

MEDFORD AREA PUBLIC SCHOOL DISTRICT

Board of Education Policy Committee Meeting
District Office
124 W. State Street
Medford, WI 54451

April 3, 2024
11:00 a.m. – 1:00 p.m.

AGENDA

Policies for Second Reading

EEAEAA	Drug and Alcohol Testing for Bus Drivers
EEBA	Use of District-Owned Vehicles
EEBB	Use of Private Vehicles on School Business
EF	Food Services Management
IIBGA	Internet Safety/Information Technology-Students
IIBGAB	Internet Safety/District Website-Students

(Motion to accept 2nd reading)

Policies for First Reading

EFB	Free and Reduced Price Food Services
EGAD	District-Owned Cellphone Use Guidelines
EI	Insurance Management
FEA	Developing Educational Specifications

Review/Consideration

RVA-DB	Operational Budget and Agreements
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(Motion to accept policy consideration)

Editorial Changes

Any other policy business that may arise.

Next Meeting Date: Wednesday, June 5, 2024.

**MEDFORD AREA PUBLIC SCHOOL DISTRICT
SCHOOL BOARD POLICY HANDBOOK**

April 3, 2024

SECOND READING

Policy Code	Policy Title
EEAEAA	Drug and Alcohol Testing for Bus Drivers
EEBA	Use of District-Owned Vehicles
EEBB	Use of Private Vehicles on School Business
EF	Food Services Management
IIBGA	Internet Safety/Information Technology-Students
IIBGAB	Internet Safety/District Website-Students

CONSEQUENCES IF TESTING INDICATES DRUG OR ALCOHOL MISUSE

If the testing confirms prohibited alcohol concentration levels or the presence of a controlled substance, the employee shall be removed immediately from safety-related functions in accordance with the federal regulations. Before a driver is reinstated, if at all, the driver shall undergo an evaluation by a substance abuse professional, comply with any required rehabilitation and undergo a return-to-duty test with verified test results.

A driver that is under the influence of alcohol will, at a minimum be suspended without pay until their next regular duty period, but for no less than 24 hours, and must undergo a return to duty alcohol test with a result of 0.00. A driver may also be subject to additional disciplinary action by the district, up to and including discharge.

A driver who registers greater than 0.00 or has a verified positive test result for a controlled substance, at a minimum will be suspended without pay until their next regular duty period, but for no less than 24 hours, and must undergo a return to duty alcohol or drug test with an acceptable result. In addition, a driver must be released for duty by a substance abuse professional. A driver may also be subject to additional disciplinary action by the district, up to and including discharge and law enforcement will be notified.

A driver who is prohibited from performing safety-sensitive functions may be assigned to non-safety-sensitive functions until such time as the driver complies with the requirements for returning to duty.

The board of education retains the authority consistent with state and federal law to discipline or discharge any employee who is alcohol or chemically dependent and whose current use of alcohol or drugs affects the employee's qualifications for and performance of their job.

The district is not required under federal law requiring drug and alcohol testing to provide rehabilitation, pay for substance abuse treatment or to reinstate the employee. All employment decisions involving reinstatement, termination or dismissal shall be made in accordance with applicable district policies.

RECORD RETENTION

The district shall maintain records in compliance with the federal regulations in a secure location with controlled access. With the driver's consent, the district may obtain any of the information concerning drug and alcohol testing from the driver's previous employer. A driver shall be entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances including information pertaining to alcohol or drug tests.

Records shall be made available to a subsequent employer upon receipt of a written request from a driver only as expressly authorized by the terms of the driver's request.

OTHER PROVISIONS

The district shall take steps to ensure that employees receive the notifications required by federal regulations.

CROSS REFERENCES: EEAEAA-R, GBCBC, & GBCBB

LEGAL REFERENCES: 49 U.S.C. '2717 *et seq.*(Omnibus Transportation Employee Testing Act of 1991), 49 C.F.R. Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 C.F.R. Part 382 Controlled Substance and Alcohol Use and Testing, 49 C.F.R. Part 391 Qualification of Drivers, and Employee Handbook

MEDFORD AREA PUBLIC SCHOOL District

DATE ADOPTED: November 16, 1995 FILE SECTOR: SUPPORT SERVICES
DATE REVISED: February 17, 2005 POLICY TITLE: DRUG AND ALCOHOL
DATE REVISED: March 15, 2018 TESTING FOR BUS DRIVERS
DATE REVISED:

School bus drivers who operate a motor vehicle requiring a commercial driver's license are subject to a drug and alcohol testing program that fulfills the requirements of the federal regulations.

These district regulations reflect several requirements of the federal drug and alcohol testing regulations but are not intended in any way to modify or limit the procedures for drug and alcohol testing specifically addressed in federal regulation. District personnel will adhere to the detailed provisions of federal regulation in administering the district's drug and alcohol program.

References to tests in these regulations include both drug and alcohol tests unless the context specifies otherwise.

PRE-EMPLOYMENT TESTS

Tests will be administered before a driver performs any safety-sensitive functions for the district and provided in policy GBCBC (*Pre-employment Drug Testing*) and GBCBC-R (*Pre-employment Drug Testing Procedure*).

POST-ACCIDENT TESTS

Alcohol and controlled substance tests will be conducted as soon after an accident as practicable on any driver who:

- Was performing safety-sensitive functions with respect to the vehicle if the accident involved injury to a passenger or loss of human life;
- Received a citation under state or local law for a moving traffic violation arising from the accident.
- Causes their vehicle to leave the roadway and requires a tow to return the vehicle to service.

No driver involved in an accident may use alcohol for eight hours after the accident or until after they undergo a post-accident alcohol test, whichever occurs first.

If an alcohol test is not administered within two hours or if a drug test is not administered within 32 hours after the accident, the district will prepare and maintain records explaining why the test was not conducted.

Tests conducted by authorized federal, state or local officials will fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the district. Breath tests will validate only the alcohol tests and cannot be used to fulfill controlled substance testing obligations.

Before any driver operates a commercial motor vehicle, the district will provide them with post-accident procedures that will make it possible to comply with post-accident testing requirements.

RANDOM TESTS

Tests will be conducted on a random basis at unannounced times throughout the year. Random tests for alcohol will be conducted just before, during or just after the performance of safety-sensitive functions. Random tests for drugs do not have to be conducted in immediate time proximity to performing safety sensitive functions. Once notified of selection for drug testing, a driver must proceed to a collection site to provide a urine specimen.

