narrative description how the different aspects of integrated learning environments listed below are part of your strategy:

- |  |   |
|--|---|
| <input type="checkbox"/> Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions. | <input type="checkbox"/> Increases cultural fluency, competency, and interaction. |
| <input type="checkbox"/> Provides school enrollment choices.   | <input type="checkbox"/> Increases graduation rates.                              |
|  | <input type="checkbox"/> Increases access to effective and diverse teachers.      |

**Narrative description of this strategy.** Based on your description below someone reading your plan should understand what you are proposing to do, why you are doing it, and be able to recognize it if they see it. For example, explain what this activity will look like, what will be taught, which students will participate, how students are selected, intended outcomes for students, what will be assessed, how will instruction be delivered, and where will this take place.

Enter narrative here.

Location of services: Enter location here.

## Key Indicators

These indicators are the evidence you will use to document how well each strategy is being implemented and whether or not they are helping bring about the intended outcomes for students. Use these indicators to assess the effectiveness of your strategies and to adjust what you’re doing.

For strategies that provide school enrollment choices, such as magnet schools, and strategies that decrease racial and economic enrollment disparities, include at least one key indicator that measures enrollment disaggregated by race/ethnicity and free or reduced-priced lunch (FRPL). Disaggregating your data may be relevant for other types of strategies such as those designed to increase access to effective and diverse teachers.

### Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2024	Target 2025	Target 2026
<i>Example: The percentage of NAME OF RIS students disaggregated by race/ethnicity and FRPL reporting an increased sense of engagement and connection on our school climate surveys will increase 25 percentage points each year. 2020 response rate is 50 percent.</i>	75%	100%	100%
Enter KIP.			
Enter KIP.			
Enter KIP.			

*This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).*

Copy and paste the strategy section above for each additional strategy supporting this goal. Number each strategy sequentially regardless of the number of goals in your plan. When you are done adding strategies, this plan will have only one RIS Strategy #1, one RIS Strategy #2, etc.

Remember to copy and paste the goal section above to add additional goals for each of your racially identifiable schools.

## Creating Efficiencies and Eliminating Duplicative Programs

Briefly explain how this plan for racially identifiable schools will create efficiencies and eliminate duplicative programs and services within your district (Minn. Stat. § 124D.861, subd. 2 (c)). Enter text here.

## Achievement and Integration FY 2024 Budget Workbook

Use these instructions to create your district's annual Achievement and Integration (A&I) A&I budget. Please refer to the *Achievement Integration Budget Guide* on the A&I webpage for more information on A&I revenue and for the list of budget review criteria.

**Do not delete pages from this workbook.** That will disable the formulas on the *Expenditure Summary* page which calculates the percentage of expenditures (direct student service, prof development, admin) and also sums total expenditures by FIN code. You need to track of both as you create your budget.

- Program and fiscal staff should work together to create this budget, drawing on your respective knowledge of the strategies in your district's A&I plan, costs that aren't detailed in the plan but are necessary to implement those strategies, and school finance practices.
- **Proposed expenditures can be approved only for strategies included in a district's current MDE-approved A&I plan.**
- Expenditures to fund strategies included in a racially identifiable school (RIS) plan must be listed in the RIS tabs of this excel workbook.
- **Use the separate tabs for direct student services, PD, and Admin costs as explained in the A&I Budget Guide. The requirement for districts to use a certain percentage of revenue for each expenditure type is in A&I legislation and explained in the tabs of this budget workbook.**
- **Add lines to a worksheet by inserting rows *before* a revenue total line.** The revenue total lines are linked to a formula in the Expenditure Summary page. If you insert rows after them, your Expenditure Summary totals will be inaccurate.
- Add a **budget narrative** for each line item to document how proposed expenditures will fund activities in your district's MDE-approved A&I plan. **Do not copy your plan description into the budget.** Instead, describe what each expenditure will purchase. Then identify by name and number the activity in your plan that an expenditure will help fund. This info will provide expenditure detail not included in your A&I plan.
- List proposed FIN 313 (initial revenue) and FIN 318 (incentive revenue) expenditures on the separate tabs marked in the budget workbook. These are two different types of A&I aid and must be tracked separately.
- Find your district's aid entitlement estimate for A&I revenue in the Minnesota Funding Reports (MFR) section of MDE's Data Analytics webpage. Steps for finding that report are listed on the MDE A&I webpage.
- **Admin costs include salary and benefits for support staff and administrators that do not provide direct instruction to students in A&I activities. Admin costs also include things such as postage, rent, dues, memberships, printing charges.**
- Payments to other districts or to vendors should be listed as line items in the corresponding Direct Student Services, PD, or Admin tabs. **Use OBJ code 390 for payments to other districts.**
- **The budget narratives for proposed salary expenditures should include the following: percentage FTE and the name and number of the strategy in your district's A&I plan that the FTE is supposed to help implement.**
- Fringe benefits for positions that are part of the same plan strategy may be bundled by OBJ code. For example, if three staff are providing instruction for an A&I summer program, benefits for their hours working on that program may be listed in the same line item.
- Resubmit this workbook listing proposed and *actual* FY 2024 expenditures by December 1, 2024.

▪ Expenditure changes that increase total FIN code amounts and changes to the types of expenditures approved in the initial budget must be sent to MDE for review and approval by April 1, 2024.

▪ **Budgets are due to MDE by March 15, 2023. Board approval is optional. This means your board does not need to approve this budget before you submit it on March 15.**

#### How to Submit Your Budget

1) Submit your district's proposed FY24 budget by March 15, 2023 to [mde.integration@state.mn.us](mailto:mde.integration@state.mn.us).

2) Submit your district's budget as an excel file. No PDF's please.

3) Please save your budget using the file name *FY24 [District Name] A&I budget*.

*Questions about submitting your budget? Contact one of MDE's A&I staff or email [mde.integration@state.mn.us](mailto:mde.integration@state.mn.us).*



## Achievement and Integration Revenue FY 2024 Budget Worksheet

Use this workbook to list proposed expenditures of FY 2024 Achievement Integration (A&I) revenue. All expenditures must support strategies in your district's MDE-approved A&I plan. Each worksheet has a column where you will explain how each line item is intended to fund a strategy. **Please use the instructions in the prior tab of this workbook.** For details on budget requirements, see the A&I Budget Guide on the A&I webpage.

**District Name:** Dawson-Boyd Public Schools

**District ISD Number:** 378

**Superintendent:** Troy Ferguson

**Partnering Districts:** Yellow Medicine East, Renville County West, Lakeview, Canby, Minnesota

Fiscal and program staff should work together to complete this budget. Please list those staff members below. Both will be contacted if changes or more detail is needed for the budget to be approved.

**Program Staff:** Ryan Stotesbery

**Phone:** 320-769-2955

**E-mail:** [rstotesbery@dwby.k12.mn.us](mailto:rstotesbery@dwby.k12.mn.us)

**Fiscal Staff:** Stacy Stratmoen

**Phone:** 320-769-2955

**Email:** [stacys@dwby.k12.mn.us](mailto:stacys@dwby.k12.mn.us)

If you have been notified by MDE that your district has one or more *Racially Identifiable Schools*, please list those schools here:

Find the amount of Achievement and Integration (A&I) revenue your district may be eligible to receive in FY 2024 and enter it below. See lines 12 and 13 in your district's Integration Revenue Reports listed online in the Minnesota Funding Reports. These are estimates based on enrollment projections and A&I funding formulas. These estimates will be adjusted to reflect actual FY24 enrollment. Directions for finding Integration Revenue reports online are posted to the A&I website.

<b>Total Initial Revenue (FIN 313)</b>	\$ 52,587.81
<b>Total Incentive Revenue (FIN 318)</b>	\$ 5,976.00
<b>TOTAL A&amp;I REVENUE</b>	\$ 58,563.81

### CERTIFICATION STATEMENT

*We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2024 Achievement & Integration budget as approved by the school board.*

<b>Board Approval Date</b>	<u>13-Mar-23</u>
<b>School Board Chair</b>	<b>Date</b>
<b>Superintendent</b>	<b>Date</b>

This certification statement is not required in legislation or by the Minnesota Department of Education.

*FOR MDE USE ONLY*

Approved Initial Revenue: _____	Approved Incentive Revenue: _____
MDE Approval: _____	Date: _____



**Improvement Funding Directions** Only districts that did not meet the goals in their last plan after three years should complete this tab. If you didn't meet your goals, you must use up to 20% of your annual integration revenue to fund improvement strategies.

**Step 1) Complete the DSS, PD and Admin tabs for FIN 313 and 318. Step 2) Copy and paste line items that will fund improvement strategies into one of the sections below.**

- Copy line items totaling up to 20% of your total proposed revenue. That percentage will be calculated for you on the Expenditures Summary tab.
- The line items you copy may be either FIN 313 or FIN 318 depending upon how you're funding your improvement strategies.

**What is an improvement strategy?** Strategies that were 1) not in your prior plan, or 2) strategies that you've adjusted and kept in your current A&I plan, and 3) strategies developed using an equity-centered improvement process like the one described in the A&I Improvement Planning Guide. The strategies should be different from the ones in your prior plan because they are either new to your A&I work or have been changed in some way that increases the likelihood of meeting the goals in your district's current plan.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amount	Budget Narrative - Which strategy in you're A&I plan does each line item support and how?			
	ORG	PROG	FIN	OBJ			Describe what will be purchased, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement a strategy. Do not copy the strategy description from your plan.	Goal #	Strategy # and Name	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit this workbook with actual FY24 expenditures by 12/1/24.				
<b>Direct Student Services</b>										
Math Intervention Instruction	5	790	318	143	\$ 2,000.00		We will be developing a daily math intervention time for our 7th and 8th grade students to build skills and close the achievement gap.	3	4 Academic Intervention	
<b>Professional Development</b>										
Envisions Math Training	5	790	313	185	\$ 1,000.00		Our plan is to have a trainer from Envisions come and review our curriculum we have in place for elementary math. We intend to review scope & sequence as well as better ways to meet Minnesota state math standards.	3	4 Academic Intervention	
<b>Administrative Costs</b>										
					<b>Total Improvement Funding:</b>	\$3,000.00	\$0.00			

**Comments:**





**FY 2024 Achievement and Integration Budget**  
**Direct Student Service Costs**

District Number: 378

District Name: Dawson-Boyd Public Schools

**80% Direct Services to Students**

List proposed FIN 313 expenditures for Direct Student Services below. **At least 80% of a district's proposed expenditures must be used for strategies in a district's MDE-approved A&I plan that provide direct services to students.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amt	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ				Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit this budget with actual FY24 expenditures by 12/1/24.	Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement the strategy. <i>Do not copy the strategy description from your plan.</i>		
			313						
			313						
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			313						
			313						
<b>FIN 313 TOTAL</b>					<b>\$0.00</b>	<b>\$0.00</b>			

Insert lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:



**FY 2024 Achievement and Integration Budget**  
 Direct Student Service Costs to Reduce Enrollment Disparities

District Number:

District Name:

**80% Direct Services to Students**  
 List proposed **FIN 318** expenditures for Direct Student Services below. At least 80% of a district's proposed expenditures must be used for strategies included in the district's MDE-approved A&I plan which provide direct services to students. **Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities in classes, schools, some programs, or between districts.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ			Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.			
Achieve 3000 Literacy Program	5	790	318	433	\$23,570.00		3	4 Academic Intervention	
IXL Program	5	790	318	433	\$5,000.00		3	4 Academic Intervention	
Intervention Specialist	5	790	318	143	\$10,000.00		3	4 Academic Intervention	
Intervention Specialist TRA	5	790	318	218	\$750.00				
Intervention Specialist FICA	5	790	318	210	\$765.00				
Art Day - Indigenous Art Tour	300	790	313	305	\$700.00		1	2 Career & College Planning/Exploration	
10th Grade Career Expo	300	790	313	430	\$250.00		1	2 Career & College Planning/Exploration	
9th Grade MN West Career & College Day	300	790	313	369	\$300.00		1	2 Career & College Planning/Exploration	

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ				Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.			
10th Grade College Fair	300	790	313	369	\$300.00		1	2 Career & College Planning/Exploration	
9th Grade Retreat	5	203	313	430	\$800.00		1	2 Career & College Planning/Exploration	
11th Grade College Experience Day	300	790	313	430	\$350.00		1	2 Career & College Planning/Exploration	
<b>FIN 318 TOTAL</b>					<b>\$42,785.00</b>	<b>\$0.00</b>			

Insert lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

**Comments:**



**FY 2024 Achievement and Integration Budget**  
Professional Development Costs

District Number:

District Name:

**20% Professional Development**

List all proposed **FIN 313** expenditures for professional development below. **No more than 20% of this budget's total revenue may be proposed or used for these costs.** All training funded through this budget must directly support strategies in a district's MDE-approved A&I plan. Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?	
	ORG	PROG	FIN	OBJ			Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.		
Staff Development for AI Planning	5	790	313	185	\$350.00		3	4 Academic Intervention
Staff Book Study	5	790	313	185	\$2,000.00		3	4 Academic Intervention
Books for Book Study	5	790	313	401	\$1,000.00		3	4 Academic Intervention
FICA	5	790	313	210				School-wide staff book study - teachers
TRA	5	790	313	218				School-wide staff book study - teachers
Travel expenses for meetings	5	790	313	366	\$400.00			Travel/meals for collaborative meetings
			313					
<b>FIN 313 TOTAL</b>					<b>\$4,150.00</b>	<b>\$0.00</b>		

Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Professional Development section of the Improvement Planning tab.

**Comments:**

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.	Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #	Strategy # and Name



**FY 2024 Achievement and Integration Budget**  
 Professional Development Costs to Reduce Enrollment Disparities

District Number:

District Name:

**20% Professional Development**

List proposed **FIN 318** expenditures for professional development below. No more than 20% of this budget's total revenue may be proposed or used for these costs. **Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities in classes, schools, some programs, or between districts.** Read the A&I Budget Guide on the MDE website for more details.

UFARS Title  Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	UFARS Code Required				Budgeted Amt  List the total amount budgeted for this line item.	Actual Amt  Resubmit form with actual FY24 expenditures by 12/1/24.	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ			Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #	Strategy # and Name
			318						
			318						
			318						
			318						
			318						
			318						
			318						
			318						
<b>FIN 318 TOTAL</b>					<b>\$0.00</b>	<b>\$0.00</b>			

Add lines **above** the **FIN 318 TOTAL** line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Professional Development section of the Improvement Planning tab.

**Comments:**



**FY 2024 Achievement and Integration Budget**  
**Administrative/Indirect Costs**

District Number:

District Name:

**10% Admin/Indirect Costs**  
 List proposed Administrative/Indirect **FIN 313** expenditures below. **No more than 10% of this budget's total revenue may be proposed or used for administrative or indirect costs.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?	
	ORG	PROG	FIN	OBJ			Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.		
Integration Administrator - Leah Schueler	5	790	313	305	\$5,258.00		Leah Schueler has been hired by the Yellow Medicine Integration Collaborative (YMIC) to coordinate integration activities, set up collaborative planning meetings and communicate about state department requirements.	
			313					
			313					
			313					
			313					
			313					
<b>FIN 313 Total</b>					<b>\$5,258.00</b>	<b>\$0.00</b>		

Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Admin/Indirect section of the Improvement Planning tab.

Comments:



**FY 2024 Achievement and Integration Budget**  
 Administrative/Indirect Costs to Reduce Enrollment Disparities

District Number:

District Name:

**10% Admin/Indirect Costs**  
 List proposed **FIN 318** Administrative/Indirect expenditures below. **No more than 10% of this budget's total revenue may be proposed or used for administrative or indirect costs.**  
**Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities in classes, schools, some programs, or between districts.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ				Goal#	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>		
			318						
			318						
			318						
			318						
			318						
			318						
<b>FIN 318 Total</b>					<b>\$0.00</b>	<b>\$0.00</b>			

Add lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Admin/Indirect section of the Improvement Planning tab.

