

MACCRAY ISD 2180
Clara City, MN 56222
High School Media Center
Monday, December 13, 2021
6:00 pm following the Truth in Taxation Meeting

TENTATIVE AGENDA

- 1.0 Call to Order
- 2.0 Pledge of Allegiance
- 3.0 Approval of the Agenda/Additions/Deletions
- 4.0 Public Comment
- 5.0 Consent Agenda – Action Required
 - 5.1 Adoption of Minutes
 - 5.2 Approve payment of bills and financial report.
 - 5.3 Approve retirement of Cook – M. Kray
 - 5.4 Approve Employment Agreement with Paraprofessional – S. Timmer
 - 5.5 Approve Employment Agreement with Paraprofessional – A. Neu
 - 5.6 Approve Activity Director Contract
 - 5.7 Approve Advisors
 - 5.7.1 One Act Play Director: Phillip Iverson
 - 5.7.2 Spelling Bee: Laura Bristle
- 6.0 Communication Report
 - 6.1 Administrative Reports
 - 6.1.1 Ashley Meagher – Schlenner, Wenner, and Co.
 - 6.1.2 Jim Trulock, Activities Director - written
 - 6.1.3 Mitchell Kent, Elementary Principal
 - 6.1.4 Judd Wheatley, High School Principal - WBWF
 - 6.1.5 Sherri Broderius, Superintendent
 - 6.2 Committee Reports - Negotiations
- 7.0 Discussion items – No action required
- 8.0 Business items – Action Required
 - 8.1 Certify 2021 Payable 2022 Property Tax Levy.
 - 8.2 Approve the 2020-2021 Audited Financial Statements.
 - 8.3 Approve Master Agreement (Depends on Union vote results)
 - 8.4 Approve first and final reading of Policy 615 – Testing Accommodations, Modifications, and Exemptions
 - 8.5 Approve Combined Polling Places.
 - 8.6 Approve the World’s Best Workforce Report.
 - 8.7
- 9.0 Upcoming Meetings
- 10.0 Adjournment

**Minutes of the Board of Education
Independent School District #2180
Regular Meeting #5
Monday, Nov. 8, 2021 6:00 PM
Board Room/Live Stream
DRAFT**

Members Present: ~~Tate Mueller~~, Julie Alsum, Scott Ruitter, Debi Brandt, ~~Lane Schwitters~~, Carmel Thein.
Others Present: Sherri Broderius, Superintendent; Judd Wheatley, HS Principal, Mitchell Kent, Elem.
Principal, Kim Sandry, Business Manager; Jim Trulock, Activities Director; Meaghan Sunderland,
MACCRAY EA, Sam Petersen, CC Herald.

Chair Julie Alsum called the meeting to order at 6:00 pm.
Pledge of Allegiance.

Motion by Brandt, second by Ruitter, to approve the agenda as presented.
Motion carried by unanimous vote.

Public comment: None.

Approval of Consent Agenda:

Motion by Ruitter, second by Thein, to approve the consent agenda.
Motion carried by unanimous vote.

Adoption of Minutes

Approve payment of bills and financial report.

Approve employment agreement with Paraprofessional – A. Cisneros

Approve employment agreement with Paraprofessional – C. Sterling

Approve employment agreement with Paraprofessional – S. Rokuro

Approve the 21-22 Seniority List.

Approve Family Medical Leave for Teacher – S. Condon

Approve Winter Coaches/Supervisors

Boys Basketball

Lucas Post – Head Varsity

Riley Aeikens – JV

Trent Carlson – C if needed

Jesse Westbrook – 7 & 8 combined

Unknown – if numbers allow

Girls Basketball

Shaun Condon – Head Varsity

Bryce Olson – JV

Dana Johnson – C or JH if needed

Unknown – JH

Dance Team

Janie Albertson – Head Varsity

Kim Wordes – Asst./JH

Haley Rhode – Volunteer
Wrestling – Justin Tongen – Co-Head Coach for Quad County
Prom – Brittany Cook
Knowledge Bowl – Ashley Cook
Math League – Bryce Olson
BPA – Rhonda Pieper
Winter Weight Room – Cole Christopher
One Act Play – Unknown
Spelling Bee - Unknown

Communications Reports:

Shelby McQuay – Ehlers – Bond sale update.
Mr. Trulock – End of Fall season report
Mr. Kent – Elementary update
Mr. Wheatley – High school update
Ms. Broderius: Covid news, constructions, policies.

