

Dawson-Boyd School Board  
Monday, July 10, 2023 Regular Meeting Time  
High School Media Center  
Monthly Board Meeting  
Google Meet joining info:

## Meeting Agenda

1. Call to order

Google Meet joining info

Video call link: <https://meet.google.com/tmq-ohyr-bvb>

Or dial: ?(US) +1 316-789-6763? PIN: ?138 672 928?#

2. Adopt/Amend Agenda

3. Public Comments

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

a. Approval of Meeting Minutes

1. June 12, 2023 Regular meeting

2. June 29, 2023 Special meeting

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

6. Information Items:

a. **Board Member Reports**

b. **Teacher Reports**

**None**

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

d. **School Nurse Reports**

**Nothing to report**

e. **Principal Reports**

f. **Technology Director Reports**

**Nothing to report**

g. **Business Manager Reports**

**Nothing to report**

h. **Superintendent Report**

7. Discussion/Approval Items:
  1. 2023-2024 Board Reorganization-attached file
  2. 2023-2024 Fiscal/Legal Organization Tasks-Official Board Business-attached file
8. Action Items:
  - 8d. Approval to close 2023-2024 Fiscal School Year and move to 2023-2024 Fiscal School Year
  - 8e. Approval of the 2023-2024 Board Reorganization and Fiscal Reorganization
  - 8f. Approval of the 2023-2024 Fuel Bids
- a. **Resolution-District Donations**
  1. **DCCU signatory and payroll ACH resolution**
  2. **MSHSL Resolution for Membership for the 2023-2024 school year**
  3. **Donations**
  4. **IoWA resolution**
- b. **Approval of School Fundraisers**

**None**
- c. Policies  
**Policies for adoption/Revision 7-10-2023**
  1. **102 Equal Educational Opportunity (Adds equal athletic opportunities)**
  2. **301 School Administration**
  3. **302 Superintendent**
  4. **303 Superintendent Selection**
  5. **304 Superintendent Contract Duties, and Evaluation**
  6. **305 Policy Implications**
  7. **306 Administrator Code of Ethics**
  8. **403 Discipline, Suspension, and Dismissal of District Employees**
  9. **408 Subpoena of a School District Employee**
  10. **421 Gifts to Employees and School Board Members**
  11. **516.5 Overdose Medication**
9. Adjournment

Dawson-Boyd Independent School District No. 378  
**Regular June Board Meeting**  
June 12, 2023

The regular June meeting of the Board of Education was held on June 12, 2023 in the Dawson-Boyd upstairs common area. Members present were Marotzke, Schindler, Jurgenson, Kelly, Buer and Lund as well as the administrative staff. Perkins was absent. Chair Lund called the meeting to order at 6:00 p.m. The amended meeting agenda was approved (Kelly and Jurgenson). Public comments were heard by Kelly Wentz regarding her softball coaching position.

Regular June claims and accounts totaling \$258,829.27, \$4,294.00 for Student Activities & \$12,836.58 for the building project were approved as presented (Buer and Marotzke). The Board reviewed electronic transfers and state tax payments made in May. Minutes from the May 8<sup>th</sup>, 2023, regular meeting, and the June 5, 2022 treasurer's report were approved as presented in the consent agenda (Kelly and Schindler).

**RESOLUTION #R1-67 - NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$50.00, from an anonymous donor, be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used by the school district toward the musical fund (Kelly and Buer). Members voting in favor of the resolution were Kelly, Marotzke, Schindler, Jurgenson, Buer and Lund.**

**RESOLUTION #R1-67A - NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$100.00, from the Presbyterian Church, be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used by the school district in the Backpack for kids program (Marotzke and Schindler). Members voting in favor of the resolution were Kelly, Marotzke, Schindler, Jurgenson, Buer and Lund.**

**RESOLUTION #R1-67B - NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$495, in memory of Frank Aabye, be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used by the school district in the preschool classrooms and Mrs. Popma's classroom (Kelly and Buer). Members voting in favor of the resolution were Kelly, Marotzke, Schindler, Jurgenson, Buer and Lund. There were no district fundraisers this month.**

In district staffing matters, the Board approved the hiring of Stephanie Kelly, Preschool Teacher, beginning the 2023-2024 school year (Marotzke and Jurgenson); the hiring of Anne Jo Voorhees, Elementary ECSE Teacher, beginning the 2023-2024 school year (Kelly and Schindler); the resignation of Brian Schneider, Custodian, effective June 4, 2023 (Buer and Marotzke); the resignation of Ken Menning, Custodian, effective June 8, 2023 (Jurgenson and Schindler); the resignation of Johanna Unzen, Grade 1 Teacher, effective June 6, 2023 (Marotzke and Kelly); the resignation of Kevin Brent, Jr Hi Softball coach, effective at the end of the 2022-23 school year (Schindler and Marotzke); the retirement of Joyce Hustad, Kitchen staff, effective at the end of the 2022-23 school year (Buer and Kelly); maternity leave Bethany Wager, Grade 2 Elementary Teacher, from September 19, 2023-January 2, 2024 (Jurgenson and Marotzke); and maternity leave for Ashley Schacherer from December 4, 2023-March 22, 2024 (Marotzke and Buer). Non-renewal of contract for Kelly Wentz as Head Softball Coach. Members Lund, Buer,

Kelly, Schindler, Jurgenson, Marotzke voted yes on this with Perkins absent. There were no district fundraisers.

In the communications section of the agenda a Boys Basketball update was presented by students Aiden Swenson and Keegan Wicht and a Track update was given by Keegan Wicht and Ayiana Hastad. Interim Superintendent Ferguson and Business Manager, Stacy Stratmoen requested to delay the proposal of fund budgets for the 2023-24 school year until June 29<sup>th</sup> at a special board meeting due to the recent legislative changes in education. The request was accepted. The board reviewed the Ten-Year Long-Term Facilities Maintenance Revenue, Expenditure and Statement of Assurance for FY 2024-2033; which will both be voted on later in the meeting.

In action items the Board gave approval of the milk bid with Cass Clay (Kemps) for the 2023-2024 school year and the bread bid with Pan-o-Gold for the 2023-2024 school year (Buer and Jurgenson); approval of a one-year rental agreement with Kurt Schoephoerster (Buer and Jurgenson); approval of Chris Lehne Drivers Ed/Behind the Wheel tuition reimbursement position (Marotzke and Schindler); approval of the 2023-2024 Property, Auto and Work Comp Insurance with EMC for \$135,698.46 (Jurgenson and Marotzke); approval of the 2024-2033 LTFM 10 year plan (Buer and Kelly); approval of the Director of Performing Arts contract with Allysa Hurley (Marotzke and Schindler); approval of LQP County Foster Care Transportation Agreement for the 2023-24 school year (Kelly and Jurgenson); and approval of addendum on contract for Superintendent Support Services with Troy Ferguson for Holly Ward through September 1, 2023 (Buer and Jurgenson) roll call was also taken Kelly-yes, Schindler-no, Jurgenson-yes, Marotzke-no, Buer-yes and Lund-yes with approval 4-2. The board also approved Policy #101.1 Name of School District (Marotzke and Kelly); Policy #103 Complaints-Students, Employees, Parents, Other Persons (Schindler and Jurgenson); Policy #104 School District Mission Statement (Buer and Kelly); Policy #201 Operation of the School Board-Governing Rules (Marotzke and Kelly); Policy #203.1 School Board Procedures; Rules of Order (Marotzke and Buer); Policy #203.2 Order of the Regular School Board Meeting (Schindler and Buer); Policy #203.5 School Board Meeting Agenda (Kelly and Jurgenson); Policy #203.6 Consent Agenda (Buer and Schindler); Policy #206 Public Participation in School Board Meetings-Complaints About Persons at School Board Meetings and Data Privacy Considerations (Kelly and Buer); Policy #207 Public Hearings (Jurgenson and Marotzke); Policy #209 Code of Ethics (Schindler and Jurgenson); Policy #211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student (Marotzke and Kelly) School Board Member Development (Jurgenson and Buer); Policy #213 School Board Committees (Kelly and Schindler).

Interim Superintendent Ferguson updated the board on advice from the Principals, to close open enrollment for the fourth quarter of each year. Students from other schools would be encouraged to finish their studies at their school if they are near the end of the school year. Allowing students to enroll in the district that far into the school year is difficult for staff and class grading/scheduling. He also addressed the Crisis Response Team has met and discussing crisis training and plan development, he and member Kelly met with DBEA Presidents to discuss politics, contract language and safety in the facilities. Aafedt, Community Education Coordinator/Athletic and Transportation Director reported on congratulating Coach Shurb on his Coach of the Year award in the Section for girls track, state track and upcoming state golf, summer rec and already planning for the next school year. Through the Southwest Initiative

Fund they are looking at four potential properties for an off-site location for the school daycare and they continue to meet and plan for this project. Principals Stotesbery and Hiedeman reviewed a number of student and staff issues including Graduation, congratulations to spring sports state participants for golf and track, curriculum planning, fieldtrips, spring concerts, Challenge Program, Targeted Services and Summer School all taking place this summer and the hiring of new positions for the 2023-2024 school year. With no additional issues before the board, Lund adjourned the meeting at 6:58 p.m. (Marotzke and Jurgenson).

Tonya Kelly, School Board Clerk

Dawson-Boyd Independent School District No. 378  
**Special June Board Meeting**  
June 29, 2023

A special June meeting of the Board of Education was held on June 29, 2023, in the Dawson-Boyd upstairs common area. Marotzke, Schindler, Kelly, Perkins and Lund were present. Jurgenson and Buer was absent. Chair Lund called the meeting to order at 5:07 p.m. The meeting agenda was approved as posted (Marotzke and Kelly). There were no Public comments.