Comments:



**FY 2024 Achievement and Integration Budget**  
**Racially Identifiable Schools: Direct Student Services Costs**

District Number:  District Name:

**80% Direct Services to Students**  
 List proposed **FIN 313** expenditures for Direct Student Services for your district's Racially Identifiable School(s) below. **At least 80% of a district's proposed expenditures must be used for strategies in a district's MDE-approved A&I plan that provide direct services to students.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ				Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>		
			313						
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			313						
<b>FIN 313 TOTAL</b>					<b>\$0.00</b>	<b>\$0.00</b>			

Add lines **above** the **FIN 313 TOTAL** line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:



**FY 2024 Achievement and Integration Budget**

Racially Identifiable Schools: Direct Student Service Costs to Reduce Enrollment Disparities

District Number: 378

District Name: Dawson-Boyd Public Schools

**80% Direct Services to Students**

List proposed FIN 318 expenditures for Direct Student Services for your Racially Identifiable School(s) below. **At least 80% of a district's proposed expenditures must be used for strategies that provide direct services to students. Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities** in classes, schools, some programs, or between districts.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ				Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>		
			318			\$0.00			
			318						
			318						
			318						
<b>FIN 318 TOTAL</b>					<b>\$0.00</b>	<b>\$0.00</b>			

Add lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:



**FY 2024 Achievement and Integration Budget**  
**Racially Identifiable Schools: Professional Development Costs**

District Number: 378

District Name: Dawson-Boyd Public Schools

**20% Professional Development**

On this worksheet list proposed FIN 313 expenditures for professional development for your district's Racially Identifiable School(s). **No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved A&I plan.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ				Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>		
			313			\$0.00			
			313						
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			313						
			313						
			313						
			313						
			313						
<b>FIN 313 TOTAL</b>					<b>\$0.00</b>	<b>\$0.00</b>			

Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:



**FY 2024 Achievement and Integration Budget**  
**Racially Identifiable Schools: Professional Development Costs to Reduce Enrollment Disparities**

District Number:

District Name:

**20% Professional Development**

List proposed **FIN 318** expenditures for professional development for your district's Racially Identifiable School(s) below. No more than 20% of a district's total proposed expenditures may be used for PD costs that are part of a district's MDE-approved A&I plan. **Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ			Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.			
			318			\$0.00			
			318						
			318						
			318						
			318						
<b>FIN 318 TOTAL</b>					<b>\$0.00</b>	<b>\$0.00</b>			

Add lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:



**FY 2024 Achievement and Integration Budget**  
**Racially Identifiable Schools: Administrative/Indirect Costs**

District Number:

District Name:

**10% Admin/Indirect Costs**

List proposed Administrative/Indirect **FIN 313** expenditures for your district's Racially Identifiable School(s) below. **No more than 10% of of your total revenue may be budgeted or used for administrative or indirect costs.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
	ORG	PROG	FIN	OBJ				Goal #	Strategy # and Name
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>		
			313						
			313						
			313						
			313						
			313						
<b>FIN 313 Total</b>					<b>\$0.00</b>	<b>\$0.00</b>			

Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

**Improvement Funding** Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:



**FY 2024 Achievement and Integration Budget**  
**Racially Identifiable Schools: Administrative/Indirect Costs**

District Number:  District Name:

**10% Admin/Indirect Costs**  
 List proposed **FIN 318** Administrative/Indirect expenditures for your district's Racially Identifiable School(s) below. No more than 10% of of your total revenue may be budgeted or used for administrative or indirect costs. **Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY24 expenditures by 12/1/24.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #	Strategy # and Name
			318						
			318						
			318						
			318						
			318						
			318						
			318						
<b>FIN 318 Total</b>					<b>\$0.00</b>	<b>\$0.00</b>			

*Add lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

**Improvement Funding** Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

**Comments:**

## Dawson-Boyd Public School District

### 7 Year Curriculum Review Cycle K-12

	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
English/LA/ Drama/Speech K-8	Program Review	Research/Scope and Sequence	Pilot/Decision/ Purchase	Implementation	Review/ Supplement Purchases	Continue Using	Continue Using
English/LA/ Drama/Speech/ LA Strategies 9-12  Music (Elem)	Continue Using	Program Review	Research/Scope and Sequence	Pilot/Decision/ Purchase	Implementation	Review/ Supplement Purchases	Continue Using
Science 10-12  PE/ Health	Continue Using	Continue Using	Program Review	Research/Scope and Sequence	Pilot/Decision/ Purchase	Implementation	Review/ Supplement Purchases
Social Studies  FACS/AG/ SHOP	Review/ Supplement Purchases	Continue Using	Continue Using	Program Review	Research/Scope and Sequence	Pilot/Decision/ Purchase	Implementation
Math K-8  Art K-12	Implementation	Review/ Supplement Purchases	Continue Using	Continue Using	Program Review	Research/Scope and Sequence	Pilot/Decision/ Purchase
Science K-9  Spanish/ELL	Pilot/Decision/ Purchase	Implementation	Review/ Supplement Purchases	Continue Using	Continue Using	Program Review	Research/Scope and Sequence
Math 9-12  Keyboarding (Elem) / Computer (HS)	Research/Scope and Sequence	Pilot/Decision/ Purchase	Implementation	Review/ Supplement Purchases	Continue Using	Continue Using	Program Review

\*Special Education teams will be included in the content areas.

### **Year 1: Program Review**

- Revisit essential outcomes in content area
- Analyze student data
- Set curricular and program goals
- Discussion and feedback with curriculum committee and administration

### **Year 2: Research/ Scope and Sequence**

- Identify pilot materials
- Update content area curriculum maps/scope and sequence with pilot materials (MRVED)
- Create rubrics to evaluate pilot materials
- Determine pilot curriculum and instructors

### **Year 3: Pilot/Decision/Purchase**

- Implement identified pilots in fall
- Work with technology department to determine how tech will integrate into resources to augment learning
- Decide what to purchase by Winter break
- Map units of study with standard alignment
- Update courses, course descriptions, review and adjust vertical and horizontal standards alignment
- Develop professional development plan for effective implementation of curriculum
- Make recommendations for purchase, adoptions and revisions to curriculum committee and administration
- Purchase using Year 3 Funds by end of school year
- Develop common assessments (to be completed in Year 4)

### **Year 4: Implementation**

- Provide ongoing professional development opportunities related to the implementation of new materials as needed
- Evaluate new resources throughout the year and make changes/adjustments as needed
- Review and update formative and summative common assessments
- Review and update curriculum maps/scope and sequence for content areas K-12

### **Year 5: Review/Supplemental Purchases**

- Identify areas that may need supplemental resources & purchase resources
- Provide professional development where needed for additional resources
- Continue to review and revise instructional experiences and aligned assessments

### **Year 6: Continue Using: Monitor and Adjust**

- Continue to review and revise instructional experiences and aligned assessments
- Evaluate current student data and adjust instruction as needed

### **Year 7: Continue Using**

- Continue to review and revise instructional experiences and aligned assessments
- Evaluate current student data and adjust instruction as needed
- Begin review of current and/or upcoming MN State Standards



# INCLUSION FOR ALL

SPREAD THE WORD  
UNIFIED SCHOOLS

# SPECIAL OLYMPICS MINNESOTA

01

Where we were

02

Where we are

03

Where we're going



# WHY SCHOOL CLIMATE MATTERS (1)

Many education leaders understand that students learn best in school environments where they feel safe, supported and engaged. Research shows that when schools and districts focus on improving school climate, students are more likely to engage in the curriculum, develop positive relationships and demonstrate positive behaviors. (2) Attendance problems, high rates of in-school and out-of-school suspensions, and student dropout are often the result of poor school climate. (3) (4) address these school climate-related issues, schools often need to make changes in district and school policies, practices, and services.



(1) Minnesota Department of Education <https://education.mn.gov/MDE/dse/safe/clim/>

(2) Thapa, A., Cohen, J., Higgins-D'Alessandro, A., & Guffey, S. (2012). School climate research summary: August 2012 (School Climate Brief No. 3). New York, NY: National School Climate Center.

(3) Allensworth, E.M., Gwynne, J.A., Moore, P., and de la Torre, M. (2014). Looking Forward to High School and College: Middle Grade Indicators of Readiness in Chicago Public School. Chicago, IL: University of Chicago Consortium on Chicago School Research.

(4) Doll, J. J., Eslami, Z., & Walters, L. (2013, October-December). Understanding why students drop out of high school, according to their own reports: Are they pushed or pulled, or do they fall out? A comparative analysis of seven nationally representative studies.

# THE NEED FOR INCLUSION

FOUR YEAR GRADUATION RATE OF STUDENTS IN SPECIAL EDUCATION:

**63%**<sup>5</sup>

**56%**

OF STUDENTS IN SPECIAL EDUCATION SPEND LESS THAN 10 MINUTES WITH STUDENTS OUTSIDE OF SPECIAL EDUCATION.<sup>7</sup>

STUDENTS WITH INTELLECTUAL DISABILITIES ARE

**2-3X**

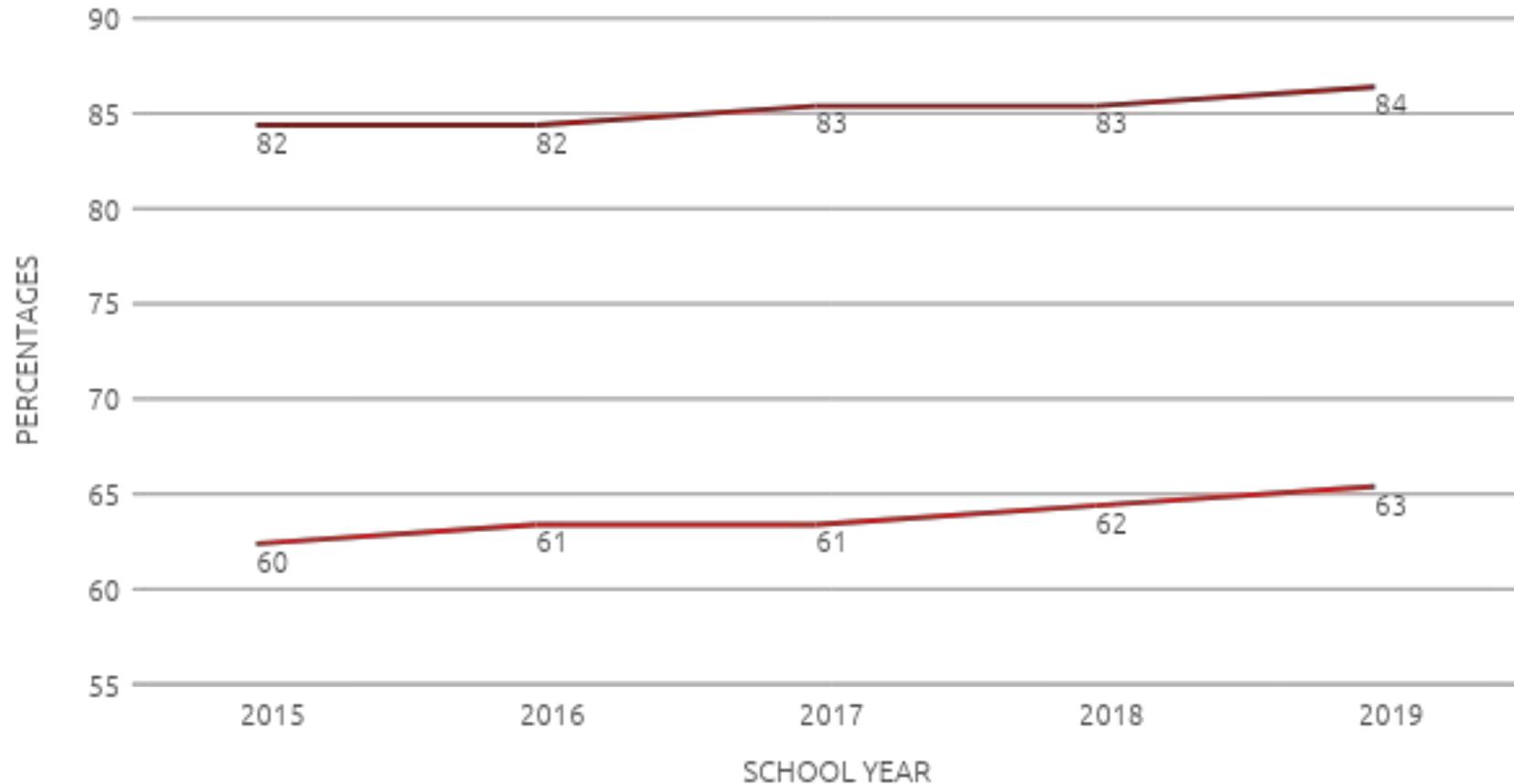
MORE LIKELY TO BE BULLIED.<sup>9</sup>



# MINNESOTA SPECIAL EDUCATION GRADUATION RATES

National rate is 67%<sup>2</sup>

3



# Dawson-Boyd<sub>1</sub>

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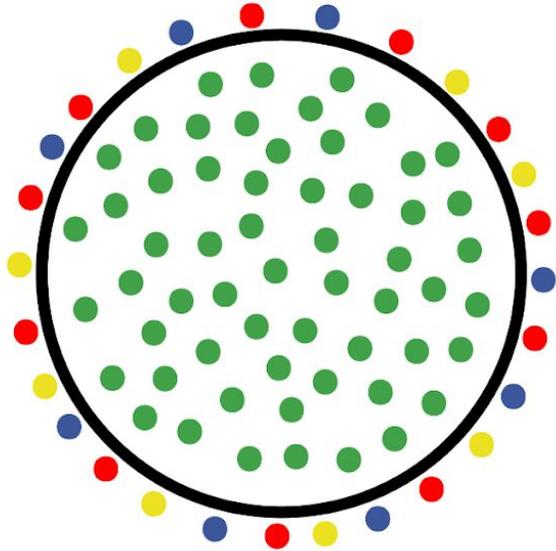
**268**

TOTAL STUDENTS

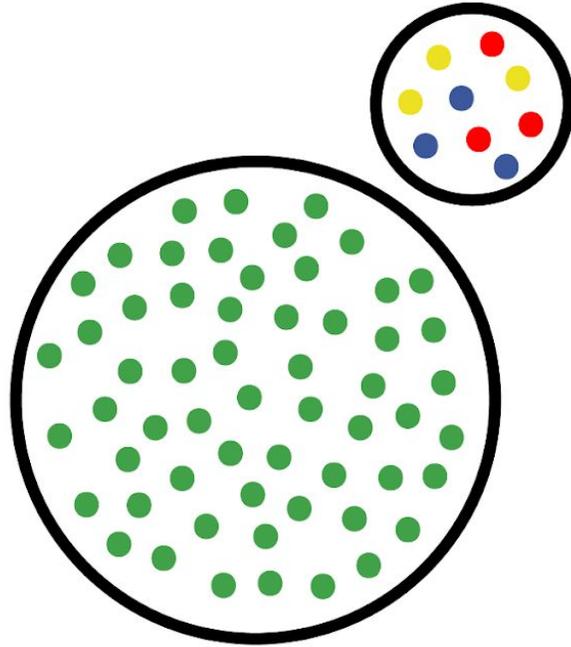
**54** (20.1%)

STUDENTS RECEIVING SPECIAL  
EDUCATION SERVICES

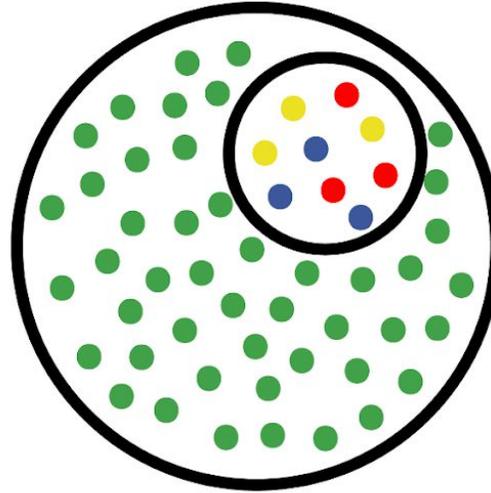
**UNIFIED SCHOOLS**



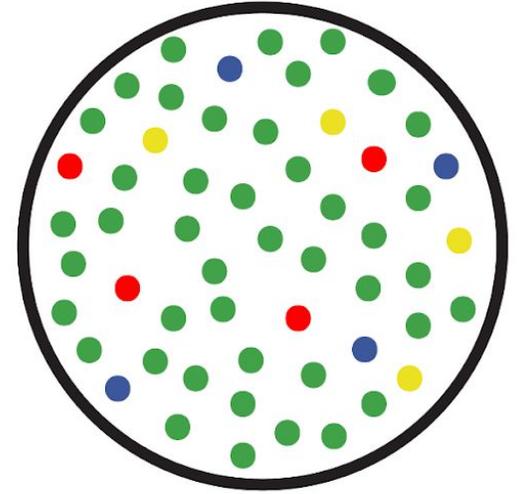
**EXCLUSION**



**SEGREGATION**



**INTEGRATION**



**INCLUSION**



# SEL

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1. Relationship Building
2. Self-Management
3. Self-Awareness
4. Social-Awareness
5. Responsible Decision-Making



# UNIFIED CHAMPION SCHOOLS





## INCLUSIVE STUDENT LEADERSHIP

+ UNIFIED CLUBS

+ STUDENT  
LEADERSHIP  
SUMMITS

+ STUDENT  
BOARD OF  
DIRECTORS



Special  
Olympics  
Minnesota



Special Olympics  
Unified Champion  
Schools



+ UNIFIED SPORTS + UNIFIED  
PHYSICAL  
EDUCATION

+ UNIFIED  
WELLNESS



# Popular Unified Activities:

## Invitationals:

- ❖ Basketball\*\*
- ❖ Bocce\*\*
- ❖ Bowling
- ❖ Flag Football
- ❖ Swimming
- ❖ Snowshoeing
- ❖ Soccer\*\*
- ❖ Track and Field

## Recreational:

- ❖ Band
- ❖ Biking
- ❖ Cheerleading
- ❖ Choir
- ❖ Corn Hole
- ❖ Dance
- ❖ Fishing
- ❖ Floor Hockey
- ❖ Softball

\*\*State Tournament  
Offered Through SOMN



# WHOLE SCHOOL ENGAGEMENT

+ SOCIAL INCLUSION+  
CAMPAIGNS

VOLUNTEERING  
OPPORTUNITIES

+ FUNDRAISING  
EVENTS

# LIVE UNIFIED DAY

JANUARY 18, 2023



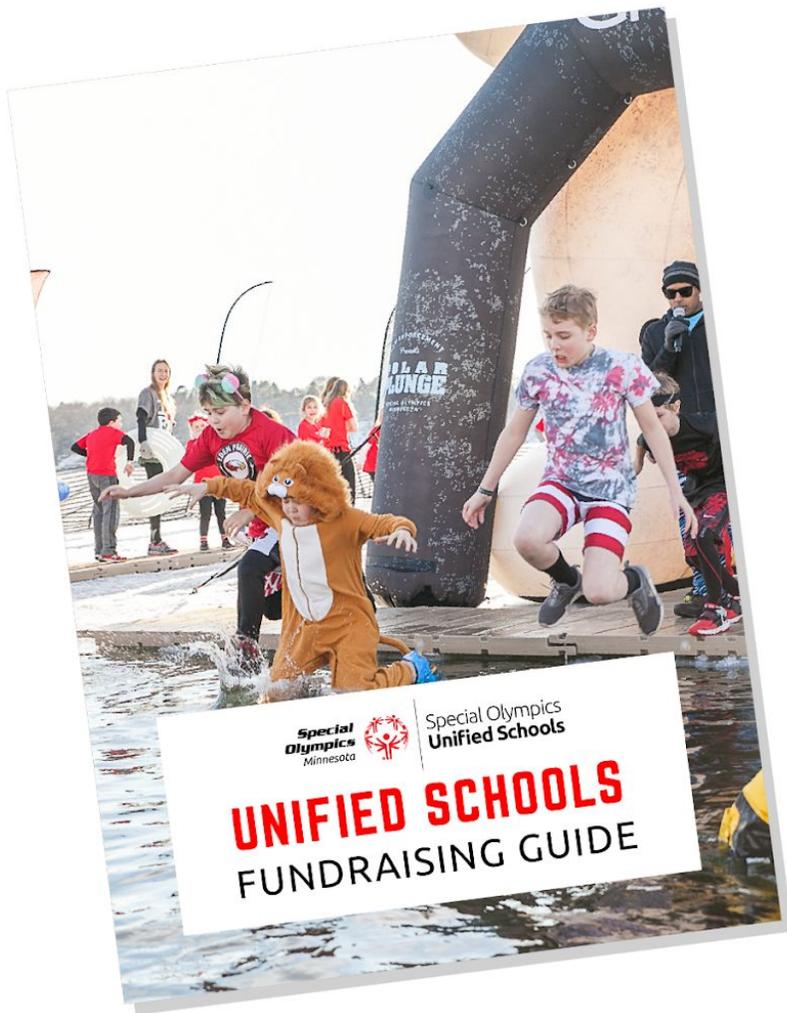
# SPREAD THE WORD DAY

MARCH 1, 2023



# IDEAS TO PROMOTE SUSTAINABILITY

UNIFIED SCHOOLS



# UNIFIED SCHOOL SUSTAINABILITY

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## PHASE 1

100% SOMN

## PHASE 2

50% SOMN  
50% SCHOOL

## PHASE 3

100% SCHOOL



**97%**

of students with disabilities reported Unified made a positive difference in their confidence levels. <sup>10</sup>