Committee Report: Negotiations update: Ruitter.
POC Update: Thein, Alsum

Business Items:

Motion by Brandt, second by Thein, to approve the Resolution for the District's General Obligation Alternative Facilities and Capital Facilities Refunding Bond, Series 2021A.
Roll Call Vote: For – Brandt, Ruitter, Alsum, Thein
Against: none
Resolution passed and adopted. See attachment.

Motion by Thein, second by Ruitter, to certify the levy for the maximum amount. Motion carried by unanimous vote.

Motion by Ruitter, second by Mueller, to approve the first and final reading of Policy 507 – Corporal Punishment. Motion carried by unanimous vote.

Motion by Ruitter, second by Thein, to approve the first and final reading of Policy 515- Protection and Privacy of Pupil Records & Forms.
Motion carried by unanimous vote.

Meetings and Workshops:

Truth in Taxation Presentation, Dec. 13, MACCRAY High School, 6pm
Regular Board Meeting, Monday, September 13, 6pm, MACCRAY High School.
Regular Board Meeting, Jan. 10, MACCRAY High School, 6pm.

Adjournment of Meeting

Motion by Ruitter, second by Thein, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 6:53 pm.

Respectfully submitted,
Carmel Thein, Clerk
Kim Sandry, Business Manager

Extract of Minutes of Meeting of the School Board of
Independent School District No. 2180
(MACCRAY Public Schools)
Chippewa, Kandiyohi, and Renville Counties, Minnesota

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota, was duly held in said District on Monday, November 8, 2021, commencing at 6:00 p.m.

The following directors were present: *Brandt, Ruiter, Alsum, Thein*

and the following were absent: *Schwitters, Mueller*

* * * * * * * *

The Chair announced that the next order of business was consideration of the proposals which had been received for the purchase of the District's General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A, to be issued in the original aggregate principal amount of \$2,085,000.

The District Clerk presented a tabulation of the proposals for the Bonds which had been received in the manner specified in the Terms of Proposal. The proposals are set forth in EXHIBIT A attached hereto.

After due consideration of the proposals, Director _____*Bramdt*_____ then introduced the following resolution and moved its adoption:

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION ALTERNATIVE FACILITIES AND CAPITAL FACILITIES REFUNDING BONDS, SERIES 2021A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,085,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AND PROVIDING FOR THE REFUNDING OF BONDS REFUNDED THEREBY

BE IT RESOLVED By the School Board (the “Board”) of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota (the “District”), as follows:

Section 1. Sale of Bonds.

1.01. Background. It is hereby determined that:

(a) On May 15, 2013, the District issued its General Obligation Alternative and Capital Facilities Bonds, Series 2013A (the “Refunded Bonds”), in the original aggregate principal amount of \$5,960,000, currently outstanding in the principal amount of \$2,815,000, of which \$2,275,000 in principal amount is subject to redemption on or after February 1, 2022, pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 123B.59 (as then in effect) and 123B.62, as amended. Proceeds of the Refunded Bonds were used to (i) finance the costs of various facility upgrades in the District included in the District’s facility plan approved by the Commissioner of the Department of Education of the State of Minnesota (the “Commissioner”), including but not limited to mechanical ventilation system replacements and sprinkling/fire alarm system replacements (the “Alternative Facilities Project”); and (ii) finance the costs of energy conservation and deferred maintenance projects at the District facilities as approved by the Commissioner (the “Capital Facilities Project”).

(b) The District is authorized by Minnesota Statutes, Section 475.67, subdivision 3 to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the Board to be necessary or desirable for the reduction of debt service costs to the District or for the extension or adjustment of maturities in relation to the resources available for their payment.

(c) It is necessary and desirable for the reduction of debt service costs to the District that the District issue its General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A (the “Bonds”), in the original aggregate principal amount of \$2,085,000, pursuant to Minnesota Statutes, Chapter 475, as amended, including Section 475.67, subdivision 3, and Section 123B.62, as amended (collectively, the “Act”), to redeem and prepay the Refunded Bonds on February 1, 2022 (the “Redemption Date”).