In the communications section of the agenda, Business Manager, Stacy Stratmoen proposed fund budgets for the 2023-24 school year. The Board briefly discussed the budgets after which they were adopted (Kelly and Marotzke).

	Expenditures	Revenues
General Fund	\$ 8,225,637	\$ 8,112,721
Food Service Fund	\$ 429,159	\$ 429,159
Community Services Fund	\$ 958,660	\$ 1,015,610
Debt Service Fund	\$ 1,629,886	\$ 1,761,118
Total	\$11,243,342	\$11,318,608

With no additional issues before the board, Lund adjourned the meeting at 5:35 p.m. (Perkins and Schindler).

Tonya Kelly, School Board Clerk

JUNE 2023 TRANSFERS FROM MN TRUST TO DAWSON CO-OP CREDIT UNION

6/29/2023

\$900,000.00

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

JUNE 2023 MANUAL CHECKS

70603	6/15/2023	Vendor Void	\$ 0.00
70604	6/15/2023	Vendor Void	\$ 0.00
70605	6/15/2023	Aviben	\$ 5,863.38
70606	6/15/2023	DBEA	\$ 1,876.21
70607	6/15/2023	DB Flex Account	\$ 900.04
70608	6/15/2023	Vendor Void	\$ 0.00
70609	6/15/2023	Vendor Void	\$ 0.00
70610	6/15/2023	Void	\$ 0.00
70611	6/15/2023	ISD #378 (Food Service)	\$ 122.20
70612	6/15/2023	Void	\$ 0.00
70613	6/15/2023	NGL Insurance Group	\$ 564.99
70614	6/15/2023	Vendor Void	\$ 0.00
70615	6/15/2023	PERA	\$ 14,869.45
70616	6/15/2023	TRA	\$ 25,024.59
70617	6/15/2023	WEX	\$ 3,374.61
70618	6/13/2023	Farmers Mutual Telephone Company	\$ 634.24
70619	6/13/2023	ISD #378 (Food Service)	\$ 2,100.40
70620	6/13/2023	Phillips-Kelty, Holly	\$ 133.00
70621	6/21/2023	Creative Stitches	\$ 780.00
70622	6/21/2023	Eickhoff, Christine	\$ 49.58
70623	6/21/2023	Erickson, Karla	\$ 153.50
70624	6/21/2023	Ferguson, Troy	\$ 440.16
70625	6/21/2023	Great Plains Natural Gas	\$ 880.79
70626	6/21/2023	Gruwell Electric	\$ 308.70
70627	6/21/2023	Hutt's Texaco	\$ 27.05
70628	6/21/2023	ISD #378 (Food Service)	\$ 43.95
70629	6/21/2023	Johnson Memorial Health Services	\$ 8,125.00
70630	6/21/2023	Kleven, Carrie	\$ 121.44
70631	6/21/2023	PYT Sports, Inc.	\$ 1,200.00
70632	6/21/2023	Runnings Farm & Fleet	\$ 13.98
70633	6/21/2023	Swedzinski, Darla	\$ 656.50
70634	6/30/2023	Vendor Void	\$ 0.00
70635	6/30/2023	AFLAC	\$ 826.65
70636	6/30/2023	Vendor Void	\$ 0.00
70637	6/30/2023	Vendor Void	\$ 0.00
70638	6/30/2023	Aviben	\$25,468.54
70639	6/30/2023	Aviben	\$ 131.24
70640	6/30/2023	DBEA	\$ 2,005.96
70641	6/30/2023	DB Flex Account	\$ 3,316.80
70642	6/30/2023	Vendor Void	\$ 0.00
70643	6/30/2023	Vendor Void	\$ 0.00
70644	6/30/2023	Void	\$ 0.00
70645	6/30/2023	ISD #378 (Food Service)	\$ 15.35
70646	6/30/2023	Madison National Life	\$ 2,648.70
70647	6/30/2023	Void	\$ 0.00
70648	6/30/2023	NCPERS Group Life Ins.	\$ 16.00
70649	6/30/2023	Vendor Void	\$ 0.00
70650	6/30/2023	PERA	\$ 10,271.92

70651	6/30/2023	TRA	\$101,664.71
70652	6/30/2023	WEX	\$ 6,628.05
70653	6/25/2023	Dawson Golf Association	\$ 1,000.00
70654	6/25/2023	Erickson Chevrolet	\$ 112.50
70655	6/25/2023	Hiedeman, Amy	\$ 49.78
70656	6/25/2023	Plum Creek Library System	\$ 35.00
70657	6/25/2023	Runnings Farm & Fleet	\$ 79.98
70658	6/25/2023	Trane US Inc.	\$ 1,324.32
70659	6/25/2023	Vendor Void	\$ 0.00
70660	6/25/2023	US Bank	\$ 6,280.33
70661	6/30/2023	American Door Works	\$ 510.13
70662	6/30/2023	Aramark Uniform Services	\$ 188.60
70663	6/30/2023	BSN Sports	\$ 270.00
70664	6/30/2023	Chappell Central Inc.	\$ 780.00
70665	6/30/2023	Vendor Void	\$ 0.00
70666	6/30/2023	City of Dawson	\$ 3,773.02
70667	6/30/2023	Dave's Plumbing and Heating	\$ 175.00
70668	6/30/2023	Dollar General	\$ 608.50
70669	6/30/2023	Grainger	\$ 263.11
70670	6/30/2023	Gruwell Electric	\$ 916.45
70671	6/30/2023	Heather Floral & Nursery	\$ 209.58
70672	6/30/2023	High Point Networks	\$ 11,924.40
70673	6/30/2023	Hillyard/Hutchinson	\$ 3,019.89
70674	6/30/2023	Jim's Clothing	\$ 1,020.00
70675	6/30/2023	KDMA Radio	\$ 200.00
70676	6/30/2023	Ludvigson, Chelsea	\$ 108.70
70677	6/30/2023	Marco Technologies LLC	\$ 2,104.75
70678	6/30/2023	Midwest Machinery Co	\$ 66.18
70679	6/30/2023	New Dominion School	\$ 3,319.56
70680	6/30/2023	Nova Fire Protection Inc.	\$ 460.00
70681	6/30/2023	Otter Tail Power	\$ 13,500.22
70682	6/30/2023	Pioneer	\$ 175.25
70683	6/30/2023	R & T Manufacturing	\$ 76.84
70684	6/30/2023	Safety Kleen Systems Inc.	\$ 319.85
70685	6/30/2023	Swedzinski, Darla	\$ 187.15
70686	6/30/2023	Trane US Inc.	\$ 765.88
70687	6/30/2023	Weidner Mech Contractors	\$ 2,387.00
70688	6/30/2023	WEX	\$ 9,495.52
			\$286,965.17

JUNE 2023 FEDERAL & STATE TAX PAYMENT

FEDERAL	6/15/23	\$ 56,978.90	STATE	6/15/23	\$ 9,140.98
	6/30/23	\$149,886.66		6/30/23	\$24,853.60

Check Nbr	Vendor Name	Check Date	Check Amount
70689	A & B AUTO PARTS	07/10/2023	210.34
70690	AL'S MERCANTILE	07/10/2023	46.88
70691	AMERICAN DOOR WORKS	07/10/2023	495.73
70692	AMERITAS LIFE INSURANCE CORP	07/10/2023	471.88
70693	AMERICAN WELDING & GAS INC	07/10/2023	321.76
70694	CANBY NEWS	07/10/2023	100.00
70695	CITY OF DAWSON	07/10/2023	797.26
70696	CONNOR, KALI M	07/10/2023	17.22
70697	CULLIGAN WATER CONDITIONING	07/10/2023	661.25
70698	DAWSON-BOYD ROBOTICS	07/10/2023	1,250.00
70699	DAWSON-BOYD YOUTH FOOTBALL	07/10/2023	2,000.00
70700	DAWSON SENTINEL	07/10/2023	1,310.00
70701	DEPT. OF LABOR & INDUSTRY	07/10/2023	170.00
70702	EICKHOFF, CHRISTINE M	07/10/2023	85.55
70703	EMERY, SABRINA	07/10/2023	500.00
70704	ERICKSON CHEVROLET	07/10/2023	136.25
70705	FARMERS MUTUAL TELEPHONE COMPA	07/10/2023	506.11
70706	GRUWELL ELECTRIC	07/10/2023	44.10
70707	HUTT'S TEXACO	07/10/2023	140.95
70708	INTEGRATED SYSTEMS CORPORATION	07/10/2023	3,000.00
70709	JIM'S CLOTHING	07/10/2023	379.90
70710	JMC COMPUTER SERVICE INC	07/10/2023	9,022.86
70711	KEMPS LLC (DBA CASS-CLAY CREAM	07/10/2023	1,308.70
70712	LAC QUI PARLE COOP OIL	07/10/2023	2,811.31
70713	MAHS	07/10/2023	60.00

Check Nbr	Vendor Name	Check Date	Check Amount
70714	M A S A	07/10/2023	499.00
70715	MASA/MASE	07/10/2023	1,465.00
70716	MASBO	07/10/2023	110.00
70717	MASC	07/10/2023	85.00
70718	MASP	07/10/2023	40.00
70719	MASSP	07/10/2023	870.00
70720	MESPA	07/10/2023	972.00
70721	MOBYMAX	07/10/2023	1,659.00
70722	MREA	07/10/2023	1,717.00
70723	MSBA/MASA POLICY SERVICE	07/10/2023	6,431.00
70724	NEW DOMINION SCHOOL	07/10/2023	3,653.36
70725	NORTHLAND TRUST SERVICES INC	07/10/2023	382,443.13
70726	OLSON SANITATION LLC	07/10/2023	1,172.30
70727	OUTLAW GRAPHIX	07/10/2023	1,256.02
70728	Vendor Continued Check	07/10/2023	0.00
70729	PERFORMANCE FOODSERVICE-MARSHA	07/10/2023	12,561.50
70730	RENAISSANCE LEARNING INC	07/10/2023	12,776.00
70731	RIDDELL/ALL AMERICAN SPORTS CO	07/10/2023	8,571.65
70732	RSCHOOLTODAY-DISTRIBUTED WEBSI	07/10/2023	3,583.00
70733	SANTANDER LEASING LLC	07/10/2023	51,677.00
70734	SCHOLASTIC BOOK FAIRS	07/10/2023	14.38
70735	SFM	07/10/2023	13,901.00
70736	SKYWARD INC	07/10/2023	12,470.00
70737	SOUTHERN MINNESOTA INSPECTION	07/10/2023	7,575.00
70738	THE MCDOWELL AGENCY INC	07/10/2023	41.00