Drivers will be selected by a scientifically valid random process and each driver will have an equal chance of being tested each time selections are made. The number of bus drivers selected for random testing will be in accordance with federal regulations.

REASONABLE SUSPICION TESTS

Tests must be conducted when a properly-trained supervisor or district official has reasonable suspicion that the driver has violated the district's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech or body odors. The observations may include indication of chronic and withdrawal effects of controlled substances.

Alcohol tests will be authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the work day when the driver must comply with alcohol prohibitions. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the district will prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests will terminate after eight hours.

An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test.

A supervisor or district official who makes a finding of reasonable suspicion also must make a written record of their observations leading to a reasonable suspicion drug test within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

RETURN-TO-DUTY TESTS

A drug or alcohol test will be conducted when a driver who has violated the district's drug or alcohol prohibition returns to performing safety-sensitive duties.

Employees whose conduct involved misuse of drugs may not return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result.

Employees whose conduct involved alcohol may not return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meets federal and district standards.

FOLLOW-UP TESTS

A driver who violates the district's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem will be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing will be conducted just before, during or just after the time when the driver is performing safety-sensitive functions.

RECORDS

Employee drug and alcohol test results and records will be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver will receive copies of any records pertaining to their use of drugs or alcohol, including any records pertaining to their drug or alcohol tests. Records will be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver.

NOTIFICATIONS

Each driver will receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the district's policy and regulations for meeting these requirements. Representatives of employee organizations will be notified of the availability of this information. The information will identify:

- The person designated by the district to answer driver questions about the materials as the director of transportation.
- Categories of drivers who are subject to the drug and alcohol testing requirements.
- Sufficient information about the safety-sensitive functions performed by drivers to make clear for what period of the work day driver compliance is required.
- Specific information concerning driver conduct that is prohibited.
- Circumstances under which a driver will be tested for drugs and/or alcohol.
- Procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results and ensure that test results are attributed to the correct driver.
- The requirement that a driver submit to drug and alcohol tests administered in accordance with federal regulations.
- An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences.
- Consequences for drivers found to have violated the drug and alcohol prohibitions including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation and treatment.
- Consequences for drivers found to have an alcohol concentration greater than 0.00.
- Information concerning the effects of drugs and alcohol on an individual's health, work and personal life; external and internal signs and symptoms of a drug or alcohol problems, and available methods of intervening when a drug or alcohol problem is suspected including confrontation, referral to an employee assistance program and/or referral to administrative officials.

Each driver must sign a statement certifying that they have received a copy of the above materials.

The district will inform drivers before drug and alcohol tests are performed.

The district will notify a driver of the results of random, reasonable suspicion and post-accident drug tests if the test results are verified positive. The district also will tell the driver which controlled substances were verified positive.

Drivers will inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Such a substance may be used only if the physician has advised the driver that it will not adversely affect their ability to safely operate a commercial motor vehicle.

ENFORCEMENT

Any driver who refuses to submit to post-accident, random, reasonable suspicion or follow-up tests will not be allowed to perform or continue to perform safety-sensitive functions. Such refusals shall be treated as insubordination and regarded as a positive test.

A driver who in any other way violates district prohibitions related to drugs and alcohol will receive from the district the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee will be evaluated by a substance abuse professional who will determine what help, if any, the driver needs in resolving such a problem.

Any substance abuse professional who determines that a driver needs assistance will not refer the driver to a private practice, person or organization in which they have a financial interest except under circumstances allowed by law.

Before the driver is returned to safety-sensitive duties, if at all, the district must ensure that the employee:

- Has been evaluated by a substance abuse professional.
- Has complied with any recommended treatment.
- Has taken a return-to-duty drug and alcohol test with a result indicating no alcohol concentration level.
- Is subject to unannounced follow-up drug and alcohol tests. The number and frequency of such follow-up testing will be as directed by the substance abuse professional and consist of at least six tests in the first 12 months following the driver's return to duty.

CROSS REFERENCES: EEAEAA-R, GBCBC, & GBCBB

LEGAL REFERENCES: 49 U.S.C. §2717 *et seq.*(Omnibus Transportation Employee Testing Act of 1991), 49 C.F.R. Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 C.F.R. Part 382 Controlled Substance and Alcohol Use and Testing, 49 C.F.R. Part 391 Qualification of Drivers and Employee Handbook

FILE: EEBB

MEDFORD AREA PUBLIC SCHOOL DISTRICT

DATE ADOPTED: April 16, 2009

FILE SECTOR: SUPPORT SERVICES

DATE REVISED: September 20, 2012

POLICY TITLE: USE OF PRIVATE

DATE REVISED: May 17, 2018

VEHICLES ON SCHOOL BUSINESS

DATE REVISED:

Medford Area Public School District Board of Education (BOE) discourages the use of private vehicles for district business. Staff will use district-owned vehicles whenever possible and should schedule activities and transportation needs far enough in advance to avoid any non-emergency use of private vehicles.

The district administrator will develop regulations for staff use of private vehicles that will safeguard the district, its employees and students in matters of safety, insurance and liability.

No staff member will use a private vehicle for district business without approval in accordance with established district procedures. Authorization to use a private vehicle must be obtained before actual use of the vehicle. School district administrators and teachers assigned to multiple buildings shall be granted standing authority to use their private vehicles for routine school-related business and/or to travel between district facilities. Staff members who are authorized to use a private vehicle on district business will be reimbursed in an amount established by the BOE.

Any traffic violations committed by a driver while using private vehicles are the financial responsibility of the driver. The driver and passengers must follow all applicable safety and legal requirements.

The district shall assume no responsibility for liability in case of accident, unless the employee or other person serving in an official capacity has obtained the required permission to transport students.

When driving their own vehicle, the driver must hold a valid driver's license and a certificate of insurance for the vehicle.