(d) The District is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds because the District has retained an independent municipal advisor in connection with the sale of the Bonds. The actions of the District staff and its municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

(e) Pursuant to a resolution adopted by the Board on September 13, 2021, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, as amended, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

1.02. Award to Purchaser and Interest Rates. The proposal of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, as syndicate manager (the “Purchaser”), to purchase the Bonds is determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$2,326,151.34 (par amount of \$2,085,000.00, plus original issue premium of \$251,902.30, less underwriter’s discount of \$10,750.96), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2023	5.000%	2025	5.000%
2024	5.000	2026	5.000

True interest cost: 0.7209089%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created, as determined by the District Treasurer in consultation with the District’s municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Chair and District Clerk are directed to execute a contract with the Purchaser on behalf of the District.

1.04. Terms and Principal Amount of Bonds. The District will forthwith issue and sell the Bonds pursuant to the Act, including Section 475.67, subdivision 3, in the total principal amount of \$2,085,000, originally dated December 2, 2021, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$470,000	2025	\$540,000
2024	510,000	2026	565,000

(a) \$1,998,000 in principal amount of the Bonds (the “Alternative Facilities Refunding Bonds”), maturing on February 1 in the years and amounts set forth below, will be used to refund the portion of the Refunded Bonds allocated to the Alternative Facilities Project on the Redemption Date:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$455,000	2025	\$516,000
2024	486,000	2026	541,000

(b) The remainder of the Bonds in the principal amount of \$87,000 (the “Capital Facilities Refunding Bonds”), maturing on February 1 in the years and amounts set forth below, will be used to refund the portion of the Refunded Bonds allocated to the Capital Facilities Project on the Redemption Date:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$15,000	2025	\$24,000
2024	24,000	2026	24,000

1.05. Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2022, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The District will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar” and the “Paying Agent”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

2.04. Appointment of Initial Registrar. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Chair and the District Clerk are authorized to execute and deliver, on behalf of the District, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this School Board, the District Treasurer must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the District Clerk and executed on behalf of the District by the signatures of the Chair and the District Clerk, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the District Clerk will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The District Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

Section 4. Bonds; Security; Pledges.

4.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A Debt Service Fund (the "Debt Service Fund") to be administered and maintained by the District Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the District. The Debt Service Fund will be maintained in the manner herein specified until all of the Refunded Bonds have been paid and until all of the Bonds and the interest thereon have been fully paid. The District will maintain the following accounts in the Debt Service Fund: the "Alternative Facilities Project Account" and the "Capital Facilities Project Account." Amounts on deposit in the Alternative Facilities Project Account are irrevocably pledged to the Alternative Facilities Refunding Bonds, and amounts on deposit in the Capital Facilities Project Account are irrevocably pledged to the Capital Facilities Refunding Bonds.

(a) Alternative Facilities Project Account. To the Alternative Facilities Project Account of the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited: (i) collection of all taxes hereafter levied for the payment of the Alternative Facilities Refunding Bonds and interest thereon; (ii) amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) any and all other moneys which are properly available and are appropriated by the Board to the Alternative Facilities Project Account. The amount of any surplus remaining in the Alternative Facilities Project Account when the Alternative Facilities Refunding

Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

(b) Capital Facilities Project Account. To the Capital Facilities Project Account of the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited: (i) collection of all taxes hereafter levied for the payment of the Capital Facilities Refunding Bonds and interest thereon; (ii) amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) any and all other moneys which are properly available and are appropriated by the Board to the Capital Facilities Project Account. The amount of any surplus remaining in the Capital Facilities Project Account when the Capital Facilities Refunding Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

4.02. Redemption Fund. All proceeds of the Bonds, less the appropriations made in Section 4.01 hereof and the costs of issuance of the Bonds, will be deposited in a separate fund (the "Redemption Fund") to be used solely to redeem and prepay the Refunded Bonds on the Redemption Date. Any balance remaining in the Redemption Fund after the redemption of the Refunded Bonds on the Redemption Date shall be deposited in the Alternative Facilities Project Account and the Capital Facilities Project Account of the Debt Service Fund herein created for the Bonds.