Check Nbr	Vendor Name	Check Date	Check Amount
70739	TIM'S FOOD PRIDE	07/10/2023	347.42
70740	TITAN MACHINERY	07/10/2023	1,613.49
70741	WAGER CHIROPRACTIC P.L.L.C.	07/10/2023	150.00
70742	WARD, HOLLY L	07/10/2023	97.08
54	Computer	Check(s) For a Total of	553,599.38

INDEPENDENT SCHOOL DISTRICT NO. 378

TREASURER'S REPORT TO SCHOOL BOARD

DATE: JULY 9, 2023

MONTH: JUNE 2023

FUNDS	BEGINNING OF MONTH BAL.	CURRENT MONTH ACTIVITY	OTHER	END OF MONTH BALANCE
GENERAL	-\$136,966.78	-\$275,021.56	\$0.00	-\$411,988.34
FOOD SERVICE	\$143,554.20	-\$236.96	\$0.00	\$143,317.24
COMMUNITY SERVICE	\$44,527.54	-\$43,166.43	\$0.00	\$1,361.11
BUILDING/CONST	-\$145,101.69	-\$12,836.58	\$0.00	-\$157,938.27
DEBT REDEMPTION	\$620,623.51	\$25,552.91	\$0.00	\$646,176.42
TRUST AND AGENCY	\$4,750.00	\$0.00	\$0.00	\$4,750.00
TOTALS	\$531,386.78	-\$305,708.62	\$0.00	\$225,678.16

RECONCILIATION WITH BANK STATEMENT

BALANCE PER BANK STATEMENT	LESS OUTSTANDING CHECKS	LESS OUTSTANDING RECEIPTS	LESS INTERST ON B.S.	ADD INSUFFICIENT FUNDS CHECKS	ADD-OTHER	BALANCE AGREES W/ TREASURER'S
\$305,816.85	-80,138.69					\$225,678.16

INVESTMENTS

REGULAR FUND-600216	CERTIFICATE NUMBER	DOLLAR AMOUNT
MSDLAF		\$0.00
MSDMAX		\$0.00
MNTRUST		\$1,303,057.38
TOTAL		\$1,303,057.38

Hiring of Chelsie Bothun, Administrative Assistant to the HS Principal, effective 7/17/2023

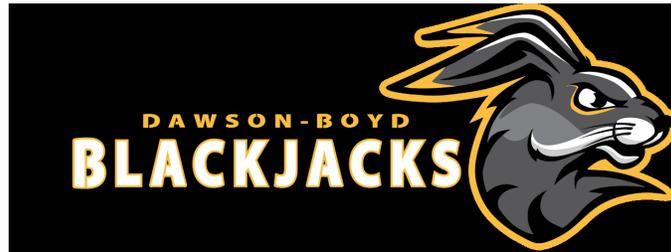
Hiring of Camey Maland, Food Service Director, effective July 10, 2023

Hiring of Daniel Maland, Food Service Head Cook, effective July 10, 2023

Resignation of Melissa Grussing, Kitchen staff, effective July 7, 2023

Resignation of Amy Rasmussen, Food Service Director, effective July 7, 2023

Maternity leave for Kallie Blascyk from December 14, 2023-March 4, 2024



# Board Meeting Notes

Tony Aafedt - Activities/Comm Ed/Transportation Director

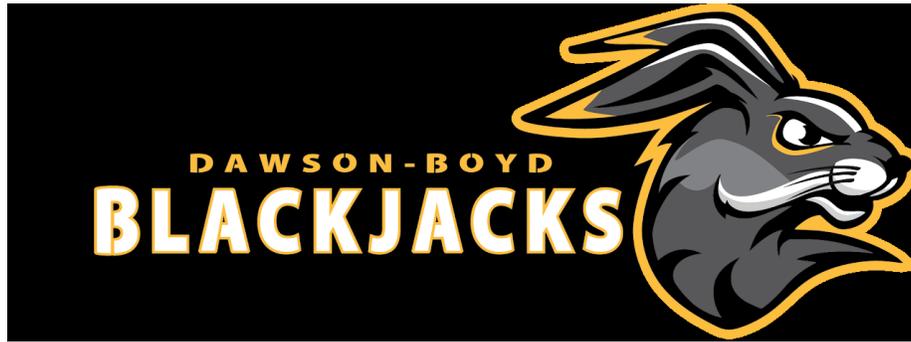
Notes for July 2023 Board Meeting

**1. Agenda Items:**

- a. MSHSL Resolution for membership: Must be signed by the board chair and Superintendent.
- b. MSHSL [More than a Partnership Video](#)
- c. Approve [2023-24 Athletic Fees](#)
- d. Approve [2023-24 Gate Fees](#)
- e. Approve [Preschool Fees](#)

**2. AD/CE/Trans Discussion items**

- a. AD
  - i. Parent Meeting: Monday, August 7th in the commons.
  - ii. [HUDL Focus - Youtube](#)
- b. Community Ed
  - i. Blackjack Babies has been given a 4 Star rating from [Parent Aware](#) - this is kind of a big deal.
- c. Transportation: Challenge, Ed Express, Summer Rec
  - i. 2022-23 Bus Report



## Amy Hiedeman - Elementary Principal

Notes for July 2023 Board Meeting - 7.10.2023

- Summer happenings - at Stevens Elementary:
  - Education Express went very well - well attended
    - June 12-29 - M-Th 8:45-11:30 (not June 19)
    - Special thank you to Chelsea Ludvigson, Jeri Popma, Christina Wolner, and Pam Lonnquist (and others who are helping to sub throughout)
  - Summer Challenge Program - again - well attended
    - 3 weeks each month
    - Wolf Pack theme
    - 3 programs - girls, boys, and MS/HS level
    - T, W regular program; Th special events
  
- Update on happenings for Miss Hiedeman the last month:
  - Literacy Learning for Leaders (through U of MN)
  - Training on the new financial system for grants - Title; MEGS
  - Outing with AR Incentive Earners - Sioux Falls - Awesome day with the girls - watch the paper for a write up!
  - Literacy Leaders Toolkit: Implementing the Science of Reading - Marshall, June 21
  - Reading through legislative updates
  - Hiring and posting positions
  - "Enjoying" some time off - knee surgery - June 27th
  
- July Happenings
  - Hiring and trying to fill positions
  - Handbook updates
  - Gearing up for 2023-2024 school year

**Board Meeting Notes**  
**Dawson-Boyd High School**  
**July 10, 2023**

Proposed changes to high school handbook - full handbook shared soon for approval in August.

- Passengers in vehicles during lunch
- Updated cell phone language - not to be seen in the classroom (including locker rooms).
- Backpacks not allowed during school day - must remain in lockers.
- Missing work language updated - missing work emailed every Tuesday to parents.
- Updated dress code language.
- Fees will be updated when approved by the board.

Had our second Emergency Action Plan committee meeting on June 26. We will continue to develop this plan and meet a few times after the plan is complete.

Last of the new furniture will be in place soon for the Art room and two other classrooms needing new tables/chairs.

Thanks and appreciation to Tony, Carrie and all the others who helped run summer recreation activities this summer!



## Superintendent's Report July 10, 2023

Dear Dawson-Boyd Public Schools Community,

I am writing to you today with an overwhelming sense of gratitude and joy as I introduce myself as the new Superintendent of this incredible district. It is an honor to join a community that values education, embraces the arts, activities, athletics, academics, and holds the belief that our small schools offer big opportunities.

First and foremost, I want to express my heartfelt appreciation to the entire Dawson-Boyd community for the warm welcome I have received. From the moment I stepped foot in this remarkable district, I've been struck by the kindness, passion, and dedication that permeates every corner of this close-knit community.

One of the things that excites me most about joining Dawson-Boyd Public Schools is the commitment to a well-rounded education that includes the arts, activities, athletics, and academics. I firmly believe that a comprehensive educational experience fosters creativity, critical thinking, and personal growth. I am eager to work collaboratively with students, teachers, staff, parents, and the board to cultivate an environment that encourages exploration and nurtures each student's unique talents.

In this small school setting, we have the privilege of providing personalized attention and support to our students. Our close community fosters meaningful connections and allows us to truly know each student as an individual. It is within this environment that big opportunities arise. Whether it be through innovative academic programs, exciting extracurricular activities, or community partnerships, we are committed to empowering our students to reach their highest potential.

Furthermore, I believe that a strong school community extends beyond the boundaries of our classrooms. Dawson-Boyd Public Schools is fortunate to be part of a vibrant and engaged

community. I look forward to collaborating with local organizations, businesses, and families to strengthen our ties and enhance the educational experience for all.

During my transition to Dawson-Boyd and in the first week, I have had the opportunity to meet and collaborate with amazing people.