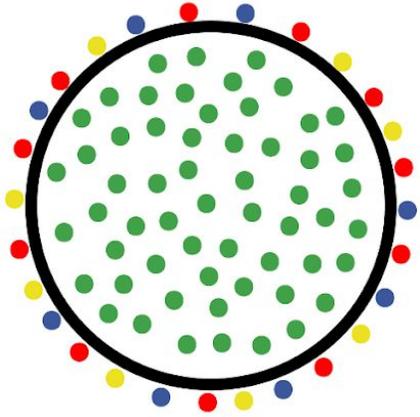
**95%**

of students report the Unified movement made a more social inclusive environment in their school. <sup>10</sup>

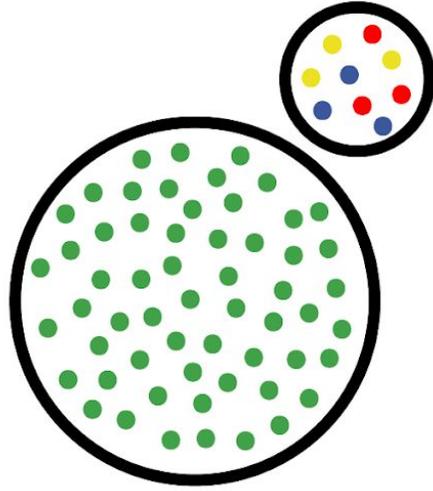
**98%**

of school liaisons reported a reduction of bullying, teasing and offensive language in their school. <sup>10</sup>

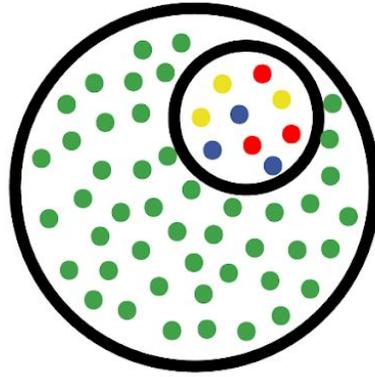
**UNIFIED SCHOOLS**



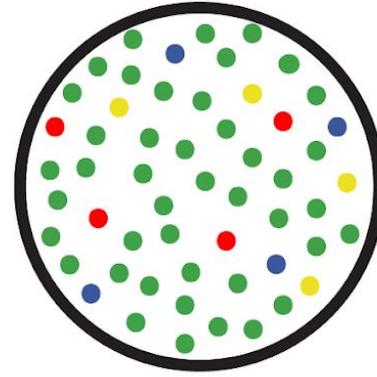
**EXCLUSION**



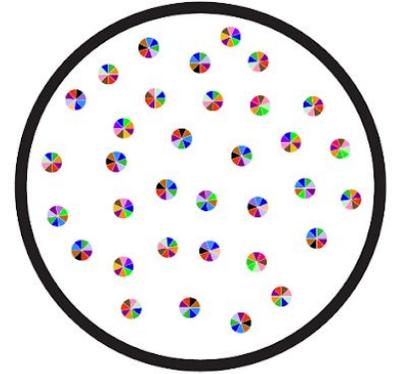
**SEGREGATION**



**INTEGRATION**



**INCLUSION**



**UNIFIED**



# NEXT STEPS

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01

Assess what your school is currently doing.

02

Gather student leader and staff support.

03

Fill out the Commitment to Inclusion online form.

04

Start the Unified Movement!



**INCLUSION  
FOR ALL**

**Brittany Barutt**

**[brittany.barutt@SOMN.ORG](mailto:brittany.barutt@SOMN.ORG)  
OR 763-270-7177**

# CITATIONS

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- (1) "Minnesota Report Card." *Minnesota Department of Education*, [rc.education.mn.gov/](http://rc.education.mn.gov/).
- (2) "Common Core of Data." *Table 1. Public High School 4-Year Adjusted Cohort Graduation Rate (ACGR), by Race/Ethnicity and Selected Demographic Characteristics for the United States, the 50 States, and the District of Columbia: School Year 2016–17*, National Center for Education Statistics, [nces.ed.gov/ccd/tables/ACGR\\_RE\\_and\\_characteristics\\_2017-18.asp](http://nces.ed.gov/ccd/tables/ACGR_RE_and_characteristics_2017-18.asp).
- (3) "Minnesota Report Card." *Minnesota Department of Education*, [rc.education.mn.gov/](http://rc.education.mn.gov/).
- (4) "PACER's National Bullying Prevention Center." *PACER's National Bullying Prevention Center*, [www.pacer.org/bullying/](http://www.pacer.org/bullying/).
- (5) Rimmer, J. (2008, June/July). Promoting inclusive physical activity communities for people with disabilities. *President's Council on Physical Fitness and Sports Research Digest*, 9(2), 1-8.
- (6) "Persons with a Disability: Labor Force Characteristics — 2019." *US Department of Labor*, [www.bls.gov/news.release/pdf/disabl.pdf](http://www.bls.gov/news.release/pdf/disabl.pdf).
- (7) Heslop, et al., Confidential Inquiry into premature deaths of people with learning disabilities (CIPOLD), Final Report, 2013, available at: <http://www.bris.ac.uk/media-library/sites/cipold/migrated/documents/fullfinalreport.pdf>.
- (8) Harrell, Sandra. "Sexual Abuse of Children with Disabilities: A National Snapshot." *Executive Summary*, 2013, [www.vera.org/downloads/Publications/sexual-abuse-of-children-with-disabilities-a-national-snapshot/legacy\\_downloads/sexual-abuse-of-children-with-disabilities-national-snapshot-v3.pdf](http://www.vera.org/downloads/Publications/sexual-abuse-of-children-with-disabilities-a-national-snapshot/legacy_downloads/sexual-abuse-of-children-with-disabilities-national-snapshot-v3.pdf).
- (9) *IDEA Series: The Segregation of Students with Disabilities*. National Council on Disability, 2018, [ncd.gov/sites/default/files/NCD\\_Segregation-SWD\\_508.pdf](http://ncd.gov/sites/default/files/NCD_Segregation-SWD_508.pdf).
- (10) *The Special Olympics Unified Champion Schools Program: Year 11 State Report 2018-2019 Special Olympics Minnesota*. 2019, *The Special Olympics Unified Champion Schools Program: Year 11 State Report 2018-2019 Special Olympics Minnesota*.

Month: Feb 2023

## **Community Ed**

1. Daycare Update: Meeting with facility and finance committee to discuss short and long-term space issues on Wednesday, March 15 @ 7:00 am.
  - a. The trend indicates a need to find additional space if we are to accommodate the demand for daycare.
    - i. Space is needed that doesn't interfere with or take away from the educational function of the school (education/learning is the first priority and daycare secondary).
    - ii. What are the short and long-range plans?
    - iii. What kind of local/state/federal funding will be available?
  - b. Daycare is sending out summer contracts soon in order to determine the need for staff and space.

## **Activities**

1. Team Updates: very busy time of year.
  - a. Wrestling: Team was 5th at State, with 7 Individuals qualifying.
  - b. Dance: 2nd in both high kick and jazz competitions.
  - c. Robotics: Won region qualifier, can compete in Houston
  - d. BBB: Playing for section championship on Thursday @ 8:00 pm - white out. Literally.
  - e. Musical: March 31, April 1, 2
  - f. SB, Track start practice today,
  - g. Baseball and Golf are next Monday.
  - h. Tennis practice on March 27
2. AAA - Jordon Perkins won the Sub-Region 11 AAA award. He was presented with a plaque and medal at the band concert last Tuesday.
3. Tennis Discussion: I attended a board meeting on Tuesday, March 7th at LqPV. Mr. Ferguson and I are meeting with LqPV to discuss options.
4. HUDL Discussion: We are going to switch over to HUDL next year. I will be asking Booster Clubs to pay a portion of the bill and will be looking to expand sponsorships on the programs.

## **Transportation**

1. Bus Cameras have proven to be a great investment.
2. Route Drivers - we will need at least one route driver and a few more activity drivers next year.

**School Board Meeting Notes**  
**Dawson-Boyd High School**  
**Principal Ryan Stotesbery**  
**March 13, 2023**

Spring Fling is taking place this week with our annual Carnival taking place in the gym on Wednesday afternoon. Top three teams will have a dance off to determine first place and bragging rights for 2023 Champion.

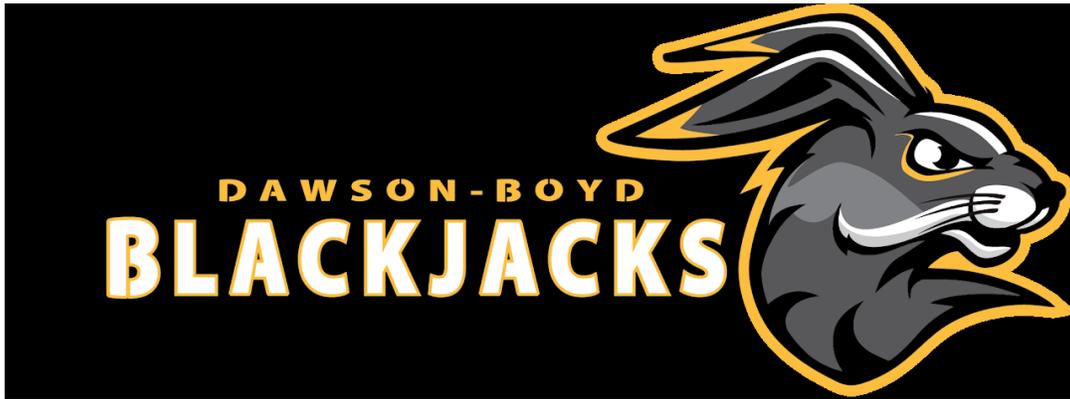
We are in the midst of a very busy music/arts performance month. Band concert was last week, Orchestra this evening and Choir on the 21st. The band and choir will be at the Large Group contest on Monday, March 20th in Lakeview. And the musical, "The Wedding Singer", will take place on March 31, April 1, and April 2nd in the auditorium. Special thanks to all of our students participating - many in more than one activity - as well as our three faculty, Chris Lehne, Alyssa Hurley and Brandon Hurley.

Last month we recognized our bus drivers on February 22nd. These individuals who drive buses and vans for our school are greatly appreciated. This has not been an easy few months, but they do a terrific job day in and day out.

Robotics attended their regional competition in Grand Forks from March 8-11th.

Registration for next year's schedule and classes will take place starting next week with Mrs. Mortenson.

This Spring semester we have 4 senior students who are taking our Internship class. The class meets one time a week at LQPV and the remaining days students have an internship in place that takes 1-3 periods of their schedule. We hope to double that number for next year.



## Amy Hiedeman - Elementary Principal

Notes for March 2023 Board Meeting - 3.13.22

- Title I & ECFE Family Night - Bingo for Books - thank you to those who helped coordinate everything, especially our TITL staff - great event! 93 attendees
- SKI Trip - 4th-6th Grade - such a perfect weather day after rescheduling from earlier in the month; Thank you to all the staff that help to make this opportunity a reality for our students. It's such good exposure to new experiences for our students.
- Energy Bus -  
    Monthly Themes -  
        February - No Energy Vampires  
        March - Enthusiasm Attracts Passengers

February Campus Activity - Tied in with our I Love to Read month goals - covering up the ENERGY VAMPIRES! All classes earned a trip to the movies - so fun!

March Campus Activity - Enthusiasm - creating a product sharing what we've learned in preparation for our visit from Jim Van Allan on March 22-24

Staff Time - March 24th - 8:00-10:00

- PreK & K 2023-2024 Registration - organizing and going live on Wednesday

What we're looking forward to:

- ★ MOVIE Day - March 17th
- ★ Jim Van Allen's Visit
- ★ End of 3rd Quarter - March 23rd - Teacher Work Day/Inservice - March 24th
- ★ Parent/Teacher Conferences
- ★ Musical - school performance

## Superintendent Report, 3-13-2023

- 1) Congratulations to Dawson-Boyd Schools on their hiring of Holly Ward as your new Superintendent. I commend the School Board and community for their thorough and inclusive search process. I am excited for the future of Dawson-Boyd Schools under Superintendent Ward's leadership. GO BLACKJACKS
- 2) It's great to be back in town and I look forward to working with the school board and staff as we finish the 2022-2023 school year and transition to new leadership. I have a lot to say about my time at Dawson-Boyd but I'll save that for later.
- 3) The Curriculum and Instruction Committee will be presenting a report on the work they've done so far. I couldn't be more impressed with the way this committee and their co-chairs have tackled this daunting challenge. I urge the school board, staff, and community to embrace and support the on-going work of this committee as they bring curriculum and instruction to a new level at Dawson-Boyd Schools. It won't be easy but the long-term commitment will pay big dividends in teaching and learning.
- 4) The Board will be getting a report from Chris Ziemer of ICS on some final projects we have been discussing for our facilities. These include replacing remaining roofs that are nearing their expiration date, HVAC updates, and long overdue parking solutions. All of these are tied to protection of our physical assets and more importantly, the safety of our students, staff, and community. I want to go on record that I support all of these final projects and I urge the Board to do the same.
- 5) We have seven more Policies and two forms for the Board to consider this month, Thanks to the Policy Committee for their push to get this task completed.
- 6) The Daycare Facility Committee will meet on Wednesday to discuss our community's needs, and vision for daycare at Dawson-Boyd. The plan is to have this group develop a long range collaborative plan for the future.
- 7) Calendar Committee Re-cap...

## **Calendar Committee Meeting Notes/Recommendations to the School Board, 3-13-2023**

The Calendar committee met today to discuss possible changes and recommendations to the 2022-2023 School Calendar due to the unusually high number of days missed already this year due to inclement weather.

Situation to be addressed;

- 1) We have already used all five of our state allotted E-learning days this year.
- 2) We have had six additional days canceled due to inclement weather so far this year
- 3) Our District calendar for 2022-2023 has 172 student contact days.
- 4) The state minimum is 165 student contact days.

The In order to make up the six days we are already short, the Calendar Committee recommends the following;

- 1) March 24 is a scheduled in-service/work day. We would still have the in-service training in the morning as the speaker is coming from Florida and we cannot cancel at this time. We would have a late start and hold school the rest of the day. That's one day. (Caveat, contractual issue, we will allow teachers to get their planning/grades done on their own time and pay them for it)
- 2) April 6 MRVED day is canceled and we will have school on that day
- 3) April 7 is a scheduled day off (Good Friday) We will hold school on this day

These changes would make up 3 of the six days we need. In addition we propose;

- 4) June 2 changes from ½ inservice day to a full day of instruction
- 5) June 5th becomes a full student school day
- 6) June 6th becomes a full student work day
- 7) June 7th now becomes a ½ day inservice day

These 7 changes would bring us to the full 172 (counting the 5 elearning days we used)

- Another possible option would be to do options 1-3 then add 30 minutes per day for each day fourth quarter and skip #'s 4-7

**All this is assuming we will have no more inclement weather days and the state legislature does not allow additional e-learning days this school year. If we do have more inclement weather cancellations (quite possible given this winter so far) The School Board could choose to reduce the number of student contact days from 172 to reflect the number of additional cancellation days we incur moving forward.**





Education &amp; Administrative Resources

1420 East College Drive  
Marshall, MN 56258  
www.swsc.org

## SWWC Service Cooperative Contracts Summary

	22-23 Contracts	23-24 Contracts
<b>Member: Dawson-Boyd Public School</b>		
Child Count on Contracts	560	557
Membership Dues (One-Time)	\$0.00	\$0.00
<b>Administrative Solutions</b>		
Environmental/Occupational Health & Safety Management Program	\$6,600.00	\$7,250.00
Health & Safety Management Assistance	\$1,598.64	\$1,987.94
Drug & Alcohol Services	No	No
Regional Management Information Center		
<ul style="list-style-type: none"> <li>• Business/SMART Systems Services</li> </ul>	\$0.00	\$0.00
<ul style="list-style-type: none"> <li>• Business UFARS Support Services without access to SMART Systems</li> </ul>	\$1,400.00	\$1,448.20
<ul style="list-style-type: none"> <li>• MARSS/Other Revenue Reporting Services</li> </ul>	\$0.00	\$0.00
<ul style="list-style-type: none"> <li>• Extended Services Subscription</li> </ul>	\$0.00	\$0.00
Technology Services		
<ul style="list-style-type: none"> <li>• Basic Technology Services</li> </ul>	\$0.00	\$0.00
<ul style="list-style-type: none"> <li>• Supplemental Technology Support &amp; Integration Block Hours</li> </ul>	\$0.00	\$0.00
<ul style="list-style-type: none"> <li>• Technology Coordinator and/or Integration Services</li> </ul>	\$0.00	\$0.00
<ul style="list-style-type: none"> <li>• E-Rate Coordination Services</li> </ul>	\$0.00	\$0.00
<ul style="list-style-type: none"> <li>• Comprehensive Cyber Security</li> </ul>	\$0.00	\$0.00
<ul style="list-style-type: none"> <li>• Student Data Privacy Program</li> </ul>	\$1,500.00	\$1,500.00
<ul style="list-style-type: none"> <li>• Email Security Service</li> </ul>	No	No
<ul style="list-style-type: none"> <li>• Email Archiving Service</li> </ul>	No	No
<ul style="list-style-type: none"> <li>• Secured Remote Backup Service</li> </ul>	No	No
<ul style="list-style-type: none"> <li>• Website ADA Accessibility and Usability Support with Siteimprove</li> </ul>	No	No
<ul style="list-style-type: none"> <li>• OnDemand IT Certification and Training Solution with Stormwind Studios</li> </ul>	No	No
<ul style="list-style-type: none"> <li>• Learn360 Video and Digital Curriculum Content Service</li> </ul>	No	No
<b>Educational Solutions</b>		