4.03. Prior Debt Service Funds. The debt service funds heretofore established for the Refunded Bonds pursuant to the resolutions authorizing the issuance and sale of the Refunded Bonds (together, the "Refunded Bonds Resolution") shall be terminated on the Redemption Date, following the redemption of the Refunded Bonds, and all monies therein are hereby transferred to the Alternative Facilities Project Account and the Capital Facilities Project Account of the Debt Service Fund herein created, as applicable.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the District will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the District which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the District to be spread upon the tax rolls and collected with and as part of other general taxes of the District (the "Taxes"). The Taxes will be credited to the Alternative Facilities Project Account and the Capital Facilities Project Account of the Debt Service Fund above provided and will be in the years and amounts as described on EXHIBIT C attached hereto.

4.06. Cancellation of Prior Levies after Redemption Date. Following the payment in full of all outstanding principal and interest due on the Refunded Bonds on the Redemption Date, the District Treasurer is hereby directed to certify such fact to and request the County Auditor/Treasurer of Chippewa County, Minnesota, the County Auditor/Treasurer of Kandiyohi County, Minnesota, and the County Auditor/Treasurer of Renville County, Minnesota (collectively, the "County Auditors") to cancel any and all tax levies made by the Refunded Bonds Resolution.

4.07. Certification to County Auditors as to Debt Service Fund Amount. It is determined that the estimated collection of the foregoing Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided will be irrevocable until the Bonds are paid, provided that at the time the District makes its annual tax levies the District Treasurer may certify to the County Auditors the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditors will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Certificate of County Auditors as to Registration. The District Clerk is authorized and directed to file a certified copy of this resolution with the County Auditors and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding of Refunded Bonds; Findings; Redemption of Refunded Bonds.

5.01. Purpose of Refunding. The Refunded Bonds will be called for redemption on the Redemption Date in the principal amount of \$2,275,000. It is hereby found and determined that based upon information presently available from the District's municipal advisor, the issuance of the Bonds, a portion of which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holders of the Refunded Bonds and is necessary and desirable for the reduction of debt service costs to the District.

5.02. Application of Proceeds of Bonds. It is hereby found and determined that the proceeds of the Bonds deposited in the Redemption Fund will be sufficient to prepay all of the principal of, interest on and redemption premium (if any) on the Refunded Bonds.

5.03. Redemption; Date of Redemption. The Refunded Bonds maturing after the Redemption Date will be redeemed and prepaid on the Redemption Date. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as EXHIBIT D, which terms and conditions are hereby approved and incorporated herein by reference. The registrar for the Refunded Bonds is authorized and directed to send a copy of the Notice of Call for Redemption to each registered holder of the Refunded Bonds at least thirty (30) days prior to the Redemption Date.

Section 6. Authentication of Transcript.

6.01. Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the District as to the facts stated therein.

6.02. Certification as to Official Statement. The Chair, the District Clerk, and the District Treasurer are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Chair, the District Clerk, and the District Treasurer are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Chair, the District Clerk, and the District Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to

absence of material litigation, and the District Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Electronic Signatures. The electronic signature of the Chair, the District Clerk, and/or the District Treasurer to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

6.05. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the District, on the date of closing.

Section 7. Tax Covenant.

7.01. Tax-Exempt Bonds. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. Rebate. The District will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds.

7.03. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

7.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the District makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the District hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds which are not qualified 501(c)(3) bonds) which will be issued by the District (and all subordinate entities of the District) during calendar year 2021 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the District during calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

7.05. Procedural Requirements. The District will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 8. Book-Entry System; Limited Obligation of District.

8.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each such Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the District, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the District Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the District Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds will agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interest, in the Bonds that they be able to obtain Bond certificates, the District will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the District will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time

by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair and District Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. Compliance with Provisions of Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the District to comply with the Continuing Disclosure Certificate will not be considered an event of default with respect to the Bonds; however, any Bondholder may such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Director *Thein* and upon vote being taken thereon, the following voted in favor thereof: *Brandt, Ruitter, Alsum, Thein*

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**Ind. School District #2180
Exp Summary - Fd, Pro Series
Period Ending November 30, 2021**