- My introduction to Blackjack athletics was the final boys basketball game of the season. It was incredible to watch our Blackjacks fans cheer on players and coaches in a standing room only crowd. Although the game didn't end the way any of us had hoped, it was equally incredible to watch young men put their hearts and souls into the game. Mr. Larson coached a hard fought game and modeled compassion as he comforted and encouraged disappointed young men after the game.
- I also had the opportunity to attend the Wedding Singer. The talent on our stage was strong. It was encouraging to see so many artists whom I had watched on the basketball court just a short time before. The efforts of so many volunteers to construct sets and costumes is impressive. Mr. and Mrs. Hurley and Mr. Lehne's dedication to the craft of musical theatre was evident in such a strong production. Again, the community's support for our talented artists was palpable.
- Of course, I followed Blackjacks robotics. I enjoyed the opportunity to meet students, staff, volunteers, and community members during the fundraiser for nationals. The pulled pork sandwiches were perfect! Listening to students explain the role they played in the team, problem-solving strategies used, and their excitement for the trip to nationals was a highlight. I had the opportunity to follow the trip to nationals, thank you to the adults who kept the community informed through social media. The trip to the state tournament was icing on the cake of a tremendous season!
- I've enjoyed meeting district staff, board members, and community leaders as I virtually joined committee meetings, task force meetings, curriculum cycle meetings, and observed school board meetings. I was grateful to attend the special board meeting on June 28, 2023 for the adoption of the budget. Thank you so very much to Stacy Stratmoen for her hard work and dedication to balance this budget! Thank you also to board members who had great questions and are clearly engaged in the process to understand our finances in an effort to support the outstanding achievement of students in our district.
- My first week has been spent setting up opportunities to listen, beginning with conversations with board members and administrators. I'm looking forward to opening my door to conversations with each staff member in our district as well. I'm also working toward meeting and listening to members of our Dawson-Boyd communities. It is through each of these conversations that I will be able to round out my entrance plan in a manner that reflects the wants and needs of our students, families, and staff as we guide the district into the 23-24 school year and beyond.

As your Superintendent, my door is always open. I welcome your ideas, feedback, and aspirations for our district. Together, let us continue to build upon the rich traditions of Dawson-Boyd Public Schools while embracing new opportunities for growth and excellence.

I am both humbled and excited to embark on this journey with you. With unwavering dedication and a shared vision, I am confident that we will achieve great things for our students and community.

Gratefully yours,

Holly Ward  
Superintendent  
Dawson-Boyd Public Schools

# 2023-2024 Board Reorganization

## Board Positions

_Bruce Lund_____	Board Chairman
_Tonya Kelly_____	Clerk
_Cameron Jurgenson_____	Vice Chairman
_Brett Buer_____	Treasurer

## School Board Oath

## Board Member Salaries

_\$50_____	Board Member's salary per meeting
_\$175_____	Officers Salary (Treasurer)
_\$275_____	Officers Salary (Clerk)
_\$225_____	Officers Salary (Chairman)

## Committee Appointments

_Buer_____	Representative to the MRVED
_Jurgenson & Schindler_____	Representatives on the cooperative sponsorship committee
_Lund/Jurgenson/Marotzke_____	Committee to negotiate with certified employees
_Perkins/Kelly/Schindler_____	Committee to negotiate with classified employees
_Schindler_____	Community Ed Advisory Board Representative
_Perkins_____	Staff Development Committee
_Lund_____	Health & Safety Committee
_Kelly_____	Curriculum & Achievement Committee
_Jurgenson_____	MSHSL Representative
_Perkins/Kelly/Buer_____	Policy Review Committee
_Lund/Kelly/Marotzke_____	Personnel Committee
_Buer/Jurgenson/Lund_____	Finance and Facilities Committee



## 2023-2024 FISCAL/LEGAL ORGANIZATION TASKS

### **\*OFFICIAL BOARD BUSINESS\***

1. Establish Official 2023-2024 Newspaper \_\_\_\_\_  
(2022-2023 Newspaper: Dawson Sentinel)
2. Establish Official 2023-2024 Depositories \_\_\_\_\_  
(2022-2023 Depositories: Greater Community Credit Union,  
PMA MN Trust)
3. Establish Official 2023-2024 Legal Counsel \_\_\_\_\_  
(2022-2023 Counsel: Pemberton Law & Rick Stulz)
4. Establish 2023-2024 Regular Meeting Date/Time \_\_\_\_\_  
(2022-2023 Date/Time: 2<sup>nd</sup> Monday-6:00 p.m.)
5. Establish 2023-2024 Substitute Hourly Rates of Pay: \_\_\_\_\_  
(2022-2023 Rates: Secretarial/Clerical \$12.99  
Custodial/Maint/Kitchen \$12.77  
Paraprofessional \$12.77 School Nurse \$20.00  
Substitute Teacher \$135.00)
6. Establish 2023-2024 Activity Admission Prices \_\_\_\_\_  
(2022-2023 Rates: Students \$1.00, Seniors: \$4.00  
Adults: \$6.00, Annual Adult pass: \$40.00,  
Senior Citizen pass: \$40.00, Adult punch card \$55.00)
7. Establish 2023-2024 Student Meal Prices: \_\_Set by State)\_\_\_\_  
(Student: set by state, Adult and extra meal \$5.00)

**8. Establish 2023-2024 Student Activity Fees: \_\_\_\_\_  
(2022-2023 See attached fee schedule)**

**9. Secure 2023-2024 Screening & Other Services \_\_\_\_\_  
(2022-2023 ntryside Public Health)**

**10. Authorize the district treasurer/designee to  
Invest District funds as deemed to be in the best  
Interest of the district. Authorize Business Manager  
and/or Superintendent to make financial wire  
transfers \_\_\_\_\_**

**11. Authorize auditing firm to conduct the FY '23  
Audit/perform school accounting procedures \_\_\_\_\_  
(FY '22 Audit: Dana F. Cole & Company)**

**12. Approve Superintendent Holly Ward to act as  
IOwA with authority and HR Director Tara Bachmeier  
Act as the IOwA to add and remove names only for  
Dawson-Boyd Public School District #378 \_\_\_\_\_**

**Hutt Oil Co., Inc.**  
**PO Box 248**  
**Boyd, MN 56218**  
**320-855-2507**

July 7, 2023

To: Dawson Boyd School District

Re: Fuel Bid

Please accept this as our written bid for the school year 2023-2024 for petroleum products.

Hutt Oil Co., Inc. bids \$.05 off the posted price for the 2023-2024 school year. Please call if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "David Hutt". The signature is written in a cursive style with a large, stylized "D" and "H".

David Hutt, Owner

Hutt Oil Co., Inc.

320-841-0322



June 23rd, 2023

ISD 378 Dawson-Boyd Public School  
Mr. Troy Ferguson, Interim Superintendent  
848 Chestnut Street  
Dawson, MN 56232

RE: 2023-2024 Petroleum Bids

Lac Qui Parle Co-op Oil Company is pleased to submit a bid for your petroleum requirements for the 2023-2024 school year.

We will discount from the posted pump price the following discounts:

SUL Gasoline	\$.12 cents per gallon
Clear #1 Diesel	\$.12 cents per gallon
Clear #2 Diesel	\$.12 cents per gallon

Please remember our facility is open seven days per week for your fueling needs from 6:00 a.m. until 9:00 p.m. If required, we also have 24-hour Cardtrol Pumps to access products by credit card after hours. We would be happy to supply our local credit card that allows those charges to appear on your monthly statement.

We would be happy to answer any questions regarding this proposal and look forward to providing your petroleum needs for another year.

Thank you for the opportunity to bid these products,

A handwritten signature in blue ink, appearing to read 'Corey Reiffenberger', is written over the printed name.

Corey Reiffenberger  
CEO  
LQP Coop Oil

536 Oak Street  
Dawson, MN 56232  
(320) 769-4308

## **ISD 378-DB Schools ACH Origination Agreement**

This Agreement dated the [REDACTED] day of [REDACTED], 2023 is by and between ISD 378-DB Schools (the “Company”) and Dawson Co-op Credit Union (the “Financial Institution”).

The Company has requested that the Financial Institution permit it to initiate debit and credit entries to accounts maintained at the Financial Institution and other financial institutions by means of the Automated Clearing House (the “ACH”) Network. The Financial Institution has agreed to do so on the terms of this Agreement.

The Company and the Financial Institution agree as follows:

1. **Definitions.** Unless defined in this Agreement, capitalized terms shall have the meanings provided in the *NACHA Operating Rules* (as defined below):
  - a. Rules means the Rules of the National Automated Clearing House Association (NACHA) and Appendices to the Rules of NACHA, as amended from time to time.
  - b. Effective Entry Date is the date specified by the originator on which it intends a batch of Entries to be settled.
  - c. Entry has the meaning given in the Rules, except that it shall also include an “On-Us Entry.”
  - d. On-Us Entry means a debit or credit Entry to an account maintained at the Financial Institution.
  - e. Online refers to use of the Internet website designated by Financial Institution used to transmit or receive electronic transactions, instructions, notices or other communication but does not include transmissions by telephone, fax, in person, regular mail, express mail or e-mail.
2. **Applicable Agreements.** This Agreement governs the Company’s use of ACH Origination. The Company’s access to and use of the Financial Institution’s online services shall be governed by the applicable electronic access agreement(s), as amended from time to time, between the Company and the Financial Institution. In the event of conflict between this Agreement and any other Agreement with the Financial Institution, this Agreement shall prevail, unless otherwise provided herein.
3. **Compliance with the Rules and Applicable Law.** The Company’s rights and obligations with respect to any Entry are governed by the Rules, this Agreement and applicable law. The Company acknowledges receipt of a copy of, or availability of, the Rules. The Rules may also be purchased by contacting the Financial Institution. The Company agrees to be bound by the Rules. The Company represents and warrants that it will comply with the Rules, United States laws, and other applicable laws, regulations and regulatory requirements and that it will not transmit any Entry or engage in any act or omission that violates or causes Financial Institution to violate the Rules, applicable laws, regulations or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control (OFAC), sanctions or executive orders. Financial Institution may terminate or suspend this Agreement upon written notice and identification of a material breach by Company of the Rules. Furthermore, Financial Institution shall have the right to initiate an audit of Company procedures for compliance with this Service Agreement and the Rules, upon written notification to Company.
4. **Transmittal of Entries and Physical and Electronic Security Procedures**
  - a. The Company shall transmit any and all debit or credit Entries designated in **Schedule D** to the Financial Institution in accordance with the Rules and this Agreement. The Company shall comply with the security procedures described in **Schedule B** to this Agreement. The Company acknowledges that the security procedures are for verification of authenticity and not to detect errors in the transmission or content of the Entry. No security practice or procedure for the detection of any such error has been agreed upon between the Financial Institution and the Company. Company authorizes Financial Institution to follow any and all instructions entered and transactions initiated using applicable security procedures unless and until Company has notified Financial Institution, according to notification