Special Education Services (excluding Autism Services):		
• School Psychologist	\$0.00	\$0.00
• Speech/Language Pathologist	\$0.00	\$0.00
• School Social Worker	\$0.00	\$0.00
• Teacher of the Visually Impaired	\$0.00	\$0.00
• Early Childhood Special Education Teacher	\$0.00	\$0.00
• Teacher of the Deaf/Hard of Hearing	\$0.00	\$0.00
• DAPE Teacher	\$0.00	\$0.00
• Occupational Therapy	\$0.00	\$0.00
• Orientation and Mobility Services	\$0.00	\$0.00
• Physical Therapy	\$0.00	\$0.00
• Regional ECSE Coordination	\$0.00	\$0.00
• Special Education Cooperative Membership Fee	\$0.00	\$0.00
• Shared Special Education Administrative Services	\$0.00	\$0.00
• Single District Special Education Administrator	\$0.00	\$0.00
<b>TOTAL SPECIAL EDUCATION SERVICES</b>	\$0.00	\$0.00
Autism Consultant Services	\$0.00	\$0.00
Behavior Analytic Services	\$0.00	\$0.00
Mental Health Services	\$0.00	\$0.00
Licensed School Nursing Services	\$0.00	\$0.00
Shared Services	\$0.00	\$0.00
Teaching & Learning Collaborative Services	\$0.00	\$0.00
Teaching & Learning Deluxe/Customized Services	\$0.00	\$0.00
Instructional Coaching for Teachers	\$0.00	\$0.00
STARRS Online Academy	No	No
<b>TOTAL</b>	<b>\$11,098.64</b>	<b>\$12,186.14</b>

**SWWC SERVICE COOPERATIVE  
MEMBERSHIP AGREEMENT  
2023-24**

THIS AGREEMENT, is executed this 1<sup>st</sup> day of February, 2023, (the “Execution Date”) by and between SWWC Service Cooperative (hereinafter referred to as “SWWC”), and **Dawson-Boyd Public School**, No. 378, located at Dawson, Minnesota (hereinafter referred to as the “Member”). The provisions contained herein, along with the addenda and attachments thereto, shall constitute the entire agreement and understanding between the parties.

**RECITALS**

- A. Pursuant to Minnesota Statute § 123A.21, SWWC was formed to perform planning on a regional basis and to assist in meeting the specific needs of clients in participating school districts, cities, counties, and other governmental agencies that could be better provided by a service cooperative than individually by the members themselves. Minnesota Statute § 123A.21 authorizes SWWC to provide those programs and services which are determined to be priority needs of the particular region pursuant to Minn. Stat. § 123A.21, subd. 7, and to assist in meeting special needs which may arise from the fundamental constraints of SWWC’s members.
- B. Membership in SWWC is not compulsory. Members may subscribe to SWWC programs and services available to all members by payment of a one-time membership fee. At its sole option the member may further subscribe to programs and services beyond those offered to all members (“Additional Services”). Individual members shall collectively share in the costs incurred in providing the Additional Services to which they subscribe.
- C. The parties hereto desire to establish a relationship in which SWWC will provide programs and services to the Member and in which the Member will remit payment for such programs and services specified herein.
- D. SWWC and the Member seek to assure a thorough understanding of the obligations assumed by each.

**AGREEMENT**

1. **Dues and Fees.**
  - a. **Membership Dues.** The SWWC Board of Directors has determined membership fees (“Annual Membership Dues”) as follows:
    - **Full Membership:** Open to public school districts, cities, counties, and other governmental agencies as defined in Minnesota Statute (M.S. 471.59) and are within the SWWC region. A **one-time fee of \$25** will be assessed.
    - **Associate Membership:** Open to (a) nonpublic schools, partnership agencies, or nonprofit organizations within the SWWC region, and to (b) schools – public and nonpublic, cities, counties, partnership agencies, nonprofit organizations, and other governmental agencies outside the SWWC region. A **one-time fee of \$50** will be assessed.
  - b. **Additional Services Fees.** The Additional Service addenda attached hereto reflect each Additional Service subscribed to by the Member. The cost of such Additional Services may be determined by apportioning the approximate cost of each program and service among the members participating in the Additional Service, or may alternatively be determined by a flat fee schedule (“Additional Services Fees”). The attached Additional Service addenda shall state the manner in which the cost of such Additional Service subscribed to shall be calculated during the Term of this Agreement.
2. **Payment.** Unless modified by any addenda attached hereto, all payments due SWWC by Member shall be paid on or before August 15.
3. **Calculation of Student Enrollment.** If the attached addenda state that the Additional Service Fees are to be assessed on a per student basis, the student enrollment numbers used shall be those identified by the Minnesota Automated Reporting Student System (MARSS) as of the October 1 Fall Enrollment from the second prior fiscal year (21-22). The number of students calculated shall be those enrolled in pre-kindergarten through 12<sup>th</sup> grade education.
4. **Indemnification by Member.** The Member shall indemnify and hold SWWC harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys’ fees and expenses) which SWWC may incur or suffer as a result of any claim of any kind whatsoever arising out of:
  - a. any act or omission by Member or any of Member’s agents or employees which violates this Agreement;
  - b. any claim for breach of warranty based upon any warranty or representation given or purportedly given by Member, Member’s agents or employees which is different from or in addition to written warranties and representations given by SWWC, as amended by from time to time;

- c. third party claim for personal injury, damage, economic loss or other damage, caused by or arising out of the use, creation or production of any products proximately caused by or resulting from the negligence of Member, or the Member's agents or employees;
- d. any claim for breach of warranty based upon a defect caused by any act or omission by the Member, or the Member's employees or agents; or
- e. any claim or demand arising from the employment for engagement by Member of any person or entity.

5. **Term; Automatic Renewal.** Unless modified by addenda attached hereto, SWWC's obligations pursuant to this Agreement and any attached addenda shall commence on July 1, 2023 (the "Effective Date") and shall continue for a period of twelve (12) months (the "Initial Term"). This Agreement and all addenda attached hereto shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member delivers (a) written notice to SWWC of the Member's intent to withdraw from all SWWC services ("Notice of Intent to Withdraw"), or (b) written notice of the Member's intent to reduce its participation in any previously subscribed-to Additional Services ("Notice of Intent to Reduce Additional Services") by March 1 preceding the first day of the next Extended Term as set forth in Subsections 5(a) and 5(b) below (the "Notice Deadline").

- a. **Notice of Intent to Withdraw.** The Member may deliver to SWWC a written Notice of Intent to Withdraw from membership and all Additional Services by the Notice Deadline. If not delivered, this Agreement shall renew for the next Extended Term and the Member shall be obligated to pay all dues and fees for the next Extended Term. The Member acknowledges and agrees that failure to provide such Notice of Intent to Withdraw on or before the Notice Deadline shall cause the Term of this Membership Agreement and, notwithstanding the receipt of a timely Notice of Intent to Reduce Additional Services from the Member, the Term of all addenda attached hereto to automatically renew for the next Extended Term. The Member further acknowledges and agrees that the Member may not subscribe to any Additional Service unless membership in SWWC is maintained and continued for the full term of any Additional Service. The Member acknowledges and agrees that if the Member subscribes to any Additional Services that extend over a term of greater than twelve (12) months (referred to herein as an "Obligated Term"), the Member shall be prohibited from withdrawing from membership in SWWC or from such subscribed Additional Service until the Obligated Term of the Additional Service has expired.
- b. **Notice of Intent to Reduce Additional Services.** The Member may deliver to SWWC a written Notice of Intent to Reduce Additional Services by the Notice Deadline. If not so delivered, the Additional Services shall not be reduced, and the Member shall be obligated to pay all fees for subscribed Additional Services for the next Extended Term. Additionally, a timely Notice of Intent to Reduce Additional Services shall be effective only for those services expiring in the twelve (12) month period following the Notice Deadline and shall not have the effect of reducing the Term of any Additional Services to which the Member has subscribed; each Additional Service to which the Member has subscribed will not be subject to reduction or termination until the expiration date of the current Term of such Additional Service.

6. **Termination.** Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated prior to the expiration of the Initial Term or any Extended Term pursuant to any of the following provisions:

- a. **Breach of Agreement.** Either party may terminate this Agreement by delivery of written notice to the other party if the other party breaches any of the terms and conditions of this Agreement; provided, however, if the breach is curable such notice shall not be effective unless and until such breach remains uncured for a period of thirty (30) days after delivery of such notice. If the breach is nonpayment by the Member of monies due to SWWC the cure period shall be ten (10) days, not thirty (30) days.
- b. **Effect of Termination.** Except as specifically set forth herein, no withdrawal or termination of this Agreement by the Member, whether before or after the Effective Date hereof, and whether voluntary or involuntary, shall relieve the Member of its obligation to pay the full amount due hereunder, including any amounts due pursuant to any attached addenda, nor shall such withdrawal or termination, whether before or after the Effective Date hereof, result in or entitle the Member to the return of any monies previously paid to SWWC for any services subscribed to whether or not such services have been provided or delivered. A breach of this Agreement by SWWC shall entitle the Member to reimbursement of a prorated share of any Additional Service that would remain unused if 1/12 of the service fee were used by SWWC during each month of each Term hereof.

7. **General Provisions.**

- a. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been duly delivered: (i) when received if delivered by hand; (ii) the same day if delivered by facsimile sent no later than 4:00 pm (receiver's time) on a business day; (iii) the next business day if sent by facsimile on a non-business day

or after 4:00 pm (receiver's time) on a business day; (iv) one (1) business day after placement with a reputable overnight carrier for next morning delivery; or (v) four (4) business days after depositing if placed in the U.S. mails for delivery by registered or certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement. If either party changes its address or facsimile number, such party shall give written notice to the other party of such different address or facsimile number in the manner set forth above.

- b. **Amendment.** The express terms of this Agreement, including all addenda hereto, shall control and supersede any course of performance and/or customary practice inconsistent with such terms. Any agreement between the parties hereafter made shall not change or modify this Agreement unless in writing and signed by the party against whom enforcement of such change or modification is sought.
- c. **Entire Agreement.** This Agreement, together with any addenda referenced herein, constitutes the entire Agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings between the parties relating to the subject matter hereof.
- d. **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a writing signed by both parties (in the case of amendments and modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.
- e. **Assignment.** The Member shall not assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of SWWC.
- f. **Severability and Interpretation.** In the event that a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforced in accordance with their terms. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.
- g. **LIMITATION OF REMEDY.** SWWC SHALL HAVE NO LIABILITY TO ANY PERSON FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

IN WITNESS WHEREOF, the parties have executed this Agreement in the manner appropriate to each to be effective the day and year entered on the first page hereof.

By signing below, the parties agree to be bound by the terms and conditions set out in the membership agreement, along with the addenda, which are effective on the date of the last signature (the "Effective Date"). The parties consent and agree that this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Agreement are the same as hand-written signatures for purposes of validity, enforceability, and admissibility.

SC MEMBER

SWWC SERVICE COOPERATIVE

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

ADDENDUM A  
TO MEMBERSHIP AGREEMENT  
ENVIRONMENTAL/OCCUPATIONAL HEALTH & SAFETY MANAGEMENT PROGRAM  
2023-24

**Dawson-Boyd Public School**

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. SWWC is engaged in providing consultation and coordination of services related to the management of environmental health and safety concerns for Members.
2. SWWC agrees to facilitate an Environmental/Occupational Health and Safety Management Program, referred to herein as "E/OHSMP". Said program will be provided by IEA, Inc., 9201 W. Broadway #600, Brooklyn Park, MN 55445.
3. **Included General Services.** The E/OHSMP "General Services" provided by SWWC through IEA can be found at the following website: [www.swwc.org/EOHS](http://www.swwc.org/EOHS).
4. **Rate per visit; Annual Fee.** The Member agrees to pay annually a fee equal to the rate per visit (\$725.00) multiplied by the number of visits required by the Member in the most recent fiscal year ("Annual Fee").

The Annual Fee for 2023-24 will be:

**\$7,250.00**

5. **Term; Payment.** Notwithstanding any provision in the Membership Agreement to the contrary, E/OHSMP General and No-cost Services will be provided to and paid for by the Member for a Term of one year (1 year), commencing as of the Effective Date of the Membership Agreement. The Annual Fee due hereunder shall be payable in three installments on or before July 30, October 15, and February 15 of each fiscal year. This agreement may be terminated for proper cause by either party for any reason upon ninety (90) days written notice to the other party.
6. **Hold Harmless.** That Member recognizes that IEA is solely responsible for the performance of the E/OHSMP. It recognizes that SWWC merely acts as a financial intermediary and has no voice in, and does not exercise control over the manner in which IEA performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to hold harmless SWWC, as well as IEA agents and employees, from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of IEA's services and to look solely to IEA for redress.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM B  
TO MEMBERSHIP AGREEMENT  
HEALTH AND SAFETY MANAGEMENT ASSISTANCE SERVICES  
2023-24

**Dawson-Boyd Public School**

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** SWWC is engaged in providing consultation and coordination of Health and Safety Management Assistance Services related to the management of environmental health and safety concerns for Members; and the Member hereby subscribes to such services. These services are subject to change and may include:
  - Assisting the Member in identifying and prioritizing health and safety plans and programs.
  - Conducting on-site management assistance work during a minimum of one site visit to the Member site per fiscal year if total square footage is less than 140,000; or a minimum of two site visits to the Member site per fiscal year if the total square footage is greater than or equal to 140,000.
  - Working with the Minnesota Department of Education and other Service Cooperatives in the development of future health and safety workshops, meetings, etc.
  - Directing communication with Minnesota Department of Education.
  - Interpreting mandatory requirements from the Minnesota Department of Education.
  - Assisting in the completion of mandatory reports.
  - Providing personalized service such as summarizing communications (mass emails, etc.) to the Member, drawing attention to what it needs to attend or complete.
  - Assisting in determinations of what is allowable under Long-Term Facility Maintenance (LTFM) funding.
  - Assisting in the coding of LTFM expenditures.
  - Providing interpretations of regulatory agencies.
  - Conducting a mock OSHA building walk through.
  - Assisting in “Machine Guarding”.
2. **Annual Fee.** In consideration for the services described at Section 1 to this Addendum, the Member agrees to pay to SWWC an “Annual Fee” to be calculated as follows:

$$209,257 \text{ square feet} \times \$0.0095/\text{square foot} = \underline{\$1,987.94}$$

The Annual Fee shall be payable in one installment in accordance with the provisions of the Membership Agreement.

3. **Type III Vehicle Training – Additional Cost.** At the Member’s election, SWWC also facilitates an on-line Type III vehicle training course. This additional service is offered to the Member at an additional cost, calculated on a per driver basis. Additional information for this service can be found at [www.swwc.org/TypeIII](http://www.swwc.org/TypeIII).
4. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM C  
TO MEMBERSHIP AGREEMENT  
**DRUG & ALCOHOL SERVICES**  
2023-24

**Dawson-Boyd Public School**

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Purpose and Intent.** The purpose and intent of this Addendum define the administrative responsibilities in a Drug and Alcohol Management Program (the “Services”) to be offered by SWWC to the Member. The Services will be provided by Lakes Country Service Cooperative.
2. **Program Description.** The Member desires to obtain the services of a Consortium/Third Party Administrator (C/TPA) and agrees to pay for the following:
  - 2.1 Computer generated random selection. The pool follows the random testing rates as required by Federal Motor Carrier Safety Administration.
  - 2.2 Laboratory (SAMHSA) testing
  - 2.3 All testing supplies
  - 2.4 Overnight courier service
  - 2.5 Confidential information management
  - 2.6 DOT required statistical reports
  - 2.7 Medical Review Officer (MRO) services
  - 2.8 Blind sample compliance

3. **Program Description Fees:**

Program Access: Program Membership fee is **\$200.00** per District per Year.

Lab analysis per Drug test:

\*\*Drug by urine testing – At cost; district will be direct billed from Lakes Country Service Cooperative

*\*\*Testing Fees only apply to those individuals randomly selected from our statewide pool. Random selections are completed four times per year.*

4. **Enrollment; Payment.** The Member shall submit an enrollment form to SWWC for each driver. Program Membership Fee will be invoiced annually by Lakes County Service Cooperative. Fees for all other services and programs discussed herein will be invoiced following completion of services, and shall be payable as identified on the invoice.
5. **Member Responsibilities.** The Member shall be responsible for the following:
  - a. Completing the entire Enrollment Form initially, and providing updates (i.e. driver additions/deletions), and submitting such reports in a timely manner to SWWC.
  - b. Providing an employee that is the Designated Employer Representative (DER) for the Member.
  - c. If collection is conducted on-site by a mobile collector, providing a private location that meets requirements.

6. **Use of SWWC’s mobile collector Fees:**

\*Alcohol Testing:

At cost; district will be direct billed from provider

\*Drug Testing:

At cost; district will be direct billed from provider

Note: These costs are in addition to those described above in #3 Program Description Fees.