CROSS REFERENCE: DLC, DLCA, EEBA

LEGAL REFERENCE:

MEDFORD AREA PUBLIC SCHOOL DISTRICT

DATE ADOPTED: July 18, 1996	FILE SECTOR: INSTRUCTION
DATE REVISED: December 17, 1998	POLICY TITLE: INTERNET SAFETY /
DATE REVISED: October 21, 1999	INFORMATION TECHNOLOGY -
DATE REVISED: August 17, 2000	STUDENTS
DATE REVISED: July 19, 2001	
DATE REVISED: July 19, 2007	
DATE REVISED: March 20, 2008	
DATE REVISED: April 18, 2013	
DATE REVISED: June 22, 2020	
DATE REVIEWED:	

Medford Area Public School District (MAPSD) provides internet access and information technology resources for its students. These resources will be integrated where appropriate in the PreK-12 curriculum. When possible, the district will be partners with the community in technology projects. It is essential that each student recognize their responsibility in having access to services, sites and people. The student(s) is ultimately responsible for their actions in accessing the District's computer and network services, and for adhering to district use policies, procedures and guidelines.

It is impossible to control all materials from the internet. MAPSD believes that the valuable information and interaction available on this worldwide network far outweigh the possibility that student(s) may access materials that are not consistent with the educational goals of the district. Our focus is in providing individual student(s) with the understanding and skills needed to use the internet, the District's network and all computing devices in ways appropriate to their educational needs.

Through the District's network and internet access, student(s) may:

- access global resources.
- enter into partnerships to enhance their learning options.
- broaden their problem-solving and decision-making abilities.
- broaden their research capabilities by using primary materials.
- develop their higher-level thinking skills.
- gain an employable skill.
- utilize a personalized, motivational learning opportunity.
- differentiate and assess available resources.

Policy Statements

- Access to the computer network and technology resources within MAPSD is a privilege, not a right. This privilege will be revoked at any time for deliberate use not consistent with the "Information Technology Code of Conduct" (IIGBA-R). Furthermore, unacceptable use may result in suspension or revocation of network privileges and possibly other disciplinary action up to and including suspension or expulsion.

- Student(s) shall not access or use email or other communication systems to relay threatening, intimidating, abusive or harassing messages. Such use may result in criminal sanctions consistent with Wisconsin Statutes §947.0125.
- Student(s) shall not impose their choices on others, access private files, attempt to break the security systems, copy software illegally, or use computer supplies that are not for school-related activities.
- Student(s) accessing district computers or network may not corrupt network integrity by deliberately allowing inappropriate and/or dangerous files (i.e. viruses) to enter the system.
- Any use of the network to facilitate illegal activity is prohibited and will be reported to the appropriate authorities.
- Copyrighted material may not be placed on the network without the copyright owner's permission.
- Student(s) are responsible for the ethical and educational use of their own accounts. These accounts are to be used only by the authorized owner of the account for the authorized purposes. Student(s) shall not intentionally obtain copies of and/or modify the files or passwords belonging to other users.
- The district is not responsible for the accuracy or quality of information obtained through information technology resources. The district is also not responsible for any damages the student(s) suffers, including loss of data resulting from delays, non-deliveries, mis-deliveries, hardware system problems or service interruptions. Use of any information obtained via district technology is at the user's risk.
- Cyberbullying is unacceptable and punishable. Cyberbullying involves the use of information and communication technologies such as: email, text messages, instant messaging, or defamatory web sites, to support deliberate, repeated, and hostile behavior by an individual or group that is intended to harm others.
- Principals may establish additional rules and procedures that they deem necessary to ensure proper use of computers and networks in their buildings.
- The staff has the responsibility of making the educational goal clearly understood by the student. In addition, it is the responsibility of the staff to inform the student of their responsibilities when accessing the networks and the proper etiquette for their use.

Student and Parent Responsibility and Consent

Parents should be advised that even though the district does employ some types of filtering software, it **DOES NOT** have complete control of information and content on the internet. Therefore, the information which students have access to may include material that is illegal, defamatory, inaccurate, visual depictions that are harmful to minors, or potentially objectionable. While it is the intent of MAPSD to make internet access or other technology services available to further its educational goals, students may have the ability to access other materials as well. Therefore, all students in grades 5 and 9 and new students in grades 5-12 who access the internet independently via technology provided through MAPSD are asked to sign the Information Technology Code of Conduct Form at the time of initial use. The form will be renewed as students change buildings. The Code of Conduct, including the Rules for Computer and Network Use along with any additional building use regulations, will be discussed with the students. The building principal or their designee may require a written test, and/or a demonstration of personal competency before access is granted.

Since students may have access to material which is beyond the district's control, a parent/guardian must sign the Student Registration Form requesting that their child have or not have individual access to the internet. Parent(s)/guardian(s) have the right to modify permission at any time by contacting the school.

CROSS REFERENCE: IIBGA-R, IIBGB, IIBGC, JFC & KGA
LEGAL REFERENCE: §118.13, 120.13(1), 120.18, 121.02(1)(H), 943.70, 947.0125, 948.12 Wis. Stats., PI 8.01(2)(h), PI 9.03 of the Wisconsin Administrative Code, COPPA 16 CFR §312.6, 312.7, ACT 7 (18 U.S.C. §2252), 17 U.S.C. §512, CIPPA (47 U.S.C. §254 (h), (l)).

MEDFORD AREA PUBLIC SCHOOL DISTRICT

DATE ADOPTED:	July 18, 1996	FILE SECTOR:	INSTRUCTION
DATE REVISED:	December 17, 1998	POLICY TITLE:	INTERNET SAFETY /
DATE REVISED:	October 21, 1999		INFORMATION TECHNOLOGY -
DATE REVISED:	August 17, 2000		STUDENTS
DATE REVISED:	July 19, 2001		
DATE REVISED:	July 19, 2007		
DATE REVISED:	March 20, 2008		
DATE REVISED:	April 18, 2013		
DATE REVISED:	June 22, 2020		
DATE REVIEWED:			

INFORMATION TECHNOLOGY CODE OF CONDUCT

The student is responsible for their actions using the internet or other information technology. Unacceptable uses will result in the suspension or revocation of network privileges and possibly other disciplinary action in compliance with the Student Code of Conduct policy. Typical types of unacceptable use include, but are not limited to, accessing for monetary personal gain, pornography, endangering the health/safety of others, gambling, and/or use in any manner so as to cause damage or disruption of the system. MAPSD administration will determine what is “unacceptable use” and such decisions are final.