procedures prescribed by Financial Institution, that the security procedures or any security device has been stolen, compromised, or otherwise become known to persons other than user(s) and until Financial Institution has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of a transaction using applicable security procedures constitutes sufficient authorization for Financial Institution to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company's deposit account maintained with Financial Institution, and Company agrees and intends that the submission of transaction orders and instructions using the security procedures shall be considered the same as Company's written signature in authorizing Financial Institution to execute such transaction. Company acknowledges and agrees that Company shall be bound by any and all Entries initiated through the use of such security procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by user(s), to the fullest extent allowed by law. Company may not reinitiate Entries except as prescribed by the Rules.

- b. The Company shall prevent and safeguard against unauthorized transmissions, disclosures and access to the following (all of which are referred to herein as "Security-related Items"): information (including but not limited to security procedures, instructions, passwords and user identifications), systems and equipment that interface with, connect to or allow access to the Financial Institution, its information, systems and equipment. The Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-related Items. Such practices, techniques and procedures shall be no less than the Security-related Items requirements set forth in this Agreement and in the Rules.
- c. Without limiting the foregoing, the Company warrants that no individual will be allowed to initiate transfers without proper supervision. If the Company suspects, knows, believes or has reason to believe that an unauthorized individual has transmitted or attempted to transmit one or more Entries or that the security procedures or other Security-related Items have otherwise been compromised, the Company agrees to immediately notify the Financial Institution and agrees that any Entry received by the Financial Institution before or within a reasonable time after such notice to the Financial Institution shall be treated as authorized by the Company.
- d. The Company is solely responsible for providing and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession or under Company's control. The Financial Institution is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at the Company's own discretion and risk, and the Financial Institution is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. The Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to the Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on the Company's operating systems. The Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on the Company's operating systems or accessed through an Internet connection.
- e. The Company acknowledges and agrees that it is the Company's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud

commonly referred to as “phishing” and “pharming”). The Company agrees to educate user(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. The Company acknowledges that Financial Institution will never contact the Company by e-mail in order to ask for or to verify account numbers, security devices, or any sensitive or confidential information. In the event the Company receives an e-mail or other electronic communication that the Company believes, or has reason to believe, is fraudulent, the Company agrees that neither Company nor its user(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. The Company agrees that the Financial Institution is not responsible for any losses, injuries, or harm incurred by the Company as a result of any electronic, e-mail, or Internet fraud.

- f. In the event of a breach of the security procedure, the Company agrees to assist the Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Financial Institution or the Financial Institution’s agent access to Company’s hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the security procedure. The Company further agrees to provide to the Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by the Company, the Company’s agents, law enforcement agencies, or any other third party. Failure of the Company to assist the Financial Institution shall be an admission by the Company that the breach of the security procedure was caused by a person who obtained access to transmitting facilities of the Company or who obtained information facilitating the breach of the security procedure from the Company and not from a source controlled by the Financial Institution.
- g. Financial Institution reserves the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any security device, at any time and from time to time in Financial Institution’s discretion. Financial Institution will endeavor to give Company reasonable notice of any change in security procedures; provided that Financial Institution may make any change in security procedures without advance notice to Company if Financial Institution, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Financial Institution’s systems and assets. Company’s implementation and use of any changed security procedures after any change in security procedures shall constitute Company’s agreement to the change and Company’s agreement that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended.

5. **Third-Party Service Providers.** Company may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder (“Service Provider”). If Company uses Service Provider to transmit Files to Financial Institution and Company and Service Provider have not entered into a Third-Party Service Provider Agreement, Company (a) agrees that Service Provider is acting as Company’s agent in the delivery of Files to Financial Institution, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Financial Institution will not be liable for any losses or additional costs incurred by Company as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Company is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Financial Institution’s sole responsibility shall be to transmit Financial Institution approved transactions to the ACH Operator and Financial Institution shall not have any responsibility for any File handled by Service Provider until that point in time when Financial Institution accepts and approves a File from such

Service Provider for processing. If Financial Institution authorizes Company to use a Service Provider, the terms and conditions governing the relationship between Company and the Service Provider shall be governed by a separate agreement between Company and Service Provider (“Service Provider Agreement”). All of

Company's obligations and responsibilities under this Agreement will apply to the Service Provider, and Company's separate agreement with the Service Provider must so provide. At Financial Institution's request, Company will provide to Financial Institution a true and exact copy of such agreement. Company shall designate the Service Provider as a user and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Financial Institution. Notwithstanding the foregoing, Company hereby authorizes Financial Institution to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a user or if the Third-Party Service Provider has not executed the Service Provider Agreement. Company hereby indemnifies and holds Financial Institution harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Financial Institution or any other person as a result of or arising from Company's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

6. **Company's Representations, Warranties and Agreements.** The Company represents and warrants that each Entry provided to the Financial Institution complies in all respects with the Rules and this Agreement. The Company acknowledges and agrees that, pursuant to the Rules, the Financial Institution makes certain warranties to the ACH Operator and other Financial Institutions and that such warranties are made in reliance on: (i) the representations and warranties of the Company, including but not limited to those contained in this section of this Agreement and (ii) Company's agreement to be bound by the Rules and applicable law. The Company shall indemnify the Financial Institution against any claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) resulting directly or indirectly from, related to or arising out of: (i) any breach of the Company's warranties or this Agreement; (ii) Company's failure to exercise ordinary care in connection with its duties hereunder; (iii) any action by the Receiving Depository Financial Institution ("RDFI") upon an unauthorized or erroneous Entry initiated by the Company; (iv) any actions by a Service Provider or agent of the Company that results in a breach of this Agreement by the Company; (v) to the extent that it involves the Financial Institution, any litigation by an ACH Operator, an RDFI or any Company receivers asserting noncompliance on the Company's part with the Rules, laws, regulations or regulatory requirements. Without limiting the foregoing, the Company warrants:
- a. Each Entry is authorized pursuant to the Rules and the authorization has not been revoked;
  - b. Each authorization is clear and readily understandable by the receiver;
  - c. Copies of authorizations will be made available when requested by the Financial Institution;
  - d. Each credit Entry is timely and accurate;
  - e. Each debit Entry is for a sum which, on the Settlement Date will be due and owing to the Company from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit Entry;
  - f. No Entry has been reinitiated in violation of the Rules;
  - g. If the Company generates RCK, POP, BOC, ARC, WEB, TEL or IAT Entries, all the special warrantees that apply in **Schedule D** have been complied with;
  - h. If the Company originates Same Day ACH Entries, the special warrantees that apply in **Schedule F** have been complied with;
  - i. The Company has used commercially reasonable procedures to verify that all information contained in an Entry, including but not limited to routing numbers, is accurate and valid; and,

- j. This Agreement has been duly and properly authorized by the Company, the party executing this Agreement is properly authorized on behalf of the Company to execute this Agreement on its behalf, and this Agreement is enforceable by the Financial Institution in accordance with its terms.
7. **Financial Institution Obligations.** Subject to Section 8 of this Agreement, the Financial Institution shall, in accordance with the Rules, process, transmit and settle for any Entry. The Financial Institution shall have no obligation to transmit an Entry if the Company fails to comply with the Rules or any terms of this Agreement. Financial Institution shall rely on any and all information it receives from an authorized representative of the Company, as set forth in **Schedule E**, and any person the Financial Institution, in good faith, reasonably believes to be acting on behalf of the Company, whether or not such person was authorized by the Company.
8. **Payment for Credit Entries and Returned Debit Entries; Company's Account.** Company agrees to pay for all credit Entries issued by Company, user(s), or credit Entries otherwise made effective against Company. Company shall make payment to Financial Institution on the date as determined by Financial Institution in its sole discretion. Company shall pay Financial Institution for the amount of each debit Entry returned by an RDFI or debit Entry dishonored by Financial Institution. The Company will maintain a deposit account (the "Account") with the Financial Institution at all times during the term of this Agreement. The Company shall at all times maintain a balance of available funds in the Account sufficient to cover the Company's obligations under this Agreement. If collected balances in the Account are insufficient to cover the aggregate amount of Entries, the Financial Institution shall have no obligation to transmit such Entries. The Company authorizes the Financial Institution to debit its Account or any other account maintained at the Financial Institution for any amount it owes the Financial Institution as a result of this Agreement.
9. **Prefunding.** The Financial Institution reserves the right to require the Company to pre-fund an account maintained at the Financial Institution prior to, or in the case of a Same Day ACH Entry, on the Settlement Date established from time to time by the Financial Institution. The Financial Institution will communicate directly to the Company if pre-funding is required and, if requested by the Company, will provide the Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, the Company will provide immediately available and collected funds sufficient to pay all Entries initiated by the Company (a) not later than 8:00 a.m. local time **2 Banking Days** before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.
10. **Credit Approval and Exposure Limits.** In utilizing the ACH in performance of this Agreement, Financial Institution must make certain warranties on behalf of Company. Specifically, Financial Institution is charged with assuring the financial soundness of Company to make the intended Entries. Financial Institution must approve all ACH Agreements and may request financial information from Company and/or a separate credit agreement. Financial Institution shall also be authorized to obtain a credit report(s) on Company as may be necessary from time to time. Financial Institution may also assign Company a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day ("Exposure Limit"). Company acknowledges that the ACH Exposure Limit is used for the protection of Financial Institution and its assets. Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Financial Institution. Requests not honored would be communicated to the Company or the Company's designated representative. The Company shall comply with the Exposure Limits as set forth in **Schedule A**. Such limits may be modified from time to time by Financial Institution at its sole discretion with notice to the Company.
11. **Prohibited Transactions.** Company agrees not to use or attempt to use the services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Financial

Institution has no obligation to monitor Company's use of the services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.