*\*Mobile Collections fees will be a direct bill from the mobile collections provider. If a member wishes to use a certified local center, please contact Kayla Speidel at 507-537-2275 or [kayla.speidel@swwc.org](mailto:kayla.speidel@swwc.org) to complete required setup.*

7. **Hold Harmless.** The Member recognizes that Lakes Country Service Cooperative (LCSC) is solely responsible for the performance of the Services. The Member further recognizes that SWWC merely acts as a financial intermediary and has no authority, and does not exercise control, over the manner in which LCSC performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to: (i) hold SWWC, as well as LCSC agents and employees, harmless from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of LCSC's services; and (ii) to look solely to LCSC for redress.
8. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM D  
TO MEMBERSHIP AGREEMENT  
REGIONAL MANAGEMENT INFORMATION CENTER (“RMIC”)  
2023-24  
Dawson-Boyd Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member hereby subscribes to the Regional Management Information Center Services (“RMIC Services”) pursuant to the terms of the Membership Agreement and this Addendum. The RMIC Services to be provided by SWWC may include finance, payroll, and student administrative support services as outlined below.

2. **Business/SMART SYSTEMS Services; Fees.**

a. **Fixed Operations, License & Workshop.** Fixed Operations, License & Workshop includes the overall fixed operations costs, SMART SYSTEMS software licenses, subscription and SMART SYSTEMS Trainings. New employee SMART SYSTEMS training will be provided virtually or at the SWWC Office.

b. **Software Support/Development Assessment.** Members using SMART SYSTEMS software cooperatively finance the needed support to insure reliable software and to provide required and requested enhancements. Software Support/Development Assistance includes all software releases and upgrades for SMART SYSTEMS.

c. **SMART SYSTEMS Support & Business Services.** The SMART SYSTEMS Support & Business Services offsets the cost of staff time used to support the SMART SYSTEMS software and Business Services, and includes overall SMART SYSTEMS, UFARS, and payroll assistance (email and phone support, UFARS edits, submissions, account code conversions, payroll adjustments, reporting for retirement, quarterly reports, STAR Reporting, W-2 processing, fiscal year-end (“FYE”) reporting, etc.). This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member’s student enrollment.

d. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:

i. Emergency services, training, and additional accounting and payroll/HR services not covered in basic fee will be charged at \$80.00 per hour (billed in one-half hour increments) when provided at the Member’s district office, plus the IRS mileage rate; or will be charged \$70.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.

ii. Small Group Training – \$120.00/half day and \$200.00/full day.

iii. ACA Electronic Filing will be billed at \$275.00 for Original 1094/1095 B & C Forms and \$275.00 each for Amended 1094/1095 B & C Forms.

iv. Time Tracker: Fixed fee \$450 per district plus a per employee fee. Employee fee based on number of licenses. Contact for quote.

e. **Business/SMART SYSTEMS Services Worksheet:** If applicable, the Member’s Business/SMART Systems service fees shall be calculated as set forth below.

i. FIXED OPERATIONS, LICENSE & WORKSHOP FEE: **\$0.00**

ii. SOFTWARE SUPPORT/DEVELOPMENT ASSESSMENT:  
**557 @ \$0.00** per student = **\$0.00**

iii. SMART SYSTEMS SUPPORT & SERVICES FEE:  
**557 @ \$0.00** per student = **\$0.00**

3. **Business UFARS Support Services without access to SMART Systems; Fees.**

a. The Finance UFARS Support & Business Services offsets the cost of staff time used to provide support and includes overall UFARS and general finance assistance (email support, phone support, fiscal year-end (“FYE”)

workshop and materials. This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member's student enrollment.

- b. **Business Services Worksheet:** If applicable, the fees shall be calculated as set forth below.

- i. FINANCE UFARS SUPPORT WITHOUT ACCESS TO SMART SYSTEM

$$\underline{557} @ \underline{\$2.60} \text{ per student} = \underline{\$1,448.20}$$

4. **MARSS/Other Revenue Reporting Services; Fees.**

- a. **Fixed Operations, Training & Workshop.** Fixed Operations, Training & Workshop covers the overall fixed operations costs and membership and includes attendance at MARSS Trainings.
- b. **MARSS/Other Revenue Reporting and Services.** MARSS/Other Revenue Reporting and Service offsets the cost of staff time used to support the Member with multiple submissions of FYE (June 30) and Fall semester MARSS data (phone support, codes and procedures, MARSS edits, submissions, etc.), and includes training and support of the MARSS Web Edit Program which is used at the district level for editing and reporting of local MARSS data.
- c. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:

- i. Paper and postage will be billed at cost.
- ii. MARSS training and emergency services not covered in basic fee will be charged or \$80.00 per hour (billed in one-half hour increments) when provided at the Member's district office, plus the IRS mileage rate; or will be charged \$70.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
- iii. Small Group Training - \$120.00/half day and \$200.00/full day.

- d. **MARSS/Other Revenue Reporting Worksheet.** If applicable, the Member's MARSS/Other Revenue Reporting service fees shall be calculated as set forth below.

i. FIXED OPERATIONS, LICENSE & WORKSHOP FEE: \$0.00

ii. MARSS/OTHER REVENUE REPORTING SUPPORT & SERVICE FEE:

$$\underline{557} @ \$ .75 \text{ per student} = \underline{\$0.00}$$

5. **Extended Services; Fees.** In addition to the aforementioned services, the Member has chosen to subscribe, and SWWC agrees to perform those extended business services as per negotiated agreement (RMIC Exhibit A) with the Senior Director of Administrative Services. The fees for such Extended Services may change from year to year at the discretion of the SWWC Board of Directors. During the Initial Term of the Membership Agreement, the total fee for the Extended Services shall be:

$$\underline{0} @ \$455 \text{ per day} = \underline{\$0.00}$$

6. **Annual Fee; Payment.** In consideration for SWWC's RMIC Services as set forth in this Addendum D, the Member agrees to pay an annual fee to SWWC in the amount outlined below. Notwithstanding and provision in the Membership Agreement to the contrary, the Annual Fee (excluding Extended Services) due pursuant to this Addendum shall be payable in three installments during each Term, with one installment becoming due and payable on or before each of the following dates: July 30, October 15, and February 15. Extended Services shall be paid in monthly installments.

The total cost of RMIC Services for July 1, 2023 through June 30, 2024 is as follows:

Business/SMART SYSTEMS Services (3 installments) . . . . .	\$0.00
Business UFARS Support Services w/out access to SMART Systems (3 installments) . . .	\$1,448.20
MARSS/Other Revenue Reporting Services (3 installments) . . . . .	\$0.00
Extended Services Subscription (12 installments) . . . . .	\$0.00
<b><u>TOTAL CONTRACTED RMIC SERVICES.</u></b> . . . . .	<b><u>\$1,448.20</u></b>

- 7. Term; Automatic Renewal; Timeline for Withdrawal from RMIC Services.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties' obligations pursuant to this Addendum shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months. The provisions of this Addendum may be renewed annually.
- 8. Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM E  
TO MEMBERSHIP AGREEMENT  
**TECHNOLOGY SERVICES**  
2023-24

**Dawson-Boyd Public School**

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Description of Services.** SWWC is engaged in providing certain technology services listed below to its members at the rates listed below.

a. **Technology Services for Members with NO CONTRACT.**

Non-Contracting Entity:	Technology Service:	\$89.50/Hour
	After Hours Support:	\$111.00/Hour
	On-site Training Fee:	\$178.50/Hour
	Cybersecurity Services:	\$280.00/Hour

Note: Round Trip Mileage will be charged at the current IRS rate.  
Round Trip Windshield Time will be assessed at the daily rate.

After-hours support shall be any support provided outside of normal support hours (7:00 a.m. to 5:00 p.m. Monday through Friday) or on a SWWC observed holiday.

Participant capacity for on-site training may be restricted depending on the type of training being provided. Capacity will be determined when training is scheduled.

b. **Basic Technology Services.**

i. A Member subscribing to SWWC’s Basic Technology Services shall be entitled to:

1. Access to SWWC’s basic technology services for any employee of the Member.
2. Access to SWWC technology support and integration at discounted rates (discounted rate is dependent on the Member’s contract level), including:
  - Phone support and assessment (additional charges for extended remote support (more than 10 combined minutes per incident) or remote access and site visit support)
  - Development of purchasing specifications for equipment and software
  - Discount pricing for Technology Days as defined below:
    - Discounted admission to technology workshops and presentations
    - Discounted admission rates for SWWC technology conferences
    - Free or discounted fees for SWWC sponsored training sessions
3. Discounted pricing (2% or higher discount) on SWWC Technology Coordinated Consortium Purchase Programs.
4. Complimentary enrollment and participation in SWWC’s BrightBytes Clarity or Modern Learning offering technology evaluation and assessment toolset. Additional fees may apply for professional development, individualized analysis and trainings that may compliment the Clarity tools.

ii. **Basic Technology Service Fee.**

Enrollment less than 501	\$955.00	Enrollment Over 3,000	\$3,140.00
Enrollment 501 to 1,000	\$1,760.00	CCOGA less than 26 employees	\$250.00
Enrollment 1,001 to 2,000	\$2,220.00	CCOGA with 26 or more employees	\$400.00
Enrollment 2,001 to 3,000	\$2,880.00		

c. **Supplemental Technology Support and Integration Services.** The Member may add the following Supplemental Technology Support and Integration Services to its Technology subscription. Such services will entitle the Member to on-site or remote support of network equipment and software (including installations and updates), as well as general assistance to the Member’s current technology leadership and team. The Member will incur additional costs for each service listed below; the additional cost will be billed according to the Member’s Technology Service Rate.

i. **Supplemental Technology Support and Integration Services (On-Call Services) Fees.**

1. A Member subscribing to SWWC's Basic Technology Services will further be entitled to receipt of on-call services at the following rates:
 

Technology Service:	\$80.50/Hour
On-site Training Fee:	\$132.50/Hour
Cybersecurity Services:	\$185.00/Hour
After Hours Support:	Billed at normal hourly rate

2. The following additional charges or restrictions may apply:

- Round Trip Mileage will be charged at the current IRS rate;
- After Hours Support shall be billed at the Member's normal hourly rate;
- Round Trip Windshield Time will be assessed at the daily rate;
- Participant capacity for on-site training may be restricted depending on type of training being provided; capacity will be determined when training is scheduled.

ii. **Supplemental Technology Support and Integration Services "Block Hours"**. A district or entity may purchase block hours at discounted pricing to be utilized on a monthly basis. Block Hours must be used each month and may be carried over one subsequent month. If Block Hours are not used within the following month, they will be forfeited without refund. The following costs, restrictions and stipulations apply to the Member's purchase of Block Hours:

1. A Basic Technology Services Contract is required in order to receive this pricing.

2. Additional Onsite Trainings will be charged at the rate of \$132.50/hour.

3. Additional Technology Service Hours will be charged at the rate of \$80.50/hour.

4. Block Hour Service Fees:

- 1 day per month block
 

o 12 Month Tech Support or Integration Option	\$7,428 / year
o 9 Month Tech Integration Option	\$5,787 / year
- 2 days per month block
 

o 12 Month Tech Support or Integration Option	\$14,160 / year
o 9 Month Tech Integration Option	\$11,142 / year

5. Round Trip Mileage will be charged at the current IRS rate.

6. 9 Month options are for Technology Integration services only and days must be scheduled between September 1 and May 31 of the contract year.

d. **Technology Coordination or Integration Services**. A district or entity may contract with SWWC for Technology Coordination and Integration Services at dramatically reduced rates from the on-call Technology Services. The days reflected in this contract shall be scheduled upon contract execution or July 1 of the contract year, whichever is later. Contracted days do not count as on-call days. The days contracted must be scheduled for usage on a regular basis. On-call visits or remote support will be billed out at the normal Contracting Entity On-Call Technology Service rate in addition to the actual contract amount, as needed. On contracts of (3) days per week or more, Members may elect to stack technology coordination and integration services into a single contract. Scheduling of substituted days must be arranged prior upon the establishment of the contract term and substitution must occur in a consistent format to accommodate staffing.

i. Onsite Training will be charged at the rate of \$132.50/hour.

ii. Additional technology service hours will be charged at the daily rate that corresponds with the selected contract level.

iii. **Technology Coordinator and Integration Services Fees**. *This service is inclusive of Basic Technology Services; Basic Technology Service Subscription Fee Waived. (Daily rates are provided for comparison purposes only; actual monthly billing will be 1/12<sup>th</sup> of annual contract.)*

**12-Month Contract Rates**

- 1 Day per week \$580.00/day = \$30,160 annual contract
- 2 Days per week \$540.00/day = \$56,160 annual contract
- 3 Days per week \$504.00/day = \$78,624 annual contract
- 4 Days per week \$485.00/day = \$100,880 annual contract

**9-Month Contract Rates**

- 1 Day per week \$615.00/day = \$24,600 annual contract
- 2 Days per week \$581.00/day = \$46,480 annual contract



- A SC L2 security assessment between 6 months and 1 year following the initial SC L1 security assessment.
  - A minimum of 2 scans of the Member's internal and external networks will be performed to assess network nodes for potential vulnerabilities that will need to be addressed by the Member and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Member to address and/or fix.
  - Firewall configuration security review.
  - Cybersecurity procedural review.
  - Development of baseline cybersecurity policy and procedure templates and guidance in implementing policies at Member district.
4. In years 2 through 5 of the Term, SC shall perform the following:
- 1 SC L3 security assessment.
  - Quarterly scans of the Member's internal and external networks to assess network nodes for potential vulnerabilities that will need to be addressed by the Member and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Member to address and/or fix.
  - Firewall configuration security review.
  - Procedural reviews to analyze current practices that may impact cybersecurity mitigation.
  - Development of cybersecurity policy and procedure templates.
  - Development and assistance in implementation of information security templates.
  - Monitoring and coordinating with Member technology department/teams to ensure the proper application of key operating system application, and system patching.
  - Development and monitoring of system lifecycles to ensure Member is eliminating the use of products and systems deemed to be obsolete.
  - Development of model policies that can be implemented by Member.
  - Develop and assist Member in implementation of a "Zero Trust" security architecture. The "Zero Trust" security architecture policies and procedures will be based on the premises that no individual or device, whether internal or external, should be trusted. The "Zero Trust" security architecture will be based on role-based permissions (defined based on network access role-based permissions) and the least amount of access possible that is necessary to complete an individual's job functions to ensure the appropriate access level.
  - Development of security continuity plan templates for Member to customize and implement.
  - Inventory management processes that include: assessment or guidance on the processes and policies for the effective implementation of physical inventory practices and development of templates and assistance in implementing equipment lifecycle management systems.
  - Development of templates and assistance in implementation of data lifecycle management procedures that include: data inventory and mapping, security clearances, data transmission and flow, and review of data destruction processes.
  - Threat monitoring and logging that includes: automatic vulnerability scanning when threats relevant to Member's environment are identified and utilize the Department of Homeland Security and Multistate-I Information Sharing and Analysis Center (MS-ISAC) resources for monitoring and resources.
  - Cyber incident response assistance that includes coordination or response efforts should a cybersecurity event occur and includes the following: providing initial analysis and threat assessment of Member's situation and aid in coordinating an effective and organized response to mitigate further exposure as a result of the incident. SC's response assistance does not replace the cyber forensics response or investigation that may be required by a cyber-liability insurer.
  - Development and assistance in implementing backup and disaster recovery practices that provide effective mitigation practices for cyber events.

- Research, development, and evaluation of services to ensure Member’s is on the forefront of cybersecurity.
  - Additional services may be added to this Agreement and added services may require added fees. Any additional services must be agreed to in a writing signed by both Parties.
5. **Term.** The term (“the Term”) of this Agreement shall be from the Effective Date until June 30, 2028.
6. **Services Fees.** The full annual rate will be calculated annually based on the enrollment utilized in all SWWC contracts based on prior year enrollments reported to the Department of Education. All base and per-student fees used to calculate the annual rate for the Term shall remain the same for the full Term unless any additional services are added pursuant to this Agreement. There may be up to 3 discounts that apply to the annual rate. The 3 stackable discounts are whether the Member is a SC member (\$2,305 off the base rate), a SC technology subscriber (\$1,155 off the base rate and \$0.40 off per student), a user of SC technology services of at least 1 day per week (\$2,310 off the base rate and \$0.75 off per student), and a member of the SWWC Wide Area Network Consortium (\$800 off the base rate and \$.60 off per student). Applied discounts to the annual rate shall be applied annually based on Member’s membership and subscribed service participation in each applicable fiscal year. Should SC lower its base or per-student pricing for this service in any of the 5 years of the contractual term, the Member shall receive the service at the lower annual rate.

Comprehensive Cybersecurity Service contract rates for 5-year contracts established on July 1, 2023 and ending on June 30, 2028.

	<b>Base Rate</b>	<b>Per Student</b>
<b>Non-Member</b>	\$9,815.00	\$13.40
<b>SWWC Member</b>	\$7,510.00	\$13.40
<b>SWWC Technology Subscriber</b>	\$6,355.00	\$13.00
<b>SWWC Technology Services Snap-in</b>	\$4,045.00	\$12.25

A detailed multi-year Comprehensive Cybersecurity Service Contract will provided to the District for review and acceptance upon indicating that the District desires to enter into a contractual relationship for the stated services.

**g. E-Rate Coordination Services.**

- i. The Member may additionally subscribe to SWWC’s E-Rate Coordination Services. Such services include the coordination and filing of E-Rate applications and forms to the Federal Communications Commission (“FCC”) and the Universal Service Administrative Company’s (“USAC”) School and Libraries Division (“SLD”). SWWC’s E-Rate staff will work with the Member’s staff to collect all data necessary to perform the filings.
- ii. **Special Term.** Notwithstanding any provisions in this Addendum or the Membership Agreement to the contrary, the term of any E-Rate Coordination Services subscription shall be equal to one Funding Year (as defined by the FCC and the Universal Service Administration Company). Participation in E-Rate services requires the School’s commitment to a 5-year term aligned to the FCC E-Rate program’s 5-year Category 2 Budget Cycle. The Current 5-year budget cycle covers E-Rate Fund Year 2021 (Fiscal Year 2022) through Fund year 2025 (Fiscal Year 2026). A contract signed for E-Rate Services covering Fiscal Year 2023-2024 will cover the work required to manage E-Rate Fund Year 2024. A Member that entered into a 5-year E-Rate services term in the Fiscal Year 2022-2023 contract cycle for Fund Year 2021-2025, are entitled to contract continuation rates defined below. A Member that is entering into the Fund Year 2021-2025 Budget Cycle for E-Rate services for the first time in their Fiscal Year 2023-2024 contract are required to pay the New Contract Rates in Fiscal Year 2023-24 and will then qualify for Continuation Rates in subsequent years of the Category 2 Budget Cycle.