RULES FOR COMPUTER AND NETWORK USE

All students are expected to use good judgment and communicate in a responsible and appropriate manner and to understand that computer and network use is a privilege and not a right.

Acceptable Use (but not limited to) - Responsible users will:

- Understand that all technology software, hardware, communication, electronic and wireless/wiring components that are property of MASPDP are governed by all applicable BOE policies.
- Understand that files are not private and may be monitored.
- Follow proper forms of etiquette for network/technology use.
- Respect and uphold copyright laws and all other applicable laws or regulations (e.g. not pirating software).
- Respect the rights and privacy of others by not accessing or modifying files created by others without permission.
- Use discretion in revealing personal information online.
- Follow the directions of the person(s) in charge and any posted regulations.
- Have a Student Information Technology Code of Conduct form on file in their current building.

Unacceptable Use (but not limited to) - Responsible users shall not:

- Use the internet for any illegal purpose. Violators will be reported to proper authorities.
- Use impolite or abusive language.
- Use the system for personal profit.
- Use an account other than their own.
- Create and/or distribute computer viruses.
- Respond to electronic communication that is threatening or obscene.
- Disrupt the use of the network by others.
- Waste technology supplies (i.e. printer supplies, file space).
- Deliberately or willfully cause damage to hardware or assist others in doing same.
- Deliberately access materials that are inconsistent with the district's educational goals or show others how to do same.
- Use the network to violate behavior standards or school policies including but not limited to policies regarding sexual harassment or discrimination.
- Assist others in violating the Code of Conduct.
- Harass, intimidate or bully as described as cyberbullying by usage or employment of network systems (data, video, or voice).

Review per Tech Plan - No Changes

FILE: IIBGAB

MEDFORD AREA PUBLIC SCHOOL DISTRICT

DATE ADOPTED: July 19, 2001
DATE REVISED: May 17, 2007
DATE REVISED: April 18, 2013
DATE REVISED: June 22, 2020
DATE REVIEWED:

FILE SECTOR: INSTRUCTION
POLICY TITLE: INTERNET SAFETY /
DISTRICT WEBSITE – STUDENTS

Medford Area Public School District (MAPSD) may develop, display and maintain a website on the internet.

- The district website shall be developed and controlled under the supervision of staff designated by the district administrator or their designee or building principals. No one else is authorized to add, change or alter district webpages.
- When students have created web pages representing the district but are not housed on district resources, they are still subject to all information technology policies.
- Identifying students on district webpages may include:
 - A student's full name, grade or class.
 - Group pictures without identification of individual students.
 - Photos of individual students but only with permission of the student if 18 or older or the parent(s)/guardian(s). However, due to the public nature of the activities, participation in extracurricular activities or clubs provides inherent permission to identify students while participating.
- District webpages may not include any information that indicates the physical location of specific students at specific times, other than attendance at a particular school or participation in activities.
- District webpages shall meet the criteria established under the district's internet acceptable use policies for content.
- As specified in board of education policy, no unlawful copies of copyrighted materials may be knowingly produced or transmitted via the school's equipment, including its web server. This includes all materials published on the web page, including any graphics, audio or video.
- The staff may use district webpages to provide information to the public on school programs and events, curriculum, policies, staff and student accomplishments and so on. However, district webpages are not to be used as "personal web space" as these pages are seen as official publications of the district.
- District webpages shall be maintained and updated on a regular basis.

Any deliberate tampering with or misuse of the MAPSD network services or equipment will be considered vandalism subject to appropriate disciplinary measures.

CROSS REFERENCE: GBCAC, IIBGA, IIBGC & KGA
LEGAL REFERENCE: §118.13, 120.13(1), 120.18, 121.02(1)(H), 943.70, 947.0125, 948.12 Wis. Stats., PI 8.01(2)(h), PI 9.03 of the Wisconsin Administrative Code, COPPA 16 CFR §312.6, 312.7, ACT 7 (18 U.S.C. §2252), 17 U.S.C. §512, CIPPA (47 U.S.C. §254 (h), (l)).

16.

MEDFORD AREA PUBLIC SCHOOL DISTRICT SCHOOL BOARD POLICY HANDBOOK

April 3, 2024

FIRST READING

Policy Code	Policy Title
EFB	Free and Reduced Price Food Services
EGAD	District-Owned Cellphone Use Guidelines
EI	Insurance Management
FEA	Developing Educational Specifications

FILE: EFB

MEDFORD AREA PUBLIC SCHOOL DISTRICT

DATE ADOPTED: February 19, 1980 FILE SECTOR: SUPPORT SERVICES
DATE REVISED: May 17, 1994 POLICY TITLE: FREE AND REDUCED
DATE REVISED: February 21, 2013 PRICE FOOD SERVICES
DATE REVISED: June 21, 2018
DATE REVISED:

Medford Area Public School District may take part in the National School Lunch Program.

Eligibility for free and reduced priced meals will be determined in accordance with the National School Lunch Program standards published yearly. The district administrator or his/her **their** designee shall coordinate the determination of eligibility.

CROSS REFERENCE: EF, EFC, & JB

LEGAL REFERENCE: §115.34, §120.10(16), and §120.13(6) and (10), Wis. Stats.

18.

FILE: EGAD

MEDFORD AREA PUBLIC SCHOOL DISTRICT

DATE ADOPTED: February 20, 1997 **FILE SECTOR: SUPPORT SERVICES**
DATE REVISED: June 16, 2005 **POLICY TITLE: DISTRICT-OWNED**
DATE REVISED: March 21, 2013 **CELLPHONE USE GUIDELINES**
DATE REVISED: August 16, 2018
DATE REVIEWED:

Medford Area Public School District recognizes the need to provide district-owned cellphones to certain employees as a valuable tool to facilitate communication. The issuance of district-owned cellphones will be made at the discretion of the District Administrator.

District-owned cellphones are to be used during the work day primarily for official district business, communicating with administration, staff members or other district activities. The District recognizes that there may be circumstances that require personal use of the cellphones. Personal use is limited to emergencies and/or other necessary situations.

At the discretion of the district administrator, employees may be reimbursed in part for personal cellphones used for district business.