12. **Security Interest.** To secure the payment and performance of Company's obligations set forth herein, Company grants to Financial Institution a security interest in and pledges and assigns to Financial Institution all of Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Financial Institution's custody or control; (b) any other collateral described in any security instrument securing the obligations of Company to Financial Institution under this Agreement or any other obligation of Company to Financial Institution; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.
13. **Cancellation or Amendment of an Entry.** The Company shall have no right to cancel or amend any Entry after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with this Agreement, including the security procedures described in **Schedule B** to this Agreement. The Financial Institution shall have no liability if it fails to effect the cancellation. Company shall reimburse, indemnify and hold harmless the Financial Institution for any expenses (including attorneys' fees), losses or damages the Financial Institution incurs in effecting or attempting to effect Company's request for the cancellation of an Entry.
14. **Rejection of Entries.** The Financial Institution may reject any Entry, including an On-Us Entry, that does not comply with the requirements of the Rules or this Agreement, specifically including **Schedule A** and **Schedule B** of this Agreement and may reject any Entry if the Company is not otherwise in compliance with the terms of this Agreement or the Rules. The Financial Institution shall notify the Company in accordance with **Schedule A** of such rejection no later than the business day such Entry would otherwise have been transmitted by the Financial Institution to the ACH Operator or, in the case of an On-Us Entry, the day before its Effective Entry Date. Notices of rejection shall be effective when given. The Financial Institution shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
15. **Provisional Credit Notice.** In the case of a credit Entry, credit given by the RDFI for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the receiver in the amount of the credit to the receiver's account, and Company will not be considered to have paid the amount of the credit Entry to the receiver.
16. **Reversals.** The Company may reverse a File or Entry pursuant to the Rules. If the Company reverses an Entry or File, the Company shall indemnify the Financial Institution against any claim, alleged claim, demand, loss, liability or expense (including attorney's fees) resulting directly or indirectly from such reversal.
17. **Error Detection.** Financial Institution has no obligation to discover and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the receiver, or an intermediary or an RDFI or for errors in the amount of an Entry. Financial Institution shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it shall notify the Financial Institution of such error. The Financial Institution will make its best efforts to correct the error. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold Financial Institution harmless

from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Financial Institution as result of the error or issuance of duplicate Entries.

18. **Notice of Returned Entries and Notifications of Change.** The Financial Institution shall notify the Company in accordance with **Schedule A** of the receipt of a returned Entry or Notification of Change (NOC) from the ACH Operator no later than one Business Day after the Business Day of such receipt. The Financial Institution shall have no obligation to retransmit a returned Entry if the Financial Institution complied with the terms of this Agreement with respect to the Entry.
19. **Entries Returned as Unauthorized.** In the event that an Entry is returned as unauthorized or authorization revoked, the Company will contact the necessary parties and resolve any dispute. During this process, the Company may ask the Financial Institution to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Financial Institution will make its best effort to obtain the form and will deliver it to the Company when received. Company agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless the customer reauthorized the Entry or Entry stream.
20. **Unauthorized Rate in Excess of 0.5%.** In the event the rate of unauthorized transactions exceeds 0.5% based on the calculations noted in the Rules, the Company will share the data requested by the Financial Institution based on the Rules and will immediately begin the process of bringing the rate below 0.5%.
21. **Administrative Returns.** In the event the rate of administrative returns exceeds 3% for any two calendar months or 60-day period, the Company will share any data requested by the Financial Institution based on the Rules. If it is determined that remediation is necessary the Company will develop a plan to reduce that figure to under 3%.
22. **Overall Return Rate.** In the event that the overall rate of returns is greater than 15% (excluding RCK Entries) for any two calendar months or 60-day period, the Company will share any data requested by the Financial Institution based on the Rules. If it is determined that remediation is necessary the Company will develop a plan to reduce that figure to under 15%.
23. **Periodic Statement.** The periodic statement issued by the Financial Institution for the Company's Account will reflect Entries credited and debited to the Company's Account. The Company agrees to notify the Financial Institution within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement. If the Company fails to notify the Financial Institution of any such discrepancy within thirty (30) days after receipt of such periodic statement, the Company shall be precluded from asserting any claim against the Financial Institution arising from such discrepancy.
24. **Fees.** The Company agrees to pay the Financial Institution for services provided under this Agreement in accordance with the schedule of charges set forth in **Schedule C**. The Financial Institution may change its fees from time to time in its sole discretion upon notice to the Company.
25. **Financial Information and Audit.** The Financial Institution may from time to time request information from the Company in order to evaluate a continuation of the service to be provided by the Financial Institution hereunder and/or adjustment of any limits set by this Agreement. The Company agrees to provide the requested financial information immediately upon request by the Financial Institution, in the form required by the Financial Institution. The Company authorizes the Financial Institution to investigate or reinvestigate at any time any information provided by Company in connection with this Agreement or the service. Upon request by the Financial Institution, the Company hereby authorizes the Financial Institution to enter the Company's business

premises for the purpose of ensuring that the Company is in compliance with this Agreement and Company specifically authorizes the Financial Institution to perform an audit of the Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology

infrastructure. The Company hereby acknowledges and agrees that the Financial Institution shall have the right to mandate specific internal controls at the Company's location(s) and Company shall comply with any such mandate. In addition, the Company hereby agrees to allow the Financial Institution to review available reports of independent audits performed at the Company location related to information technology, the service and any associated operational processes. The Company agrees that if requested by the Financial Institution, the Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Financial Institution in an audit of Company. If the Company refuses to provide the requested financial information, or if Financial Institution concludes, in its sole discretion, that the risk of the Company is unacceptable, if the Company violates this Agreement or the Rules, or if the Company refuses to give the Financial Institution access to Company's premises, Financial Institution may terminate the service and this Agreement according to the provisions hereof.

26. **Liability.** In the performance of the services required by this Agreement, the Financial Institution shall be entitled to rely solely on the information; representations and warranties provided by the Company pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, the Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those services. In no event shall the Financial Institution have any liability for any consequential, special, incidental, punitive or indirect damages the Company may incur or suffer in connection with this Agreement whether or not the likelihood of such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability the Company may assert. Without limiting the foregoing, the Financial Institution shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond the Financial Institution's control. To the extent allowed by law, the Financial Institution shall not be liable for and shall be excused from failing to transmit or any delay in transmitting an Entry (i) if such transmittal would result in the Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in the Financial Institution's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any Rule, law, regulation or regulatory requirement; or (iv) if processing an Entry, in the Financial Institution's sole discretion, would cause it to engage in an unsafe and unsound practice.
27. **Credit and Debit Entries; Record Retention.** The Company shall obtain an authorization as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by the Company and the Company shall retain the authorization while it is in effect for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, the Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules.
28. **Rules Enforcement.** In the event that a Report of Possible Rules Violation is filed on the Company, the Company will take appropriate steps to correct the problem within the time frames suggested by the Financial Institution. In the event that a fine is levied against the Financial Institution for a violation of the Rules, the Company agrees to make the Financial Institution whole for the value of the fine.
29. **Inconsistency of Name and Account Number.** The Company acknowledges and agrees that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person different from the named receiver, and the Company's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances.

30. **Miscellaneous.** The Financial Institution may amend the terms of this Agreement from time to time upon thirty (30) days' written notice to the Company. Financial Institution may terminate this Agreement at any time for any reason, in its sole discretion, without liability. The Company may terminate this Agreement upon ten (10) days' written notice to the Financial Institution except that the Company may terminate the Agreement immediately if the terms of the Agreement are materially breached by the Financial Institution. Any termination of this Agreement shall not affect any of the Financial Institution's rights and the Company's obligations with respect to Entries initiated by the Company prior to the effective time of such termination, or the payment of obligations of the Company with respect to services performed by the Financial Institution prior to the effective time of such termination, or any other obligations that shall survive termination. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement shall survive its termination. The Financial Institution may assign this Agreement or any of its rights and duties hereunder without prior notice to or consent by Company, but the Company may not assign this Agreement or any of the rights or duties hereunder to any person without the Financial Institution's prior written consent. This Agreement shall be governed by and construed in accordance with the law of the state of *Minnesota*. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may be executed by a party by electronic or facsimile transmission of the party's signature, and said electronic or facsimile copy shall have the same force and effect as any originally-signed document delivered in person. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
31. **Recording and Use of Communications.** The Company and the Financial Institution agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. The Financial Institution shall not be obligated to make such recordings.
32. **Data Retention.** The Company shall retain data on Files adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by the Financial Institution as provided herein, and shall provide such data to the Financial Institution upon its request.
33. **Entire Agreement.** This Agreement (including the Schedules, all of which are incorporated herein by reference) is the complete and exclusive statement of the agreement between the Financial Institution and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between the Financial Institution and the Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement, or the Schedules or any agreements governing the Account, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Financial Institution shall incur no liability to the Company as a result of such violation or amendment. No course of dealing between the Financial Institution and the Company will constitute a modification of this Agreement or constitute an agreement between the Financial Institution and the Company regardless of whatever practices and procedures the Financial Institution and the Company may use.
34. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. In the event of a breach of the security

procedure, the Company agrees to assist the Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Financial Institution or the Financial Institution's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the security procedure. The Company further agrees to provide to the Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by the Company, the Company's agents, law enforcement agencies, or any other third party. Failure of the Company to assist the Financial Institution shall be an admission by the Company that the breach of the security procedure was caused by a person who obtained access to transmitting facilities of the Company or who obtained information facilitating the breach of the security procedure from the Company and not from a source controlled by the Financial Institution.