**iii. Services Fees.**

1. Continuation Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2022-23:

Enrollment less than 301	\$1,150 annual contract
Enrollment 301 to 700	\$1,950 annual contract
Enrollment 701 to 2,000	\$2,850 annual contract
Enrollment 2,001 to 4,500	\$3,650 annual contract
Enrollment over 4,501	Custom Member Pricing
2. New Contract Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2023-24:

Enrollment less than 301	\$4,600 annual contract
Enrollment 301 to 700	\$5,850 annual contract

Enrollment 701 to 2,000	\$8,550 annual contract
Enrollment over 2,001	\$10,950 annual contract

3. Non-Member Continuation Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2022-23:

Enrollment less than 301	\$1,610 annual contract
Enrollment 301 to 700	\$2,730 annual contract
Enrollment 701 to 2,000	\$3,990 annual contract
Enrollment 2,001 to 4,500	\$5,110 annual contract
Enrollment 4,501 to 7,000	\$7,840 annual contract
Enrollment 7,001 to 10,000	\$10,640 annual contract
Enrollment 10,001 to 15,000	\$15,050 annual contract
Enrollment 15,001 to 25,000	\$20,720 annual contract
Enrollment over 25,001	Custom Pricing

4. Non-Member New Contract Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2023-24:

Enrollment less than 301	\$4,830 annual contract
Enrollment 301 to 700	\$6,440 annual contract
Enrollment 701 to 2,000	\$14,700 annual contract
Enrollment 2,001 to 4,500	\$20,440 annual contract
Enrollment 4,501 to 7,000	\$31,360 annual contract
Enrollment 7,001 to 10,000	\$42,560 annual contract
Enrollment 10,001 to 15,000	\$60,600 annual contract
Enrollment 15,001 to 25,000	\$82,880 annual contract
Enrollment over 25,001	Custom Pricing

5. Holders of full-time, non-shared Technology Coordination contracts shall receive a \$500.00 annual discount on E-Rate Coordination Services and RFP preparation services shall be provided under the terms of the Full-Time Technology Coordination Contract.

6. Contract includes assistance in the research, development, evaluation assistance, and other activities pertaining to requests for proposals (RFP) and appeals, when necessary.

iv. **Current Funding Year.** This Addendum covers all activities pertaining to the E-Rate Funding Year 2024, starting July 1, 2024, through June 30, 2025. The application process will begin in the fall of 2023. Activities pertaining to previous and future funding years falling within the term date of this contract will require a separate contract for the corresponding funding year.

v. Letters of Agency and other contractual documents for E-Rate specific purposes will contain additional regulatory and program rule conditions and contractual language to which SWWC and the Member shall mutually agree.

vi. **SC Duties.** SWWC’s duties with regard to E-Rate Coordination Services include:

1. Track and assist in the submission all E-Rate related forms for the Member.
2. Meet with appropriate Member personnel to determine proper submission process and eligibilities for district.
3. Assure all applications and forms submission meet processing standards and submission deadlines.
4. Assist in assuring that the Member meets requirements for E-Rate eligibility including but not limited to the Children’s Internet Protection Act (“CIPA”) and records retention.
5. Assist the Member in maintaining duplicate records on behalf of district for up to 10 years as required by the SLD. Member is ultimately responsible for maintaining archived records of all E-Rate related communications for 5 years following the end of any contract receiving E-Rate funding.
6. Coordinate with service providers for the appropriate application of E-Rate discounts.

vii. SWWC does not guarantee that applications submitted by its staff or clients will necessarily result in funding commitments given the ever-changing rules and their interpretations by the staff of the FCC’s Schools and Libraries Division (“SLD”). SWWC shall not be held responsible in the incident that a funding request is not successful or goes under Privacy Impact Assessment review or audit with the SLD or FCC.

- viii. **IMPORTANT:** *E-Rate coordination services do not relinquish the responsibility from the Member to adhere to the program rules and laws placed on the E-Rate program by USAC, the FCC or any other governing agency. SWWC shall under no circumstance be legally or financially responsible for requested or committed funding that is denied or rescinded by USAC or the FCC. The Member is solely responsible for ensuring that all local bid and contract requirements are met by their district when establishing agreements with vendors for E-Rate funded services.*

**h. Student Data Privacy Program.**

i. Definitions.

1. Technology Provider - established in Minnesota Statute 13.32.subd.1.g. and defines a provider of systems or solutions utilized in a school district as a part of a one-to-one deployment or otherwise that create, receive or maintain education data. Technology providers can be in the form of hardware, software, apps, extensions, plugins, websites, and other solutions that may result in the creation, processing, or maintenance of education data.
2. Approved Technology Provider – A Technology Provider that has been vetted and determined to be in compliance with the statutory requirements of the Minnesota Student Data Privacy Law as defined within Minnesota Statute 13.32.

ii. A Member subscribing to SWWC’s Student Data Privacy Program shall be entitled to the following.

1. SWWC shall provide to the Member access to the SWWC Data Privacy Program. The Program will provide the Member with several services and functions that will include the assembly of a “Technology Provider” inventory. The listing included in this agreement may not be comprehensive as the Program continues to develop and mature.
2. The Program shall provide a service, that when appropriately implemented by the Member, will provide solutions allowing the Member to develop the materials necessary to provide parents and students with annual notifications of Technology Providers in use within the Member school system.
3. SWWC shall provide through its Clearinghouse approval statuses of Member Technology Providers that are discovered both through automated and manual processes.
4. The Member understands that the status of Technology Providers in the Clearinghouse is determined by assessing the provider against requirements of Minnesota State Law, and the Clearinghouse determined status of products applies universally to all school districts participating in the SWWC Data Privacy Program. SWWC shall hold a contract with on behalf of T to fulfill the contractual obligations of this agreement. The cost of the 3<sup>rd</sup> party service is covered by the costs associated with this agreement.
  - The Member shall be provided with access to automated “Technology Provider” discovery tools provided by a 3<sup>rd</sup> party service provider
  - The Member will have access to a Technology Provider Inventory of approved Technology Providers that have been identified as being in use in their schools.
  - SWWC will provide Member with the ability to view lists of those Technology Providers found to be in use in their schools that are not currently approved.
5. Data Privacy Agreements will be obtained from Technology Providers for the SWWC Data Privacy Program. Upon finalization of Data Privacy Agreements with Technology Providers, a fully executed copy of the agreement will be made available through the Clearinghouse and attached to the records available through to the Member and through their Technology Provider Inventory listing.
  - The Member confirms that as a Minnesota School District, it is expressly authorizing SWWC Service Cooperative, a public agency defined as Independent School District 991, a statutorily defined joint powers organization under Minnesota Statute 123A.21, to negotiate and execute Data Privacy Agreements on the Member’s behalf, and the Member shall recognize the Data Privacy Agreement as Amendment E to its contract with the defined Technology Provider.
  - SWWC will not, unless expressly authorized to do so under a separate contractual agreement, enter into any agreement that commits the Member to any financial obligation to a Technology Provider.

iii. In consideration of services covered by this agreement.

1. SWWC will, in good faith, evaluate Technology Provider contracts which may consist of their Terms and Conditions, End User License Agreement, Privacy Policy, Data Privacy Agreement, and other

documentation provided by the Technology Provider to provide evidence of their compliance with the Minnesota Student Data Privacy Law.

- SWWC shall not be responsible for any errors or omissions in the assessment of a Technology Provider's compliance.
  - SWWC shall not be responsible for any documentation or statements provided by a Technology Provider to make these determinations.
2. Member District shall review all Technology Provider records identified as being in use in its schools.
- Member District shall notify SWWC of any known Technology Providers not listed as being in use to have them manually added to the Member District's inventory.
  - Member District shall notify SWWC of any Technology Providers identified as being in use, but not authorized for use in its schools that should be removed from the Member District's inventory.
  - Member District is completely responsible for the timely direct annual communication to parents and students as required by law.
3. Through participation in the SWWC Data Privacy Program, SWWC and Member District will be working collaboratively and in good faith to perform due diligence in the evaluation and vetting of Technology Providers. Member District acknowledges that it is ultimately responsible for the accuracy of data representing its schools and ensuring that the requirements of the Minnesota Student Data Privacy Law are satisfied for Member District's schools.
- iv. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2024.
- v. **Services Fees.** The "Base Fee" for Student Data Privacy Program shall be \$1,800 per school district per year and the per student fee is \$.60 per student per year. Pro-rated pricing for services beginning after July 1<sup>st</sup> is not available.
- i. **Email Security Service.**
- i. In consideration of services covered by this agreement.
    - 1. Services are compatible with GSuite (Google Mail/Gmail), Microsoft 365, Microsoft Exchange on-premises, and SMTP based Email systems.
    - 2. Email Security service provides Spam Detection (99.7% effectiveness), advanced multi-layer malware detection, security message delivery, message tracking, virus outbreak response service, email data loss prevention, content disarm and reconstruction, URL click protection, impersonation analysis, cloud sandboxing.
    - 3. For Microsoft 365 mailboxes, the following features are included in the service: Realtime scanning of mailboxes for existing or newly discovered threats already delivered to an inbox. Post-delivery "clawback" of newly discovered email threats allowing the service or administrators to remove identified threats already delivered to the inbox.
    - 4. Integration with LDAP is available. The Member is responsible for the setup and provision of domain access credentials for setup of the LDAP service.
    - 5. Members that begin services after July 1 will receive pro-rated billing for the services based on the actual start date, but no more than 50% of the full annual service fee.
    - 6. SWWC will perform Email Account Audits periodically to verify the number of email accounts that the Member has in their filtered domain(s) and contact the Member to verify numbers.
    - 7. The Member is responsible for making minor changes to the DNS records as provided by SWWC, if SWWC does not host the Member's DNS, for the domains to be filtered. SWWC shall be held harmless of issues with DNS records not held by SWWC.
  - ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2024.

iii. **Services Fees.** The annual service fee for this service is \$6.25 per email account per year. An additional one-time setup fee of \$50.00 will be assessed upon initial start of service.

j. **Email Archiving Service.**

i. In consideration of services covered by this agreement.

1. The Member may subscribe to Level 1 or Level Services, but not both. The Service is compatible with GSuite (Google Mail/Gmail), Microsoft 365, Microsoft Exchange on premises.
2. The number of email accounts for which the Services are provided shall be calculated annually based upon the actual number of active email accounts on the email server being archived. Inactive accounts (*i.e.*, former employee accounts) shall continue to be retained according to the Service Level retention schedules attached hereto as Exhibit A, however those accounts shall no longer be counted in the annual billing as so long as the email account was inactive for the entire period of July 1 through June 30 of the billing year.
3. Emails retained and archived by SWWC under this Agreement will be stored in a database referred to as the "Email Archive". Access to the Email Archive shall be restricted to up to two administrators designated by the Member; one administrator must be the Member's technology administrator.
4. Member administrators may create legal holds on data within the Email Archive by contacting SWWC's support staff. The creation of a legal hold on data may cause such data to be retained longer than the automated retention period for which the Member has subscribed.
5. Services provided by SWWC shall provide the Member with an email archival system capable of meeting generally acceptable data retention requirements. The Member acknowledges that the Member is fully responsible for the Member's email archiving and data retention policies and acknowledges that the Level(s) of Service provided by SWWC have been properly selected by the Member to meet the Member's internal policies. Under no conditions shall SWWC be responsible for providing any Services or Level of Service which does not meet the requirements mandated by the Member's email archiving and document retention policies, or local, state or federal laws.
6. SWWC shall perform backups of any data stored within the Email Archive. In the event of a failure of the Email Archive or any equipment used or associated with the Services provided under this Agreement, SWWC will be unable to guarantee immediate system availability; a period of up to 7 days may be required to replace failed equipment and fully restore archival databases. Upon restoration of the archival system Member data may still be archived if the Member's email system is properly equipped and configured to maintain journaling or archival logs for such purposes. The Member acknowledges that it is the Member's responsibility and obligation to ensure that its email server is properly configured to allow for archival of emails during any disruption in Services.
7. In the event of loss of Services due to circumstances outside of SWWC's control, such as a reduction in or loss of network connectivity, or general acts of God, SWWC may be unable to archive email and other data in real-time and a delay in archival communications may occur. The Member acknowledges that depending on the Member's server/system settings at, some data may not be archived during prolonged communication issues.
8. SWWC will perform audits of the Member's email accounts Audits periodically to verify the number of email accounts that a Member has in their archived domain(s) and contact the Member to verify numbers.
9. If SWWC does not host the Member's email server, the Member shall be responsible for making changes, alterations and updates to the Member's email server as directed by SWWC.
10. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.
11. SWWC shall further be held harmless of any data requests or subpoenas that cannot be met by the Member. Meeting such requests shall be the full responsibility of the Member. Assistance in accessing

data to meet such requests may be provided by SWWC staff to the Member's administrators for an additional cost.

ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2024.

iii. **Services Fees.**

1. Level 1: Service levels for staff email accounts. Student email archiving provided at no additional charge.
  - Three-year email retention for staff accounts at \$8.50 per staff email account.
  - Five-year email retention for staff accounts at \$10.00 per staff email account.
2. Level 2: Service levels for student email accounts.
  - One-year email retention for student accounts at \$3.00 per student email account.
  - Three-year email retention for student accounts at \$5.00 per student email account.

k. **Secured Remote Backup Service.**

i. In consideration of services covered by this agreement.

1. The total amount of data for which the Services are provided shall be calculated annually based upon the actual capacity consumed by the data being backed up. Data capacity consumed will be based on the amount of data utilized during the peak utilization during the fiscal year to allow for SWWC to appropriately provide data capacity sufficient to cover peak utilization for all participating entities in this service.
2. Data backups will be performed directly from the Member's servers to either the SWWC data center in Windom or Marshall, Minnesota. Replication of the Member's backed up data shall then take place to the SWWC data center that is not the primary data backup site for the Member. Access to data backups shall be restricted only to qualified and trained technology support personnel as defined by the Member.
3. The Member shall set versioning requirements, retention policies and identify server logical hard disks which will be included in offsite backups. The Member's requests will directly impact the overall amount of data being consumed in this service and therefore directly impacting the billable amount that SWWC shall invoice to the Member.
4. Pursuant to applicable data retention laws, the Member, its agents, employees and administrators are prohibited from deleting any information from the data backups that is being vaulted for purposes of investigations or data requests by investigative entities or entities having jurisdiction.
5. Member administrators may create legal holds on data within the data backups by contacting SWWC's support staff. The creation of a legal hold on data may cause such data to be retained longer than the automated retention period for which the Member has subscribed.
6. Services provided by SWWC shall provide the Member with a data backup solution capable of meeting offsite, disaster recovery compliant standards. The Member acknowledges that the Member is fully responsible for the Member's data backup and data retention policies and acknowledges that the Level(s) of Service provided by SWWC have been properly identified by the Member to meet the Member's internal policies. Under no conditions shall SWWC be responsible for providing any Services or Level of Service which does not meet the requirements mandated by the Member's data backup and retention policies, or local, state or federal laws.
7. SWWC shall perform backups of any data stored within identified servers in the Member. In the event of a failure of the Data Backup System or any equipment used or associated with the Services provided under this Agreement, SWWC will be unable to guarantee immediate system availability; a period of up to 7 days may be required to replace failed equipment and fully restore hardware related to this service. Upon restoration of the data backup system the Member data may still be backed up to the offsite service if unless already deleted from the Member's servers.
8. In the event of loss of Services due to circumstances outside of SWWC's control, such as a reduction in or loss of network connectivity, or general acts of God, SWWC may be unable to backup data in real-

time and a delay in data backup communications may occur. The Member acknowledges that depending on the Member's server/system settings at, some data may not be backed up during prolonged communication issues.

9. SWWC will perform audits of the Member's data backup utilization periodically to verify the backup space requirements and retention policies that the Member has identified are being met and that appropriate storage space will continue to be available on SWWC equipment to provide continual backup services.
  10. If SWWC does not host the Member's servers, the Member shall be responsible for making changes, alterations and updates to the Member's servers as directed by SWWC in order to prepare for and install any software required for SWWC to provide Data Backup Services to the Member. The Member may elect to contract with SWWC to provide installation support on the Member's equipment for the provision of this service, in which case the Member will be billed on an hourly basis based on the Member's hourly subscription rate for SWWC Technology Services.
  11. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.
  12. SWWC shall further be held harmless of any data requests or subpoenas that cannot be met by the Member. Meeting such requests shall be the full responsibility of the Member. Assistance in accessing data to meet such requests may be provided by SWWC staff to Member administrators for an additional cost.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2024.
  - iii. **Services Fees.** \$900.00 annually for first 500 GB of space consumed by the Member's backup files. \$100.00 annually for each additional 100 GB of space by Member's backup files beyond initial 500 GB.
    1. SWWC Technology Solutions representatives and Member designated staff shall establish a customized service level agreement for the Member's backups including:
      - Servers and/or end-user equipment and the corresponding drives to be backed up on those devices.
      - Full and incremental backup strategy for server and computer files.
      - Number of backup versions retained for individual backups.
      - Retention of backups under special circumstances.
    2. The Member defined service level may result in a higher annual fee for additional backup storage space necessary to retain the number of versions or special retention schedules.
1. **Website ADA Accessibility and Usability Support with Siteimprove.**
    - i. In consideration of services covered by this agreement.
      1. The Member hereby agrees to purchase, and SWWC agrees to provide, participation in services through a cooperatively purchased subscription to Siteimprove provided solutions to ensure website usability and ADA compliance.
      2. The Services shall include:
        - Quality Assurance: Crawls website and identifies quality issues.
        - Policy: Allows Customer to set website parameters to ensure consistency in content.
        - Accessibility: Checks website against selected WCAG 2.0 accessibility standards and WAI-ARIA techniques.