CROSS REFERENCE: Employee Handbook(s)
LEGAL REFERENCE:

FILE: EI

MEDFORD AREA PUBLIC SCHOOL DISTRICT

DATE ADOPTED: February 19, 1980 **FILE SECTOR: SUPPORT SERVICES**
DATE REVISED: May 17, 1994 **POLICY TITLE: INSURANCE MANAGEMENT**
DATE REVISED: March 22, 2005
DATE REVISED: February 21, 2013
DATE REVISED: August 16, 2018
DATE REVIEWED:

Medford Area Public School District (MAPSD) Board of Education (BOE) has the responsibility to maintain an insurance program:

- To protect property of the district against fire, vandalism and theft.
- To protect BOE members and employees against general liability resulting from the discharge of or failure to discharge their duties.
- To protect the district against transportation liability.
- To offer protection against injury for all employees while acting on behalf of the district.

MAPSD may participate in a program of hospitalization and medical insurance for employees and may also include in their insurance program any other coverage deemed necessary by the BOE.

The district administrator or their designee shall be responsible for administering the total insurance program.

CROSS REFERENCE: JHA

LEGAL REFERENCE: Wis. Stats. 66.0137, 120.10(7), 120.12(6), 120.13(2), 121.53, 895.43, and Chapter 102 & 108 (Worker's Comp. Act)

FILE: FEA

MEDFORD AREA PUBLIC SCHOOL DISTRICT

DATE ADOPTED: December 19, 1980 **FILE SECTOR: FACILITIES DEVELOPMENT**
DATE REVISED: May 17, 1994
DATE REVISED: March 22, 2005 **POLICY TITLE: DEVELOPING**
DATE REVISED: March 21, 2013 **EDUCATIONAL SPECIFICATIONS**
DATE REVISED: August 16, 2018
DATE REVIEWED:

The district administrator will assume primary responsibility for developing educational specifications for new facilities, remodeling or adding on to existing buildings. Building administrator(s) will assist the district administrator in developing such specifications. Generally, the content of a set of educational specifications would include:

- A statement of the educational philosophy of the district as it pertains to the specific construction project.
- Community and school characteristics.
- Site characteristics.
- Requirements of the physical plant.
- Accommodations for the disabled.
- Energy-efficient construction and equipment.
- Additional information or comments which are necessary to further translate the educational program into an efficient school building.

Medford Area Public School District Board of Education (BOE) shall authorize the district administrator to recommend such architectural and related professional services as are needed to interpret educational specifications as developed by the administrative staff. The educational specifications and interpretation are subject to BOE approval.

CROSS REFERENCE:
LEGAL REFERENCE: §120.13(9) Wis. Stats.

MEDFORD AREA PUBLIC SCHOOL DISTRICT SCHOOL BOARD POLICY HANDBOOK

April 3, 2024

Review/Consideration

Policy Code	Policy Title
RVA-DB	Operational Budget and Agreements

2nd.

Multi-Year “Invested” Consortium Agreements

A participating school district or other educational institution agrees to remain in the RVA consortium, under commitment both financially and in participation through the RVA Administrative Advisory Council and/or Governance Board, for up to 5 fiscal years. Additionally, participating districts and other educational institutions agree to the terms of the RVA Charter, its by-laws, policies, and operational procedures for the term of the charter. Any member consortium school district or other educational institution may apply to terminate membership from the consortium for the succeeding year provided the written request is made prior to the RVA Governance Board’s regular January/February meeting. If the majority of RVA Governance Board members veto the request of termination, the request shall be denied and membership shall continue until June 30th of the succeeding/following fiscal year. After this time, the district or other educational institution requesting termination may withdraw from future membership.

For those districts or other educational institutions operating under a multi-year agreement, the following financial formula will be used in determining individual district or other educational institution costs.

- A budget for the upcoming school year will be submitted to the RVA Governance Board at the March/April regular governing board meeting. The budget is to include those expenses not covered by any grants, such as administrative costs, teacher costs, support staff costs, consumables, postage, dues, reimbursements, tuition, lease agreements, field trips, technology, curriculum, professional development, and/or other identified RVA expenditures.
- The RVA Governance Board will establish a *virtual school invested access* and *District Connect access fee* to belong to the consortium. This fee is assessed in November with final adjusted calculation based on enrollment at the regular May/June meeting.
- The fees will be based on the following tables:

RVA Invested & Affiliated Virtual School Access Fee	
Based on-Per Full-time Students Enrolled	
0	\$1,500 \$0
1-4	\$3,000
5-9	\$4,500
10-14	\$6,000
15-19	\$7,500
20-24	\$9,000
25-29	\$10,500
30-34	\$12,000
35-39	\$13,500
40+	\$15,000

RVA Invested & Affiliated District Connect Fee	
Based on Total # of Student & Staff Course Enrollments	
0	\$500
1—24	\$1,000
25—74	\$2,000
75—149	\$3,000
150—399	\$4,000
400—999	\$5,000
1,000+	\$6,000
X	\$0

RVA Invested & Affiliated District Connect Access Fee	
Based on Total # of Student & Staff Course Enrollments Registrations	
< 5	\$1,500
5-24	\$2,500
25-74	\$3,500
75-109	\$4,500
110-174	\$5,500
174-399	\$6,500
400-799	\$7,500
800+	\$8,500

- For full-time virtual students, the RVA Governance Board will establish a *per student-cost* based on the number of students enrolled in the RVA on a full-time equivalent basis. The end of the year cost per district for full-time virtual learning services will be calculated using the total full-time virtual cost, subtracting the virtual school access fee, subtracting 94% of the 66.0301 and open enrollment revenue received by the school’s authorizing school district, subtracting both teacher and support staff credits and establishing a per student cost by dividing the remaining cost by the number of students. School districts or other educational institutions invested in the consortium will be assessed the per student fee, based on the number of students enrolled in the RVA from their district or other educational institution, in the following manner:
 - Member school districts or other educational institutions will be annually charged the membership fees and a prorated amount of estimated expenses equal to 25% of accumulated expenses on the first Friday of November with payment due by the last Friday of December. Open enrollment and tuition subsidy revenues will be excluded from this calculation.
 - End of the year reconciliation will be made based on increased or decreased

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enrollments. Enrollments will be calculated quarterly, i.e., a student enrolled after the beginning of the first quarter, but prior to the start of the second quarter will be calculated as a 1 (FTE), (4K=0.6), student. A student enrolling after the second quarter, but prior to the start of the third quarter will be calculated as a .75 (FTE), (4K=0.45), student. Any student enrolled after the start of the third quarter, but prior to the fourth quarter will be calculated as a .50 (FTE), (4K=0.3), student. Any student enrolled after the start of the fourth quarter, but prior to the fourth quarter billing date will be calculated as a .25 (FTE), (4K=0.15). Consortium students leaving the RVA prior to the end of any quarter will only have the prorated amount of FTE time assessed for billing purposes. Any student who meets mid-year early graduation requirements will be counted in full for the remainder of the year. Any student enrolling at the request of the member district past the fourth quarter billing date will be separately invoiced. Resident Member districts will be billed at the regular May/June governance meeting-invoiced following the first Friday but prior to the 15th of May.