COMPANY

FINANCIAL INSTITUTION

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

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

Its: SUPERINTENDENT

Its: Dawson Co-op Credit Union

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

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

## Schedule A

### Delivery of Files – Standard ACH

- A. **Delivery location:** Electronic Delivery via [www.dawsonco-opcu.com](http://www.dawsonco-opcu.com) website, Secure File Transfer link; Physical Delivery via diskette or other media – Dawson Co-op Credit Union, Dawson.
- B. **Format and content of Entries:** Standard ACH Formant
- C. **Acknowledgement of delivery:** Dawson Co-op Credit Union will acknowledge receipt and verify totals of the File by electronic message, phone call, or use of Delivery Log Sheet. If the totals of a File do not agree with those on the forward transmittal (be it electronic or paper-based) the Financial Institution must notify the Company of the discrepancy. It is the Company’s responsibility to instruct the Financial Institution how to proceed.
- D. **Timing of Delivery:** If the Company is generating consumer credit batches, these must be delivered to the Financial Institution by **12:00 pm** the day before the requested Settlement Date to ensure funds availability at the opening of business on Settlement Date. For all other Files/batches, the final delivery deadline is **3:00 pm** the day before Settlement Date. The Company may deliver Files up to 5 days before the requested Settlement Date. The Financial Institution will hold those Files and process them to settle on the Effective Entry Date listed by the Company.
- Same -Day Delivery:** If the Company is generating Same-Day ACH batches, these must be delivered to the Financial Institution before **12:00 pm for settlement by 4:00 pm. Each file total must be \$25,000 or less.**
- E. **Limits:** The total dollar amount of Entries transmitted by the Company to the Financial Institution on any single day shall not exceed \$ 200,000/semi-monthly; (\$500,000 – June)
- F. **Notice by Financial Institution:** If an Entry is rejected, returned or if a Notification of Change is received, the Financial Institution shall notify the Company phone, fax, or email.

All notices shall be provided to the following addresses for each party:

If to Financial Institution:	If to Company:
Dawson Co-op Credit Union 711 6 <sup>th</sup> ST, PO BOX 1002 Dawson MN 56232  Phone: 320-769-2908 Fax: 320-769-2431	<b><i>ISD 378 – DB Schools</i></b> <b><i>848 Chestnut Street</i></b> Dawson, MN 56232  Phone: 320.312.2303 Fax: 320.769.4502

COMPANY

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

Its: Superintendent

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

## Schedule B Security Procedures

A. The following sets forth the security procedure with which the Company agrees to comply when transmitting or delivering Entries to the Financial Institution:

- ***Company physically delivers ACH File via tape, diskette, paper or other media to the Financial Institution:***
  1. ***Transmittal letter which includes File total, item count, Effective Entry Date and an authorized signature shall be included;***
  2. ***Call back from Financial Institution to a second authorized person at the company to verify the File total and item count before the Entries are processed.***
  
- ***Company uses the Financial Institution's HTTPS (Secure) Website to deliver or drop off ACH Files:***
  1. ***Setup information obtained, Login ID & password created, Multi-factor authentication process prescribed, URL website link provided to customer***
  2. ***A fax transmission, separate e-mail or phone call which includes File total, item count and Effective Entry Date from an authorized person at the company shall be included;***

B. The Company agrees that the security procedure set forth above in Section A is commercially reasonable.

C. If the Company uses any method other than the security procedure set forth above in Section A to communicate, deliver, or transmit an Entry to the Financial Institution, by doing so the Company rejects the security procedure set forth in Section A, chooses an alternative security procedure, agrees that such alternative security procedure may not be found to be commercially reasonable, and agrees to be bound by any Entry, whether or not authorized, that was issued in the Company's name and accepted by the Financial Institution using the alternative security procedure selected by the Company.

COMPANY

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

Its: Superintendent

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

## **Schedule C**

### **Fees**

There is a one-time \$50.00 set up fee for ACH Origination. This fee is due at the initiation of set up.

## **Schedule D**

### **Additional Originator Obligations for Specific Standard Entry Class (SEC) Codes**

*Check the box next to the approved ACH service:*

- PPD – Prearranged Payment or Deposit*
- CCD – Corporate Credit or Debit*

## Schedule E Authorized Representatives

### Authorized Representative List for *ISD 378 – DB Schools*

The undersigned certifies that the individuals listed below are the authorized representatives of this Company for the purposes set forth in the Agreement (“Authorized Representatives”). These Authorized Representatives are authorized to act on behalf of the Company to transmit, add, amend or cancel Entries or communicate with or provide instructions to the Financial Institution concerning the matters governed by the Agreement.

Name (printed)	Signature	Phone Number	Add	Delete	Date
			Check one		

To add or delete Authorized Representatives, the Company shall provide the Financial Institution with a revised **Schedule E** signed by an authorized signor of the Company. Until the Financial Institution receives such revised **Schedule E** and has had a reasonable opportunity to act on it, Financial Institution shall continue to use previously designated Authorized Representatives and rely on all information provided by such Authorized Representatives.

COMPANY

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

Its: SUPERINTENDENT

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

## **Schedule F**

### **Same-Day ACH**

#### **Phased Implementation Approach**

Company understands the Same Day ACH implementation will be spread out over three phases beginning in September 2016. Company realizes that only ACH credits and debits will be eligible to be processed during the two new same-day windows, effective September 15, 2017 and cannot exceed \$25,000. Interbank settlement for same-day ACH Entries will occur at 1:00 p.m. and 5:00 p.m. ET, respectively, for the two new processing windows. Company comprehends that in the first two phases, RDFIs are only required to provide funds availability by the end of its processing day.

#### **Identification of Same Day Transactions via the Effective Entry Date**

Company further understands that Same Day ACH transactions will be identified by *Dawson Co-op Credit Union* by company using the current day's date in the Effective Entry Date field of the Company/Batch Header Record. Company also acknowledges that transactions intended for same-day processing carrying a current day Effective Entry Date will also need to meet the Financial Institution's submission deadline for same-day processing.

#### **Stale or Invalid Effective Entry Dates**

Company recognizes that ACH transactions submitted to an ACH Operator with stale or invalid Effective Entry Dates will be settled at the earliest opportunity, which could be the same day. If the transactions are submitted prior to the close of the second same-day processing window at 2:45 p.m. ET, the Entries will be settled the same day and will be charged based on the fees in Schedule C. If the transactions are submitted to the Financial Institution after 2:45 p.m. ET, the Entries will be settled the next day and the Same Day Entry fee will not apply.

6/28/2023	Take care of negative lunch balances	Ruby's Pantry	\$232.80
6/28/2023	General fund	Casey's Rewards program	\$46.40
6/28/2023	Backpack for Kids	First Prestbyterian Church	\$100.00
6/28/2023	Backpack for Kids	Cross Roads Church	\$150.00

**Approved @ the 7/10/23 mtg.**



**2023-2024 RESOLUTION FOR MEMBERSHIP  
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE  
Membership Renewal Form**

**This form must be completed once for each school in the district.**

**Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.**

**RESOLVED**, that the Governing Board or Entity of \_\_\_\_\_ (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

**FURTHER RESOLVED**, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

**FURTHER RESOLVED**, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

***Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.***

*Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.*

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

**The following is taken from the MSHSL Constitution:**

**208.00 LOCAL CONTROL**

**208.01 Designated School Representatives**  
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

**One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.**

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

**208.02 Designated Activity Representatives**  
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

**208.03 Local Advisory Committee**  
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

\_\_\_\_\_  
Name of School (Please Print)

**208.01 VOTE ON BEHALF OF THE HIGH SCHOOL**

\_\_\_\_\_  
(Designated School Board Member – please print)

\_\_\_\_\_  
(Designated School Representative – please print)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

**208.02 ACTIVITY REPRESENTATIVES**

\_\_\_\_\_  
(Boys Sports – please print)

\_\_\_\_\_  
(Girls Sports – please print)

\_\_\_\_\_  
(Speech – please print)

\_\_\_\_\_  
(Music – please print)

**208.03 LOCAL ADVISORY COMMITTEE MEMBERS**

\_\_\_\_\_  
(Board Member—please print)

\_\_\_\_\_  
(Student—please print)

\_\_\_\_\_  
(Parent—please print)

\_\_\_\_\_  
(Faculty Member—please print)

\_\_\_\_\_  
(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Print Name: \_\_\_\_\_  
(Superintendent or Head of School)

Signed: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Signed: \_\_\_\_\_  
(Superintendent or Head of School)

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

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



DAWSON-BOYD  
**BLACKJACKS**

*Small School. Big Opportunities.*

**Board of Education**

Bruce Lund, Chairman  
Cameron Jurgenson, Vice Chairman  
Brett Buer, Treasurer  
Tonya Kelly, Clerk

**Independent School District 378**

848 Chestnut St  
Dawson, MN 56232  
Holly Ward, Superintendent  
hward@dwby.k12.mn.us / 320-312-3201

**Board of Education**

Lynn Marotzke, Director  
Karla Perkins, Director  
Clint Schindler, Director

## Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: Dawson-Boyd Public School District

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000):

\_\_\_\_\_  
Superintendent or Exec. Director Name: Holly Ward

Will act as the IOwA? X Yes \_\_\_\_\_ No

Board Member Signature:

Name: \_\_\_\_\_

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

## **Dawson-Boyd Public Schools POLICY #102**

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

*Revised* \_\_\_ 10-10-2022

*Revised* \_\_\_ 7-10-2023

### **#102 EQUAL EDUCATIONAL OPPORTUNITY**

#### **I. PURPOSE**

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

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

- A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. Students with disabilities are entitled to a free appropriate public education that includes general education, special education, and/or related aids and services.
- B. The school district prohibits harassment and discrimination of any individual based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of

the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent, or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the Superintendent.