- SEO: Details technical and content-related issues affecting search engine rankings and traffic to the website.
  - Priority: Allows Customer to set criteria for order in which issues and errors are reported. This service requires the implementation of a script on the website.
  - Accessibility Community Membership: Membership to Siteimprove's Accessibility Community.
  - PDF Scanning: Assessment of PDF's on website to ensure accessibility requirements are met.
  - Response: Monitors website's availability and performance.
  - Usability: Understand your users' experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2024.
- iii. **Services Fees.** Fees for the service are fully dependent on the number of webpages and PDF files contained in the Member's website. Discounts available to the Member by participating in this service are based on the overall participation of SWWC member school districts.
- m. **OnDemand IT Certification Training Solution with Stormwind Studios.**
- i. In consideration of services covered by this agreement.
1. The number of licenses for which the Services are provided shall be calculated annually based upon the actual number of active users needing access to the system.
  2. The Member is responsible for informing SWWC of licenses needing to be cancelled or removed from automatic renewal.
  3. The Member may transfer licenses from an employee whose employment is ending to a new employee during the term of this agreement by notifying SWWC of the changes.
  4. SWWC and Member are subject to the terms and conditions of the End-user License Agreement(s) and Terms and Conditions of Stormwind Studios. Under no conditions shall the SWWC be responsible for providing any Services or Level of Service under the terms of this agreement other than the benefit of aggregated purchasing discounts that are passed on to Customer.
  5. SWWC may, at its discretion, offer in-kind or fee-for-service value added offerings that complement the trainings being provided through Stormwind Studios.
  6. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2024.
- iii. **Services Fees.** Ultimate Access includes access to all Stormwind Studios Training Content, which is over 250 courses for technology-industry leading certification preparation.
- \$1,250.00 annually per user license for SWWC Technology Subscribers
  - \$1,500.00 annually per user license for SWWC Members without Technology Subscriptions
- n. **Learn360 Video and Digital Curriculum Content Service.**
- i. In consideration of services covered by this agreement.
1. Full details pertaining to the services provided in the Learn360 product by Infobase learning can be obtained on the Infobase website: <https://www.infobase.com/products/learn360/>
  2. SWWC and Member are subject to the terms and conditions of the End-user License Agreement(s) and Terms and Conditions of Infobase Learning. Under no conditions shall the SWWC be responsible for

providing any Services or Level of Service under the terms of this agreement other than the benefit of aggregated purchasing discounts that are passed on to Customer.

3. SWWC may, at its discretion, offer in-kind or fee-for-service value added offerings that complement the trainings being provided through Learn360
4. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Contracting Agency agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.
  - ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2024.
  - iii. **Services Fees.** Learn360 Access is billed at a fee of \$1.20 annually per enrolled student in district with a minimum annual charge of \$460.00 and a maximum annual charge of \$700.00.
2. **Agreement.** Being fully informed of each technology service option available to it, the Member desires to subscribe to those technology services indicated at Section 5 of this Addendum. SWWC agrees to provide such services according to the terms of the Membership Agreement and the terms set forth in this Addendum. The Member agrees to remit timely payment for such services as provided herein.
3. In Consideration of all contracted supplemental technology services: Contracted Time purchased for Technology Services is for use within the contracting entity only. Services provided at the Member site, or the location of a Member sponsored event, in which attendees other than those of the Member will be in attendance, shall be billed at the "on-site training fee" for entities with no contract as listed in Section 1a.
4. **Hold Harmless.** SWWC shall hold no liability for any equipment malfunctions, loss of data or data privacy violations that may occur at the Member site. The Member is solely responsible for ensuring that backups, data consistency and retention of data is being performed as well as all other day-to-day operations of the Technology Department of the Member. The Member is responsible for ensuring that all filings, certifications and licensing are met. Loss of funding or fines imposed on the Member are the sole responsibility of the Member and not the responsibility of SWWC. The Member agrees to hold SWWC harmless for any cost, fees or liabilities, including attorneys' fees that SWWC may incur as a result of any service discussed in this Addendum.
5. **Subscription.** Listed below are the General Technology Services fees for your district based upon what was subscribed to in the previous fiscal year.

<b>Basic Technology Services (payable on or before July 30, 2023)</b>	<b>\$0.00</b>
<b>Supplemental Technology Support or Integration Services Block Hours (payable monthly)</b>	<b>\$0.00</b>
<b>Technology Coordinator or Integration Services (payable monthly)</b>	<b>\$0.00</b>
<b>E-Rate Coordination Services (payable after the Form 470 has been completed)</b>	<b>\$0.00</b>
<b>Comprehensive Cyber Security Services (payable monthly)</b>	<b>\$0.00</b>
<b>Student Data Privacy Program (payable on or before July 30, 2023)</b>	<b>\$1,500.00</b>
<b>Email Security Service (payable on or before June 30, 2024)</b>	<b>No</b>
<b>Email Archiving Service (payable on or before June 30, 2024)</b>	<b>No</b>
<b>Secured Remote Backup Service (payable on or before June 30, 2024)</b>	<b>No</b>
<b>Website ADA – Siteimprove (payable on or before July 30, 2023)</b>	<b>No</b>
<b>OnDemand IT Cert Training – Stormwind (payable on or before June 30, 2024)</b>	<b>No</b>
<b>Learn360 (payable on or before July 30, 2023)</b>	<b>No</b>

6. **Payment.** SWWC shall invoice the Member for all charges incurred pursuant to this Addendum as such charges accrue. The Member agrees to pay all amounts due SWWC pursuant to this Addendum within forty-five (45) days of receipt of an invoice from SWWC. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM F  
TO MEMBERSHIP AGREEMENT  
SPECIAL EDUCATION SERVICES  
2023-24

**Dawson-Boyd Public School**

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member hereby subscribes to SWWC's Special Education Services (the "Services"), specifically subscribing to those Services indicated at Section 12 below. As noted at Section 12, the Services are classified as either "Direct Services" or "Administrative Services". As used herein, the phrase "Administrative Services" shall include Special Education Director, and Due Process Specialist services. The Member hereby agrees and acknowledges that the timelines governing its ability to withdraw from such Services depends upon this classification.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Administrative Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties' obligations regarding the Member's subscription to Administrative Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twenty-four (24) months (the "Administrative Services Initial Term"). The provisions of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with a minimum of twelve (12) months' notice of the Member's intent to discontinue its subscription to the Administrative Services by delivering to SWWC a written notice of such intent (referred to as "Notice of Intent to Withdraw from Administrative Services") to SWWC on or before June 30 (the "Administrative Services Withdrawal Deadline"). If such Notice of Intent to Withdraw from Administrative Services is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the following fiscal year. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Administrative Services for the next Extended Term.
4. **Direct Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties' obligations regarding the Member's subscription to Direct Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the "Direct Services Initial Term"). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Direct Service (referred to as "Notice of Withdrawal from Direct Service") on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Direct Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Direct Services for the next Extended Term.
5. **Payment.** In exchange for SWWC's agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall be responsible for the TOTAL ADDENDUM PRICE set forth at Page 2 to this Addendum. SWWC shall estimate such usage for Direct Services for the Member at the beginning of the term. Actual usage shall then be reconciled by SWWC at the final payment at the end of the term. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below; however, if a personnel's time is not fully utilized Members will share such unused cost proportionally based on overall usage. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
8. Required SWWC service personnel who are funded at the lower "Single District Rate" level shall be entitled to receive all of the rights and benefits of personnel who are funded at the "Full Service Rate".
9. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.

10. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
11. All performance reviews of required service personnel shall be conducted by a SWWC special education administrator and shall be in accordance with the policies and procedures established by SWWC.
12. **Services.** The Member hereby agrees to subscribe to those services indicated below:

<b>Direct Services:</b> includes office/prep time	<b>TOTAL ESTIMATED PRICE</b>
School Psychologist Services	\$0.00
Speech/Language Pathologist Services	\$0.00
Social Worker Services	\$0.00
Teacher of the Visually Impaired Services	\$0.00
ECSE Teacher Services	\$0.00
DAPE Teacher	\$0.00
Teacher of the Deaf/Hard of Hearing	\$0.00
Occupational Therapy Services	\$0.00
Orientation and Mobility	\$0.00
Physical Therapy Services	\$0.00
Autism Consultant Services	\$0.00
<b>Administrative Services:</b>	
Regional ECSE Coordination Services	\$0.00
Special Education Cooperative Membership Fee	\$0.00
Shared Special Education Administrative Services	\$0.00
Single District Special Education Administrator	\$0.00
<b>TOTAL ADDENDUM PRICE</b>	<b><u>\$0.00</u></b>

SC MEMBER

SWWC SERVICE COOPERATIVE

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

ADDENDUM G  
TO MEMBERSHIP AGREEMENT  
**BEHAVIORAL HEALTH SERVICES**  
2023-24

**Dawson-Boyd Public School**

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member has chosen to subscribe to SWWC’s Behavioral Health Services (the “Services”). The Services may include Behavior Analytic Services and Mental Health Services.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties’ obligations regarding the Member’s subscription to Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the “Services Initial Term”). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an “Extended Term”) unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Services (referred to as “Notice of Withdrawal from Direct Service”) on or before March 1 (the “Direct Service Withdrawal Deadline”). If such Notice of Withdrawal from Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Services for the next Extended Term.
4. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four equal installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
5. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
8. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
9. All performance reviews of required service personnel shall be conducted by a SWWC administrator and shall be in accordance with the policies and procedures established by SWWC.
10. **Services.** The Member hereby agrees to subscribe to those services indicated below:

SERVICES	PACKAGE	TOTAL PRICE
Behavior Analytic Services		\$0.00
Mental Health Services		\$0.00
Licensed School Nursing Services		\$0.00
<b>TOTAL ADDENDUM PRICE</b>		<b>\$0.00</b>

ADDENDUM H  
TO MEMBERSHIP AGREEMENT  
**SHARED SERVICES**  
*(STANDARDS ALIGNMENT, PROFESSIONAL LEARNING COMMUNITIES,  
PROFESSIONAL DEVELOPMENT AND CURRICULUM)*  
2023-24

**Dawson-Boyd Public School**

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Shared Services (*Standards Alignment, Professional Learning Communities, Professional Development, and Curriculum*) (the “Services”). The services to be provided by SWWC may include:

Data Mining and/or Data Retreat  
Coordination of Standards Alignment

- Unpacking Standards
- Creating Learning Targets
- Prioritizing Standards
- Creating Common Assessments
- Selecting Appropriate Instructional Strategies

Professional Development

- Coordination/Facilitation of workshops/early release
- Professional Learning Community Implementation
- Support Leadership Teams
- Curriculum Coordination
- Coordination of Standards-Based Curriculum Selection and Implementation

2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without additional cost or charge to the Member. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the package cost as calculated below:

TOTAL ADDENDUM PRICE

**\$0.00**

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM I  
TO MEMBERSHIP AGREEMENT  
**TEACHING AND LEARNING COLLABORATIVE**  
2023-24

**Dawson-Boyd Public School**

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Teaching and Learning Collaborative Services (collectively referred to as the "Services"). The Services may include the following:

Coordination of Standards Alignment

- Unpacking Standards
- Creating Learning Targets
- Prioritizing Standards
- Creating Common Assessments
- Selecting Appropriate Instructional Strategies

Data Mining and/or Data Retreat

Professional Development

- Content area meetings for subject areas/grade levels
- Professional Learning Community Implementation
- Support Leadership Teams

Common In-Service Day for all participating districts

Monthly Principal PLC Meeting

2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL ADDENDUM PRICE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE                      **\$0.00**
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM J  
TO MEMBERSHIP AGREEMENT  
**TEACHING AND LEARNING DELUXE/CUSTOMIZED SERVICES**  
2023-24

**Dawson-Bovd Public School**

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Teaching and Learning Deluxe/Customized Services (the “Services”). The Services may include the following: math and reading intervention & data support, guided reading support, standards alignment, standards based grading, curriculum and assessments, PLC work, or best practices in instruction.
  - a. Deluxe Services
    - i. Districts subscribing to Shared Services or Teaching and Learning Collaboratives: \$800/day when purchasing five or more days.
  - b. Customized Services
    - i. Districts not subscribing to Shared Services or Teaching and Learning Collaboratives: \$900/day when purchasing five or more days.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. The Member agrees to pay all transportation expenses for required service personnel in addition to the TOTAL ADDENDUM PRICE set forth below, which will be invoiced to the Member at the conclusion of the term of the membership agreement.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE                      **\$0.00**

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM K  
TO MEMBERSHIP AGREEMENT  
INSTRUCTIONAL COACHING FOR TEACHERS  
2023-24

Dawson-Boyd Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Instructional Coaching for Teachers Services (the "Services"). The Services may include the following: Up to 180 minutes of monthly, direct teacher support (as recommended by New Teacher Center) plus follow-up per teacher.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL ADDENDUM PRICE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
8. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
4. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
5. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE                      **\$0.00**

6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM L  
TO MEMBERSHIP AGREEMENT  
STARRS ONLINE ACADEMY  
2023-24

Dawson-Boyd Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to STARRS Online Academy Services (the "Services"). The Services may include the following: Access to supplemental online learning school. Students enrolled in the STARRS Online Academy will have access to a variety of content courses and elective offerings.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment at the "PER CREDIT RATE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before October 15, December 15, March 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability) and instructional materials required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the PER CREDIT RATE set forth below. Districts must provide the student access to a laptop, desktop or chrome book and ensure the student has access to high-speed internet. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the PER CREDIT RATE as set forth below. A minimum of twelve credits are required to enroll in the Services.

PER CREDIT RATE                      **\$0.00**

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.



2/13/2023	Backpack for Kids	Jerry & Renae Durfee	\$100.00
2/13/2023	Backpack for Kids	Minnwest Bank	\$1,000.00
2/13/2023	Backpack for Kids	Kluver Law Office	\$250.00
2/13/2023	Backpack for Kids	Jon & Stacy Stratmoen	\$100.00
2/17/2023	Knilling 4/4 154 F Full Size Cello	Danell Dalton	\$315.00
3/10/2023	Classroom Flags for Elem and HS	Stand Saboe VFW Post 5247	\$250.00
			<b>Approved (</b>

@ the 3/13/23 mtg.

Independent School District No. 378  
Dawson-Boyd Public Schools

# FUNDRAISER APPLICATION

Today's Date: 2/24/23

Person Completing Form: Kelly Wente

Organization Represented: SB

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

tickets; 1st cooler, 2nd chairs x 2

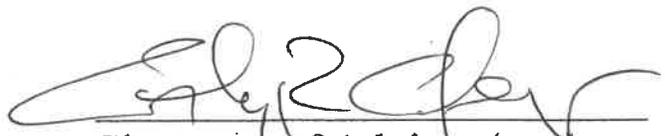
Start Date & End Date: March 6 - May

Estimated Revenue From Activity: \$ 1200 -

Who Will Collect/Receipt Revenue: Kelly

How Will Revenue Be Used: equipment

Who Makes Decisions On How Revenue Will Be Disbursed: Kelly

  
Signature of Advisor / or  
Organization Representative

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

Independent School District No. 378  
Dawson-Boyd Public Schools

# FUNDRAISER APPLICATION

Today's Date: 3/1/23

Person Completing Form: Mr. Hurley

Organization Represented: Musical

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

Selling shirts through Jim's online store to offset cost of show

Start Date & End Date: March 13 - 26<sup>th</sup>

Estimated Revenue From Activity: ? \$0 - 300

Who Will Collect/Receipt Revenue: Jim's / Hurley

How Will Revenue Be Used: To offset musical costs

Who Makes Decisions On How Revenue Will Be Disbursed: Hurley

  
Signature of Advisor / or /  
Organization Representative

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

# **Dawson-Boyd Public Schools Policy#416**

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

Revised: 2-13-2023

## **416 DRUG AND ALCOHOL TESTING**

### **I. PURPOSE**

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

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

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees

under the influence of alcohol are prohibited from entering or remaining on school district property.

- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

### **III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

#### **A. General Statement of Policy**

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

#### **B. Definitions**

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of

breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.
13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating

cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school

district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-

sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

6. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

7. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

8. Refusal to Submit and Attendant Consequences

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are

negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
  - (1) The donor expressly declines the opportunity to discuss the test results;
  - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
  - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

## 2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver’s or driver applicant’s expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
- 2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
  - a. The school district has first given the employee an opportunity to participate in, at the employee’s own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
  - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
  - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be, Medtox, 402 County Road D, St. Paul MN 55112, 651-636-7466 which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records	5 years
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"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
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Alcohol and controlled substance collection procedures	2 years
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Negative and cancelled controlled substance tests	1 year
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Alcohol tests with less than 0.02 concentration	1 year
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Education and training records	indefinite
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"Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows

- i. Any on-duty alcohol use;
- ii. Any pre-duty alcohol use;
- iii. Any alcohol use following an accident; and
- iv. Any controlled substance use.

- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

- 1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

- 2. Referral, Evaluation, and Treatment

- a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
- b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

- 3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent

for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

#### **IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

##### **A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:**

###### **1. General Limitations**

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

###### **2. Job Applicant Testing**

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including

medical cannabis, regardless of enrollment in the state registry program.

2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).
5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
6. "Random Selection Basis" means a mechanism for selection of employees that:
  - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
  - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial

driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

- 6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

- 1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result

from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance

with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

**V. POSTING**

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. Ch. 43A (State Personnel Management)  
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)  
Minn. Stat. § 152.32 (Protections for Registry Program Participation)  
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)  
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)  
Minn. Stat. § 221.031 (Motor Carrier Rules)  
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)  
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)  
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)  
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

**Cross-References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

## **ATTACHMENTS TO DRUG AND ALCOHOL TESTING POLICY**

Attachments A through C are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

- Attachment A is a "Driver Acknowledgment-Drug and Alcohol Testing Policy Materials" form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.
- Attachment B is a "Bus Driver or Driver Applicant-Authorization to Release Information" form. It is referred to in Article III., Section H., Paragraph 1. of the policy.
- Attachment C is a "Bus Driver or Driver Applicant-Refusal to Submit to Testing" form. It is referred to in Article III., Section H., Paragraph 7. of the policy.