- Member districts which elect to share staff to teach direct instruction courses with 5 or more RVA students will be provided a \$5,000 per section per year credit. (See table below.) Shared consortium staff will not be considered for sections having fewer than 5 students. The RVA Administration makes determinations of class and section needs and reserves the right to deny requests for shared course sections. Needs for shared course sections are made on an annual basis by RVA Administration with no guarantee of continued availability from year-to-year. Preference will be given to those districts who have previously shared staff. All shared staff will be required to attend and participate in designated RVA trainings and professional development. Poor evaluations or performance of shared staff in their instructional duties as evaluated by RVA Administration can result in the course section not being offered in future years.

RVA Affiliated & Invested Shared Instructional Staff Credit		
Based on Per Teacher Per RVA Students Enrolled		
Teacher	RVA Students	Credit
1	0-4	No Section
1	5-35	\$5,000

- Member districts can elect to participate in the RVA District Connect Hybrid Course Network on an annual basis. The RVA District Connect Hybrid Course Network is a cooperative endeavor among member districts and other educational institutions to enhance the education of both youth and adults in their communities through the sharing of instructors and courses between partnering RVA entities. The cost for participation is an access fee of \$3,000 per year to those member districts or other institutions participating in the network. Participation includes either a member providing instructors and courses (providers) to the network or a member having participants enroll in courses (consumers). Consumers will pay provider members \$250 per enrollment per semester for standard courses and \$350 per enrollment per semester for post-secondary collegiate or dual credit courses. RVA's

Governance Board will act as the governing body of this network, with advisement from the Administrative Advisory Council (AAC). The RVA will control and maintain fiscal, system, scheduling, registration, technical support, and quality management of the network. Annual review of the networks operational procedures will be conducted by the AAC. Suggested revisions for consideration to the operating procedures will be provide to the RVA Governance Board for approval.

RVA District Connect Hybrid Learning Network		
Based on Access Fee, Instructional, and Curriculum Costs		
Annual Access Fee	Instructional Cost	Curriculum Cost
\$3,000 / participating member	\$250/stu/sem standard courses \$350/stu/sem post-secondary courses	Determined by course payable by consumer

- **Partner Member** districts and other educational institutions may annually elect to apply for the “Growing Connections Credit.” This financial credit is given to partner districts who elect to participate in one of two requirement tiers as outlined in the following table:

Growing Connections Credit		
	Tier 1	Tier 2
Requirements	<ul style="list-style-type: none"> • Attend Virtual Coordinator Orientation • Participate in Growing Connections Series • Maintain a Learning Center • Maintain Monthly Contact with Full-Time Virtual Students 	<ul style="list-style-type: none"> • All Requirements From Tier 1 • RVA Enrichment Event Location • Participate in Technical Training • Provide Basic LMS/Technical Student Support • Full-Time Virtual Tutoring Support as Requested
# of RVA Students	Financial Credit	
0	\$0	\$0
1-10	\$2,500	\$5,000
11-20	\$3,750	\$7,500
21-35	\$5,000	\$10,000
36+	\$7,500	\$15,000

- Other costs and credits will be assessed to the **consortium member** districts and other educational institutions for services including but not limited to: professional development per diems, special education services provided by the RVA in lieu of the consortium district, and associated technology purchases.
- New districts wishing to become consortium members may petition their request to the RVA Governance Board by contacting the RVA Administrator. Any district

wishing to belong to the RVA consortium under a multi-year commitment must first have approval from RVA Governance Board, requesting district's BOE, with final approvals made by the MAPSD's BOE.

Single Year "Affiliate" Consortium Agreements

A participating school district or other educational institution can join the RVA by utilizing a shared virtual learning services agreement of one year or less. The purpose of this agreement is two-fold: to provide school districts and other educational institutions an opportunity for their students to receive a virtual education without needing to have individual students open enroll, or for districts and other educational institutions to be compelled to sign a multi-year commitment and for the requesting school district access to curriculum and educational services for use in the traditional school setting. Individual consortium agreements are to be developed cooperatively between the requesting district or other educational institutions and the RVA Administration. A single year affiliate agreement shall consider and describe the following:

Pursuant to Wisconsin Statutes 66.0301, 120.25 and the Department of Public Instruction (DPI) Chapter PI-14.02, the RVA and School District of (entity name) agree to form a consortium to provide year round virtual learning services to Pre-Kindergarten through Grade 12 students residing in the ***** (entity name) for the term of one school year. The RVA and (entity name) are jointly considered Parties within this Agreement.

Program Description [PI-14.02(b)]:

- Upon approval of this agreement, the RVA will be allowed to enroll pupils from families seeking virtual learning educational options from the ***** (entity name) and provide them instructional services in accordance with this contract and RVA's operating policies and procedures.
- The RVA will provide the designated contact with copies of each student enrollee's academic achievement reports and assessment data.
- Students acquiring enough credits for graduation will be granted a diploma from the ***** (entity name) meeting all necessary graduation requirements of the RVA. The ***** (entity name) agrees that any additional local graduation requirements will be communicated to the students by ***** (entity name) personnel in a timely manner as to not delay the graduation of a student on track to meet all RVA requirements.
- The ***** (entity name) retains determination and all associated special education and/or related services should they be needed for RVA students. The RVA will not over-cost for special education services as they will remain under the direct control of the ***** (entity name). If an IEP team is created for student of ***** (entity name) attending the RVA, then the RVA requests to have a teacher represented on such team.
- The ***** (entity name) agrees to provide to its RVA parents the option of receiving in-district intervention programming and progress monitoring services to student who are referred for a specific learning disability.
- The ***** (entity name) agrees to coordinate, schedule, and proctor all required State assessments.