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)  
20 U.S.C. § 1681 et seq. (Title IX of the Education Amendments of 1972)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance)

# **Dawson-Boyd Public Schools Policy #303**

Adopted \_\_\_\_\_

Revised 7-10-2023

## **303 SUPERINTENDENT SELECTION**

### **I. PURPOSE**

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

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

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

### **III. QUALIFICATIONS**

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

### **IV. SELECTION**

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may contract for assistance in the search for a superintendent.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

**Legal References:** Minn. Stat. § 123B.143 (Superintendent)  
Minn. Rules, Chapter 3512

**Cross References:** None

# Dawson-Boyd Public Schools Policy #408

Adopted \_\_\_\_\_

Revised 7-10-2023

## **408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE**

### **I. PURPOSE**

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

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

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

### **III. DATA CLASSIFICATION**

#### A. Educational Data

##### 1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

##### 2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

#### B. Personnel Data

The MGDPA also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

#### **IV. APPLICATION AND PROCEDURES**

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

# **Dawson-Boyd Public Schools Policy #301**

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

*Revised* 7-10-2023

## **301 SCHOOL DISTRICT ADMINISTRATION**

### **I. PURPOSE**

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

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

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.
- B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

**Legal References:** Minn. Stat. § 123B.143 (Superintendent)  
Minn. Stat. § 123B.147 (Principals)

**Cross References:** None

# **Dawson-Boyd Public Schools Policy #302**

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

*Revised* 7-10-2023

## **302 SUPERINTENDENT**

### **I. PURPOSE**

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

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

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

### **III. GENERAL RESPONSIBILITIES**

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- B. The superintendent shall annually evaluate each principal assigned responsibility for supervising a school building in the district.
- C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

**Legal References:** Minn. Stat. § 123B.143 (Superintendent)

**Cross References:** MSBA/MASA Model Policy 202 (School Board Officers)  
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)  
MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)  
MSBA/MASA Model Policy 301 (School District Administration)  
MSBA/MASA Model Policy 303 (Superintendent Selection)  
MSBA/MASA Model Policy 304 (Superintendent Contract, Duties, and Evaluation)  
MSBA/MASA Model Policy 305 (Policy Implementation)  
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)

MSBA/MASA Model Policy 510 (School Activities)  
MSBA/MASA Model Policy 511 (Student Fundraising)  
MSBA/MASA Model Policy 513 (Student Promotion, Retention, and Program Design)  
MSBA/MASA Model Policy 602 (Organization of School Calendar and School Day)  
MSBA/MASA Model Policy 605 (Alternative Programs)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)  
MSBA/MASA Model Policy 802 (Disposition of Obsolete Equipment and Material)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)  
MSBA/MASA Model Policy 905 (Advertising)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
MSBA/MASA Model Policy 907 (Rewards)

# **Dawson-Boyd Public Schools Policy#304**

Adopted \_\_\_\_\_

Revised 7-10-2023

## **304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION**

### **I. PURPOSE**

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description and the use of an approved instrument to evaluate performance.

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

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

**Legal References:** Minn. Stat. § 123B.143 (Superintendent)

**Cross References:** None

## **Dawson-Boyd Public Schools Policy #305**

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

*Revised* 7-10-2023

### **305 POLICY IMPLEMENTATION**

#### **I. PURPOSE**

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

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

- A. It shall be the responsibility of the superintendent to implement school district policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school district policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.
- B. Employee and student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school district policy and shall be approved by the school board.

**Legal References:** Minn. Stat. § 123B.143 (Superintendent)

**Cross References:** MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

# **Dawson-Boyd Public Schools Policy #306**

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

*Revised* 7-10-2023

## **306 ADMINISTRATOR CODE OF ETHICS**

### **I. PURPOSE**

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

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

- A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.
- B. The Educational Administrator:
  - 1. Makes the well-being of students the fundamental value of all decision-making and actions.
  - 2. Fulfills professional responsibilities with honesty and integrity.
  - 3. Supports the principle of due process and protects the civil and human rights of all individuals.
  - 4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
  - 5. Implements the school board's policies.
  - 6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.

7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.
8. Accepts academic degrees or professional certification only from duly accredited institutions.
9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.
11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

**Legal References:** Minn. Stat. § 122A.14, Subd. 4 (Duties of Board of School Administrators)  
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

**Cross References:** None

# **Dawson-Boyd Public Schools Policy # 403**

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

*Revised* 7-10-2023

## **403 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES**

### **I. PURPOSE**

The purpose of this policy is to achieve effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

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

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

### **III. DISCIPLINE**

#### **A. Violation of School Laws and Rules**

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. policies of the school district;
2. directives and/or job requirements imposed by administration and/or the employee's supervisor; and
3. federal, state, and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

#### **B. Substandard Performance**

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to

improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;
2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;
3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
4. personal and/or immoral misconduct;
5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
8. failure to follow the canons of professional and personal ethics;
9. falsification of credentials and experience;
10. unauthorized destruction of school district property;
11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
12. neglect of duty;
13. violation of the rights of others as provided by federal and state laws related to human rights.

**IV. FORMS OF DISCIPLINE**

A. The forms of discipline that may be imposed by the school district include, but are not limited to:

1. oral warning;
2. written warning or reprimand;
3. probation;

4. disciplinary suspension, demotion or leave of absence with pay;
  5. disciplinary suspension, demotion or leave of absence without pay; and
  6. dismissal/termination or discharge from employment.
- B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

**V. PROCEDURES FOR ADMINISTERING POLICY**

- A. When any form of discipline is imposed, the employee's supervisor will:
1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.
  2. Provide directives to the employee to correct the conduct or performance.
  3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
  4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
  5. Specify the expected level of performance or modification of conduct to be required from the employee.
- B. The school district retains the right to immediately discipline, terminate, or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when applicable.

**Legal References:** Minn. Stat. § 122A.40 (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class)  
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)  
Minn. Stat. § 122A.58 (Coaches; Termination of Duties)  
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.143 (Superintendent)  
Minn. Stat. § 123B.147 (Principals)  
Minn. Stat. § 197.46 *et seq.* (Veterans Preference Act)

**Cross References:** None

# **Dawson-Boyd Public Schools Policy #421**

Adopted \_\_\_\_\_

Revised 7-10-2023

## **421 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS**

### **I. PURPOSE**

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

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

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives, either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment. The superintendent has discretion to determine what value is "insignificant."
- D. Teachers may accept from publishers free samples of textbooks and related teaching materials.
- E. This policy applies only to gifts given to employees where the donor's relationship with the employee arises out of the employee's employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee's employment with the school district.
- F. An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

### **III. DEFINITIONS**

- A. "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or greater value being received in return.
- B. "Interested person" means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.
- C. "Financial interest" means any ownership or control in an asset which has the potential to produce a monetary return.

#### **IV. PROCEDURES**

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

#### **V. VIOLATIONS**

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

**Legal References:** Minn. Stat. § 10A.07 (Conflicts of Interest)  
Minn. Stat. § 10A.071 (Prohibition of Gifts)  
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)  
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

**Cross References:** MSBA/MASA Model Policy 209 (Code of Ethics)  
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)  
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)

# **Dawson-Boyd Public Schools Policy#516.5**

Adopted 7-10-2023

Revised \_\_\_\_\_

## **516.5 OVERDOSE MEDICATION**

***[Note: The 2023 Minnesota legislature enacted legislation requiring school districts to maintain a supply of opiate antagonists. School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of medication. The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]***

### **I. PURPOSE**

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)<sup>1</sup>, and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day or at school district activities.

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

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone, to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

### **III. DEFINITIONS**

- A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.
  
- B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is [insert title of staff person appointed as coordinator].
  
- C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.
  
- D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.
  
- E. **"Standing Order"** means directions from the school district's medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:
  - 1. Administration type
  - 2. Dosage
  - 3. Date of issuance
  - 4. Signature of the authorized provider

#### **IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES**

- A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.
  
- B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.

- C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.
  
- D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.
  
2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff in all school facilities and activities and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.
  
3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:
  - a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;
  
  - b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;
  
  - c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the

parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

**V. NALOXONE STORAGE**

A. The Site Planning Team will select numerous Naloxone storage locations within the school site and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc.).

***[Note: School districts may decide that Naloxone will not be sent on field trips, transportation or activities that occur outside of the typical school day or off***

***school property and may modify this statement accordingly. If Naloxone is provided during these auxiliary activities, schools should ensure that it is only provided if there is an available trained staff member to administer it and that the medication can be safely and legally stored and transported.]***

- B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.
- C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

## **VI. Privacy Protections**

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.37 (General Nonpublic Data)  
Minn. Stat. § 121A.21 (School Health Services)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.224 (Opiate Antagonists)  
Minn. Stat. § 144.344 (Emergency Treatment)  
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)  
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.02 (Schedules of Controlled Substances)

Minn. Stat. § 604A.01 (Good Samaritan Law)  
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)  
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)  
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)  
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)

20 U.S.C. § 1232g (Family Educational and Privacy Rights)

**Cross Reference:** MSBA/MASA Model Policy 516 (Student Medication)  
Minnesota Department of Health Toolkit on the Administration of Naloxone

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<sup>i</sup> Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the intranasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intramuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."