Attachments D through G are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

- Attachment D is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.
- Attachment E is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.
- Attachment F is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.
- Finally, the District may wish to use Attachment G, entitled "Acknowledgment-Drug and Alcohol Testing Policy," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.

ATTACHMENT A

( D R A F T )

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— DRIVER ACKNOWLEDGMENT —  
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS**

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- Upon adoption of the policy (employee).
- Upon my hire (job applicant/new employee).
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is \_\_\_\_\_ and that any questions I may have concerning the Policy should be directed to the Program Manager.

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

\_\_\_\_\_  
*Signature of Employee/Applicant*

\_\_\_\_\_  
*Typed or Printed Name*

ATTACHMENT B

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— BUS DRIVER OR DRIVER APPLICANT —  
AUTHORIZATION TO RELEASE INFORMATION**

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: \_\_\_\_\_

Employee SS or ID Number: \_\_\_\_\_

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Section I-A.

School District Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Designated Employer Representative: \_\_\_\_\_

Section I-B.

Previous Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Designated Employer Representative (if known): \_\_\_\_\_

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES \_\_\_\_ NO \_\_\_\_
2. Did the employee have verified positive drug tests? YES \_\_\_\_ NO \_\_\_\_
3. Did the employee refuse to be tested? YES \_\_\_\_ NO \_\_\_\_
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES \_\_\_\_ NO \_\_\_\_
5. Did a previous employer report a drug and alcohol rule violation to you? YES \_\_\_\_ NO \_\_\_\_
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: \_\_\_\_\_

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

Phone #: \_\_\_\_\_

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

ATTACHMENT C

( D R A F T )

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— BUS DRIVER OR DRIVER APPLICANT —  
REFUSAL TO SUBMIT TO TESTING**

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form);
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

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

Time: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Applicant*

Supervisor: \_\_\_\_\_

\_\_\_\_\_  
*Supervisor's Signature*

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee refusal to sign

*Supervisor's Initials:* \_\_\_\_\_

ATTACHMENT D

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— PRETEST NOTICE —**

I, the undersigned employee/job applicant of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

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

\_\_\_\_\_  
*Signature of Employee/Job Applicant*

\_\_\_\_\_  
*Typed or Printed Name*

ATTACHMENT E

( D R A F T )

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]  
[Employee Address]

**RE: Drug and/or Alcohol Test**  
**[Date of Testing]**

**NOTICE OF TEST RESULTS AND VARIOUS RIGHTS**

Test Results:

Independent School District No. \_\_\_\_, \_\_\_\_\_, Minnesota has received the test result report from the testing laboratory:

- G Your initial screening test result was negative.
- G Your confirmatory test result was negative.
- G Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the

original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the

ATTACHMENT F

offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**EXPLANATION OF POSITIVE TEST RESULT**

I, the undersigned employee/job applicant of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- no over-the-counter or prescription medications; or
- the following over-the-counter or prescription medications:

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I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

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

\_\_\_\_\_

*Signature of Employee/Job Applicant*

\_\_\_\_\_

*Typed or Printed Name*

ATTACHMENT G

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— ACKNOWLEDGMENT —  
DRUG AND ALCOHOL TESTING POLICY**

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. \_\_\_\_\_,  
\_\_\_\_\_, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- Upon adoption of the policy (employee)
- Upon my hire (job applicant/new employee)
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant)

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

\_\_\_\_\_

*Signature of Employee/Applicant*

\_\_\_\_\_

*Typed or Printed Name*

# **Dawson-Boyd Public Schools Policy #611**

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

Revised: 2-13-2023

## **611 HOME SCHOOLING**

### **I. PURPOSE**

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

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

The Compulsory Attendance Law (Minnesota Statutes section 120A.22) provides that the parent or guardian of a child is primarily responsible for assuring that the child acquires knowledge and skills that are essential for effective citizenship.

### **III. CONDITIONS FOR HOME SCHOOLING**

The person in charge of a home school and the school district must provide instruction and meet the requirements specified in Minnesota Statutes section 120A.22.

### **IV. IMMUNIZATION**

The parent or guardian of a home-schooled child shall submit statements as required by Minnesota Statutes section 121A.15, Subds. 1, 2, 3, 4, and 12, on the appropriate Minnesota Department of Education form, to the superintendent of the school district in which the child resides by October 1 of the first year of home schooling in Minnesota and the grade 7 year.

### **V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS**

Upon formal request, as required by law, the school district will provide textbooks (including a teacher's edition, guide, or other materials that accompany a textbook when the edition, guide, or materials are packaged physically or electronically with textbooks for student use), individualized instructional or cooperative learning materials (including teacher materials that accompany pupil materials), software or other educational technology, and standardized tests and loan or provide them for use by a home-schooled child as provided under state law. The school district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to state law for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent or guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental cost as a result of providing access electronically.

### **VI. PUPIL SUPPORT SERVICES**

Upon formal request, as required by law, the school district will provide pupil support services in the form of health services and counseling and guidance services to a home-schooled child as provided under state law. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to state law.

## **VII. EXTRACURRICULAR ACTIVITIES**

Resident pupils who receive instruction in a home school (in which five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students.

## **VIII. SHARED TIME PROGRAMS**

Enrollment in class offerings of the school district.

- A. A home-schooled child who is a resident of the school district may enroll in classes in the school district as a shared time pupil on the same basis as other nonpublic school students. The provisions of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.
- B. The school district may limit enrollment of shared-time pupils in such classes based on the capacity of a program, class, grade level, or school building. The school board and administration retain sole discretion and control over scheduling of all classes and assignment of shared time pupils to classes.

## **IX. OPTIONAL COOPERATIVE ARRANGEMENTS**

### A. Activities

- 1. Minnesota State High School League-sponsored activities (in which six or more students receive instruction in the home school or the home school students are not residents of the school district).

A home school that is a member of the Minnesota State High School League may request that the school district enter into a cooperative sponsorship arrangement as provided in Minnesota State High School League bylaws. The approval of such an arrangement shall be at the discretion of the school board.

- a. The home school must become a member of the Minnesota State High School League in accordance with the rules of the Minnesota State High School League.
  - b. The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.
  - c. The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.
- 2. Non-Minnesota State High School League activities in which six or more students receive instruction in the home school.

A home-schooled child may participate in non-Minnesota State High School League activities offered by the school district upon application and approval from the school board to participate in the activity and the payment of any activity fees associated with the activity. However, home school students may not be charged higher activity fees than other public school students. An

approval shall be granted at the discretion of the school board.

B. Transportation Services

1. The school district may provide nonpublic nonregular transportation services to a home-schooled child.
2. The school board of the school district retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.41 (Definitions)  
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)  
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)  
Minn. Stat. § 123B.86 (Equal Treatment - Transportation)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Rules Ch. 3540 (Nonpublic Schools)

**Cross References:** MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)  
MSBA/MASA Model Policy 510 (School Activities)

# **Dawson-Boyd Public Schools Policy # 509**

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

Revised: 2-13-2023 \_\_\_\_\_

## **509 ENROLLMENT OF NONRESIDENT STUDENTS**

### **I. PURPOSE**

The school district desires to participate in the Enrollment Options Program established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

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

- A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:
1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
  2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.
  3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minnesota Statutes section 121A.45 to enroll during the term of the expulsion if the student was expelled for:
1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
  2. possessing or using an illegal drug at school or a school function;
  3. selling or soliciting the sale of a controlled substance while at school or a school function; or
  4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.
- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.

D. Application.

The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website ([education.mn.gov](http://education.mn.gov)). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."

E. Lotteries.

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;
2. the municipality is located partially or fully within the boundaries of at least five school districts;
3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will

notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.
2. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

- H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

**Legal References:** Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)  
Minn. Stat. § 124D.68 (Graduation Incentives Program)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. § 260C.007, Subd. 19 (Definitions)  
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)  
*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 517 (Student Recruiting)

# **Dawson-Boyd Public Schools Policy#508**

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

Revised: 2-13-2013

## **508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS**

### **I. PURPOSE**

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

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

- A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.
- B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:
1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
  2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
  3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.
- C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:
1. Prior observations of the student's regression and recoupment over the summer;
  2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and
  3. Experience with other students with similar instructional needs.
- D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.
2. The student's degree of impairment.
3. The student's rate of progress.
4. The student's behavioral or physical problems.
5. The availability of alternative resources.
6. The student's ability and need to interact with nondisabled peers.
7. The areas of the student's curriculum which need continuous attention.
8. The student's vocational needs.

E. No Unilateral Decisions.

In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

F. Services to Nonresident Students Temporarily Placed in School District.

A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

**Legal References:** Minn. Stat. § 125A.14 (Extended School Year)  
Minn. Rules Part 3525.0755  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
34 C.F.R. Part 300 (Assistance to States for the Education of Children with Disabilities)

**Cross References:** None

# **Dawson-Boyd Public Schools Policy # 507**

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

Revised: 2-13-2013

## **507 CORPORAL PUNISHMENT**

### **I. PURPOSE**

The purpose of this policy is to describe limitations on corporal punishment of students.

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

No employee or agent of the school district or charter school shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.

### **III. EXCEPTIONS**

A teacher or school principal 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. Other school district employees, school bus drivers, or other agents of a school district may use reasonable force when necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

### **IV. VIOLATION**

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

**Legal References:** Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)  
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)

# **Dawson-Boyd Public Schools Policy#424**

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

Revised: 2-13-2023

## **424 LICENSE STATUS**

### **I. PURPOSE**

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school board that employs a teacher who does not hold a valid teaching license or permit places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

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

- A. A qualified teacher is one holding a valid license to perform the particular service for which the teacher is employed by the school district.
- B. No person shall be a qualified teacher until the school district verifies, through the Minnesota education licensing system available on the Minnesota Professional Educator Licensing and Standards Board website, that the person is a qualified teacher consistent with state law.
- C. The school district has a duty to ascertain the licensure status of its teachers and ensure that the school district's teacher license files are up to date. The school district shall establish a procedure for annually reviewing its teacher license files to verify that every teacher's license is current and appropriate to the particular service for which the teacher is employed by the school district.

### **III. PROCEDURE**

- A. The superintendent or the superintendent's designee shall establish a schedule for the annual review of teacher licenses.
- B. Where it is discovered that a teacher's license will expire within one year from the date of the annual review, the superintendent or the superintendent's designee will advise the teacher in writing of the approaching expiration and that the teacher must complete the renewal process and file the license with the superintendent prior to the expiration of the current license. However, failure to provide this notice does not relieve a teacher from his/her duty and responsibility of ensuring that his/her teaching license is valid, current and appropriate to his/her teaching assignment.
- C. If it is discovered that a teacher's license has expired, the superintendent will immediately investigate the circumstances surrounding the lack of license and will take appropriate action. The teacher shall be advised that the teacher's failure to have the license reinstated will constitute gross insubordination, inefficiency and willful neglect of duty which are grounds for immediate discharge from employment.
- D. The duty and responsibility of maintaining a current and valid teaching license

appropriate to the teaching assignment as required by this policy shall remain with the teacher, notwithstanding the superintendent's failure to discover a lapsed license or license that does not support the teaching assignment. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

**Legal References:** Minn. Stat. § 122A.16 (Qualified Teacher Defined)  
Minn. Stat. § 122A.22 (District Verification of Teacher Licenses)  
Minn. Stat. § 122A.40, Subd. 13 (Employment; Contracts; Termination – Immediate Discharge)  
Minn. Stat. § 127A.42 (Reduction of Aid for Violation of Law)  
*Vettleson v. Special Sch. Dist. No. 1*, 361 N.W.2d 425 (Minn. App. 1985)  
*Lucio v. School Bd. of Independent Sch. Dist. No. 625*, 574 N.W.2d 737 (Minn. App. 1998)  
*In the Matter of the Proposed Discharge of John R. Statz* (Christine D. VerPloeg), June 8, 1992, *affirmed*, 1993 WL 129639 (Minn. App. 1993)

**Cross References:** None

# **Dawson-Boyd Public Schools Policy #414**

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

Revised: 2-13-2023

## **414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE**

### **I. PURPOSE**

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

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

- A. The policy of the school district is to fully comply with Minnesota Statutes chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

### **III. DEFINITIONS**

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- F. "Neglect" means the commission or omission of any of the acts specified below, other

than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision. 6, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing

services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter 9503.

- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority

(as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, Subd. 1b(a) or (b).

- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

#### **IV. REPORTING PROCEDURES**

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may

be subject to criminal penalties and/or discipline, up to and including termination of employment.

- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

## **V. INVESTIGATION**

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the

requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

#### **VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE**

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

#### **VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE**

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

#### **VIII. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)



# Confidential Student Maltreatment Reporting Form

Date submitted: \_\_\_\_\_ SMP File # \_\_\_\_\_ (MDE staff use only)

## REPORTER (Reporter is confidential under Minnesota Statutes, section 260E.)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Mandated Reporter: Yes No

## SCHOOL INFORMATION (Current Enrollment Location of Alleged Victim)

ISD#: \_\_\_\_\_ School District: \_\_\_\_\_ School/ Program Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Principal/Director: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Transportation Company Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

## ALLEGED VICTIM

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Male Female DOB: \_\_\_\_\_ Grade: \_\_\_\_\_ Race/Ethnicity: \_\_\_\_\_

Receives Special Education Services: Yes No Primary Disability Category: \_\_\_\_\_

Alleged Victim is over the age of 18: Yes No (If over 18, please provide the following contact information)

Alleged Victim Phone: \_\_\_\_\_ Alleged Victim Email: \_\_\_\_\_

Alleged Victim has a legal guardian: Yes No

Parent/Guardian 1: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent/Guardian 2: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Minnesota Department of Education  
Student Maltreatment Program  
1500 Highway 36 West, Roseville, MN 55113-4266  
Reporting Line: 651-582-8546  
Fax: 651-797-1601  
Email: [mde.student-maltreatment@state.mn.us](mailto:mde.student-maltreatment@state.mn.us)

**ALLEGED OFFENDER**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ DOB: \_\_\_\_\_ Male Female  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Race/Ethnicity: \_\_\_\_\_ Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_  
Licensed: Yes No  
If licensed, name of licensing board(s): \_\_\_\_\_ License/Folder # \_\_\_\_\_

**INCIDENT**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Setting (i.e. Bus, Classroom): \_\_\_\_\_  
Location and Address (if different than enrolled school): \_\_\_\_\_  
Witness \_\_\_\_\_ Phone: \_\_\_\_\_  
Witness \_\_\_\_\_ Phone: \_\_\_\_\_  
Police Notified: Yes No Police Department: \_\_\_\_\_  
Police Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Case #: \_\_\_\_\_

**Alleged Maltreatment:** Physical Abuse Sexual Abuse Neglect Unknown  
Injury: Yes No

**Description of Incident and Injury:** (please attach additional documentation, if needed)

# **Dawson-Boyd Public Schools Policy #503**

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

Revised: 3-13-2023

## **503 STUDENT ATTENDANCE**

### **I. PURPOSE**

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

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

#### A. Responsibilities

##### 1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

##### 3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all

assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
  - (1) Illness.
  - (2) Serious illness in the student's immediate family.
  - (3) A death or funeral in the student's immediate family or of a close friend or relative.
  - (4) Medical, dental, or orthodontic treatment, or a counseling appointment.
  - (5) Court appearances occasioned by family or personal action.
  - (6) Religious instruction not to exceed three hours in any week.
  - (7) Physical emergency conditions such as fire, flood, storm, etc.
  - (8) Official school field trip or other school-sponsored outing.
  - (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.

- (10) Family emergencies.
- (11) Active duty in any military branch of the United States.
- (12) A student's condition that requires ongoing treatment for a mental health diagnosis.
- (13) College visits if prearranged with the school counselor in advance by school administration staff – limit of two (2) during the senior year
- (14) Family vacations/essential work at home, if approved in advance by school administration – generally the school is notified three (3) days in advance so teachers are prepared and the student is prepared for what he/she will miss.

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Work missed because of absence must be made up within \_\_\_\_ days from the date of the student's return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Vacations with family. Only one day will be counted as unexcused regardless of the length of absence
- (6) Personal trips to schools or colleges.
- (7) Absences resulting from cumulated unexcused tardies (3 tardies equal one unexcused absence).

- (8) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.
- (4) Students with unexcused absences shall be subject to discipline in the following manner:
  - (a) From the first through the second cumulated unexcused absence in a [quarter or semester] the student will not be allowed to make up work missed due to such absence.
  - (b) After the second cumulated unexcused absence in a [quarter or semester], a student's parent or guardian will be notified by certified mail that his or her child is nearing a total of four unexcused absences and that, after the seventh unexcused absence, the student's grade shall be reduced by one increment for each unexcused absence thereafter.
  - (c) After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences and the prescribed discipline. The notification will state that the school strongly urges the student's parent or guardian to request such a conference.
  - (d) After seven cumulative unexcused absences in a [quarter or semester] the teacher will reduce the student's letter grade by one increment for each unexcused absence thereafter (i.e. A to A-). However, prior to reducing the student's grade, an administrative conference must be held among the principal, student, and parent.
  - (f) If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

c. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

a. Students tardy at the start of school must report to the school office for an admission slip.

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness.

b. Serious illness in the student's immediate family.

c. A death or funeral in the student's immediate family or of a close friend or relative.

d. Medical, dental, orthodontic, or mental health treatment.

e. Court appearances occasioned by family or personal action.

f. Physical emergency conditions such as fire, flood, storm, etc.

g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

b. Consequences of tardiness may include detention after three unexcused tardies. In addition, three unexcused tardies are equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

### **IV. DISSEMINATION OF POLICY**

- A. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
- B. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

### **V. REQUIRED REPORTING**

#### **A. Continuing Truant**

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

#### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes chapter 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)