- The ***** (entity name) agrees to allow its resident RVA students access to regular school programming including but not limited to: academic classes, elective courses, activities, clubs, co-curriculars, athletics, etc.
- The RVA will provide access to digital learning curriculum and ongoing professional development for digital learning use in classrooms with the ***** (entity name).

Fiscal Agent [PI-14.02(c)1,2,3]:

- The RVA, under the authorization and fiscal oversight of MAPSD, will be the fiscal agent. RVA instructors will operate in accordance of Wisconsin statute and follow the RVA's operational policies, salary schedule, take part in staff development, and be supervised by RVA administration. The RVA will account for all employment responsibilities (teacher retirement, worker's compensation, and unemployment insurance).
- As fiscal agent, the RVA will establish and maintain records in accordance with the uniform accounting system prescribed by DPI under §115.28(13); file all required financial reports DPI; and, upon request of DPI, file a copy of the contract and the plan of operation with DPI.

Budget Reconciliation [PI-14.02(f)(h)]:

Virtual School Access Fee Charges (REQUIRED):

- ***** (Entity name) will be assessed an annual "Affiliate Virtual School Access Fee" based upon the number of different students enrolled in the RVA over the course of the year. This amount is not prorated by the number of enrollment days. This amount is fixed and billed at the end of year reconciliation. Fees are based on the following table:

RVA Invested & Affiliated Virtual School Access Fee	
Based on Per Full-time Students Enrolled	
0	\$1,500 \$0
1-4	\$3,000
5-9	\$4,500
10-14	\$6,000
15-19	\$7,500
20-24	\$9,000
25-29	\$10,500
30-34	\$12,000
35-39	\$13,500
40+	\$15,000

- ***** (Entity name) will be assessed at an agreed per pupil amount (tuition). The tuition amount will be prorated to the number of days of enrollment by each participating student. Tuition is determined to be the annual public school open enrollment dollar amount determined by DPI on an annual basis **less \$1,500 (dollar amount) per pupil., (or as negotiated.)** Different open enrollment dollar

- amounts exist for both regular and special education students.
- ***** (Entity name) may elect to share staff to teach direct instruction courses with 5 or more RVA students and will be provided a \$5,000 per section per year credit. (See table below.) Shared consortium staff will not be considered for sections having fewer than 5 students. The RVA Administration makes determinations of class and section needs and reserves the right to deny requests for shared course sections. Needs for shared course sections are made on an annual basis by RVA Administration with no guarantee of continued availability from year-to-year. All shared staff will be required to attend and participate in designated RVA trainings and professional development. Preference will be given to those districts who have previously shared staff. Poor evaluations or performance of shared staff in their instructional duties as evaluated by RVA Administration can result in the course section not being offered in future years.

RVA Affiliated & Invested Shared Instructional Staff Credit		
Based on Per Teacher Per RVA Students Enrolled		
Teacher	RVA Students	Credit
1	0-4	No Section
1	5-35	\$5,000

- Member districts can elect to participate in the RVA District Connect Hybrid Course Network on an annual basis. The RVA District Connect Hybrid Course Network is a cooperative endeavor among member districts and other educational institutions to enhance the education of both youth and adults in their communities through the sharing of instructors and courses between partnering RVA entities. The cost for participation is an access fee of \$3,000 per year to those member districts or other institutions participating in the network. Participation includes either a member providing instructors and courses (providers) to the network or a member having participants enroll in courses (consumers). Consumers will pay provider members \$250 per enrollment per semester for standard courses and \$350 per enrollment per semester for post-secondary collegiate or dual credit courses. RVA's Governance Board will act as the governing body of this network, with advisement from the Administrative Advisory Council (AAC). The RVA will control and maintain fiscal, system, scheduling, registration, technical support, and quality management of the network. Annual review of the networks operational procedures will be conducted by the AAC. Suggested revisions for consideration to the operating procedures will be provide to the RVA Governance Board for approval.

RVA District Connect Hybrid Learning Network		
Based on Access Fee, Instructional, and Curriculum Costs		
Annual Access Fee	Instructional Cost	Curriculum Cost
\$3,000 / participating member	\$250/stu/sem standard courses \$350/stu/sem post-secondary courses	Determined by course payable by consumer

- Partner districts and other educational institutions annually elect to apply for the "Growing Connections Credit." This financial credit is given to partner districts who elect to participate in one of two requirement tiers as outlined in the following table:

Growing Connections Credit		
	Tier 1	Tier 2
Requirements	<ul style="list-style-type: none"> Attend Virtual Coordinator Orientation Participate in Growing Connections Series Maintain a Learning Center Maintain Monthly Contact with Full-Time Virtual Students 	<ul style="list-style-type: none"> All Requirements From Tier 1 RVA Enrichment Event Location Participate in Technical Training Provide Basic LMS/Technical Student Support Full-Time Virtual Tutoring Support as Requested
# of RVA Students	Financial Credit	
0	\$0	\$0
1-10	\$2,500	\$5,000
11-20	\$3,750	\$7,500
21-35	\$5,000	\$10,000
36+	\$7,500	\$15,000

District Connect Access Fee Charges (OPTIONAL):

- ***** (Entity name) may opt out of utilizing the RVA District Connect Access Fee Charges by electing not to accept the following terms in the contract. If the ***** (entity name) elects to have access, they will be assessed an annual "Affiliate District Connect Access Fee" based upon the total number of student & staff course enrollments in District Connect over the course of the year. This amount is fixed and billed at the end of year reconciliation. Fees are based upon the following table:

RVA Invested & Affiliated District Connect Fee	
Based on Total # of Student & Staff Course Enrollments	
0	\$500

1—24	\$1,000
25—74	\$2,000
75—149	\$3,000
150—399	\$4,000
400—999	\$5,000
1,000+	\$6,000
ⓧ	\$0

RVA Invested & Affiliated District Connect Access Fee	
Based on Total # of Student & Staff Course Enrollments Registrations	
< 5	\$1,500
5-24	\$2,500
25-74	\$3,500
75-109	\$4,500
110-174	\$5,500
174-399	\$6,500
400-799	\$7,500
800+	\$8,500

- ***** (Entity name) will be provided access to all the courses available through the Wisconsin eSchool Network (Wisconsin Digital Learning Collaborative). Professional development and ongoing technical support and training will be provided to the ***** (entity name) staff by the RVA.
- ***** (Entity name) will be charged all associated costs for content of digital courses in the same amount the RVA is charged for acquiring those courses acquired from the Wisconsin eSchool Network. This amount is fixed at the rate per courses which are “licensed,” “owned,” or “Digital” by the Wisconsin eSchool Network and billed at the end of year reconciliation.
- (Entity name) will be charged for any other curriculum or service costs procured or provided to the member district.
- ***** (Entity name) will be charged a per course/student/semester “instructional fee” instructional costs for any classes taken by ***** (entity name) students in RVA teacher directed courses. This cost is variable depending upon type of instructional support needed. This amount is fixed and billed at the end of year reconciliation.
- The RVA will prepare a preliminary budget for the virtual learning services with actual and final reconciliation prior to June 30, 20xx. In this way, the proration of costs will be made on a basis which is fair and equitable to each participant.

Renewal:

Including language to determine when the agreement will be revisited for possible renewal on at least an annual basis.

Program Contacts: Charles Heckel, RVA Administrator, MAPSD, will be the responsible contact person for this instructional position. The designated contact for the ***** (entity name) will be _____.

RVA Administration may enter into negotiations and development of single year contracts with requesting districts in the representative best interest of the RVA, the RVA Governance Board and MAPSD BOE. Upon drafting a satisfactory agreement, any district still wishing to belong to the RVA consortium, under a single year commitment, must have final approval from both requesting district's BOE and MAPSD's BOE.

Single Year "District Connect Exclusive" Agreements

Pursuant to Wisconsin Statutes 66.0301, 120.25 and DPI Chapter PI-14.02, the Rural Virtual Academy (RVA) and (entity name) agree to form a consortium to provide digital learning services to Pre-Kindergarten through Grade 12 students residing in the (entity name) for the term of one school year. The RVA and (entity name) are jointly considered the Parties within this Agreement.

Program Description [PI-14.02(b)]:

Upon approval of this agreement, RVA District Connect will provide access and enroll students in requested digital learning courses at the direction of the (entity name). Students receiving services will remain enrolled in (entity name). Student supports beyond curriculum or associated instruction will be provided by (entity name). RVA District Connect will also provide support, training and professional development opportunities for staff at (entity name).

The (entity name) retains all associated special education and/or related services should they be needed for students to complete and partake in digital learning options provided by RVA District Connect.

(Entity name) students are wholly the educational responsibility of (entity name) including but not limited to the enforcement of coursework completion, attendance, technology access, technology support, and behavior management. The RVA supports (entity name) in the educational best interest of all students and families. In those efforts, RVA will report failures of pupils overseen by RVA teachers to participate within the RVA District Connect's program expectations to (entity name)'s designated contact.

Fiscal Agent [PI-14.02(c)1,2,3 (e)]:

The RVA, under the authorization and fiscal oversight of the MAPSD, will be the fiscal agent. RVA instructors will operate in accordance with Wisconsin statute and follow the RVA's operational policies, salary schedule, take part in staff development, and be supervised by RVA administration. The RVA will account for all employment responsibilities included but not limited to teacher retirement, worker's compensation, and unemployment insurance.

(Entity name) students are not dually-enrolled in the RVA or Medford MAPSD and are not factored into pupil membership in either RVA or MAPSD.

As fiscal agent, the RVA will establish and maintain records in accordance with the uniform accounting system prescribed by the DPI under §115.28(13); file all required financial reports with the DPI; and, upon request of the Department, file a copy of the contract and the plan of operation with the Department.

Budget Reconciliation [PI-14.02(d)(f)(h)]:-

District Connect Access Fees

The (entity name) will be assessed an annual “RVA District Connect Exclusive Access Fee” based upon the number of unique student course enrollments provided by the RVA District Connect over the course of the year. This fee is fixed and billed at the end of year reconciliation. Fees are based upon the following table:

RVA District Connect Exclusive Access Fee	
Based on Total Student Course Enrollments	
0	\$1,000
1-24	\$1,500
25-74	\$3,000
75-149	\$4,500
150-399	\$6,000
400-999	\$7,500
1,000	\$9,000

Course/Digital Content Costs

(Entity name) will be provided access to all the courses available through the Wisconsin eSchool Network (Wisconsin Digital Learning Collaborative) and other curricular contracts held by the RVA. (Entity name) will be charged all associated costs for content of digital courses and associated instruction as applicable. This amount is billed in aggregate of all course enrollments at the end of year reconciliation.

The RVA reserves the right to restrict the availability of services depending upon employee caseload maximums and the ability to acquire and retain employees.

Support & Professional Development

Professional development and ongoing technical support and training will be provided to (entity name) staff by the RVA’s District Connect team at no additional cost unless otherwise communicated.

Miscellaneous:

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~~This Agreement and any dispute arising from or related to this Agreement shall be governed by the laws of the State of Wisconsin.~~

~~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 shall be for one school year. This Agreement shall not automatically be renewed for the next school year. However, either Party may request to renew the Agreement beyond the current school year. Renewal requests will not be effective unless confirmed in writing by both Parties.~~

~~If either Party shall breach any term, covenant, or condition of this Agreement, this Agreement may be terminated by the non-breaching Party or a reasonable time may be given to permit compliance at the option of the non-breaching Party. The Agreement may be immediately terminated for conduct by an employee of a Party involving the health and safety of participants or health and safety concerns.~~

~~The RVA's failure to demand strict performance of any of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof. The RVA may, at any time, demand strict and complete performance by the ***** (entity name) of such terms, covenants, or conditions.~~

~~***** (Entity name) shall maintain compliance with all applicable federal and state laws, rules and regulations. Failure to do so will be recognized as grounds for declaring a breach of contract hereunder.~~

~~This Agreement constitutes the entire Agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No Agreement or understanding changing, modifying, or extending this Agreement, shall be binding on either Party unless in writing and signed by both Parties' authorized representatives.~~

~~Program Contacts: Alli Ranum, RVA Director of District Connect, MAPSD, will be the responsible contact person. The designated contact for (entity name) will be~~

~~Agreement Renewal:~~

~~This Agreement will be reviewed and may be renewed annually.~~

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