Sequence: Fd, Pro

		22ORIG									
	Description	Annual Budget	Period 202205	Year To Date	% YTD Encumbrances	% YTD + Enc	Remaining Balance				
01	General										
	000 Administration	676,152.00	46,844.89	243,074.05	36%	15,013.86	418,064.09				
	100 District Support Services	295,037.00	17,769.18	116,740.98	40%	14,499.10	163,796.92				
	200 Elem & Secondary Regular Instr	3,829,637.00	336,166.74	1,166,903.85	30%	44,720.32	2,618,012.83				
	300 Vocational Education Instr	224,379.00	14,780.59	63,863.97	28%	4,254.01	156,261.02				
	400 Special Education Instr	1,672,398.00	129,457.77	464,571.49	28%	33,550.95	1,174,275.56				
	600 Instructional Support Services	579,317.00	19,782.97	175,906.94	30%	198,298.23	205,111.83				
	700 Pupil Support Services	1,063,606.00	21,915.77	251,087.35	24%	127,152.68	685,365.97				
	800 Sites & Buildings	813,732.00	30,566.24	245,619.37	30%	50,118.52	517,994.11				
	900 Fiscal & Other Fixed Costs	103,020.00	0.00	98,667.54	96%	0.00	4,352.46				
01	General	9,257,278.00	617,284.15	2,826,435.54	31%	487,607.67	5,943,234.79				
02	Food Service										
	700 Pupil Support Services	479,400.00	26,418.63	167,181.32	35%	25,097.20	287,121.48				
02	Food Service	479,400.00	26,418.63	167,181.32	35%	25,097.20	287,121.48				
04	Community Service										
	500 Community Ed & Services	581,742.00	38,262.81	161,090.84	28%	4,399.79	416,251.37				
04	Community Service	581,742.00	38,262.81	161,090.84	28%	4,399.79	416,251.37				
05	Capital Outlay										
	000 Administration	0.00	0.00	42,363.60	0%	0.00	(42,363.60)				
	200 Elem & Secondary Regular Instr	20,000.00	0.00	66,998.59	335%	0.00	(46,998.59)				
	600 Instructional Support Services	15,000.00	0.00	1,579.00	11%	0.00	13,421.00				
	800 Sites & Buildings	215,278.00	0.00	201,740.90	94%	24,056.05	(10,518.95)				
05	Capital Outlay	250,278.00	0.00	312,682.09	125%	24,056.05	(86,460.14)				
07	Debt Redemption										
	900 Fiscal & Other Fixed Costs	2,644,813.00	0.00	552,406.25	21%	0.00	2,092,406.75				
07	Debt Redemption	2,644,813.00	0.00	552,406.25	21%	0.00	2,092,406.75				
21	Student Activity										
	200 Elem & Secondary Regular Instr	0.00	0.00	46,743.38	0%	8,027.01	(54,770.39)				
21	Student Activity	0.00	0.00	46,743.38	0%	8,027.01	(54,770.39)				
	Report Totals:	13,213,511.00	681,965.59	4,066,539.42	31%	549,187.72	8,597,783.86				

INVESTMENTS OUTSTANDING

June 30, 2021

MSDMAX Fund – MSDLAF

MSDMAX Fund Balance as of June 30, 2021	\$2,267.98
Interest - July 31, 2021	\$.06
Interest – August 31, 2021	\$.06
Interest – Sept. 30, 2021	\$.05
Interest – Oct. 31, 2021	\$.05
Interest – Nov. 30, 2021	\$.05
BALANCE	<u>\$2,268.25</u>

LIQUID ASSET FUND

Money Market Balance as of June 30, 2021	\$1,542.78
Interest – July 31, 2021	\$.01
Interest – August 31, 2021	\$.01
Interest – Sept. 30, 2021	\$.01
Interest – Oct. 31, 2021	\$.01
Interest – Nov. 30, 2021	\$.01
BALANCE	<u>\$1,542.83</u>

Heritage Bank N.A. (Savings)

Balance on June 30, 2021	\$46,137.88
Interest – July 31, 2021	\$6.70
Interest – August 31, 2021	\$5.66
Interest – Sept. 30, 2021 (\$10.00 dormant fee)	\$5.31
Interest – Oct. 31, 2021 (\$10 dormant fee)	\$5.13
Interest – Nov. 30, 2021 (\$10 Dormant fee)	\$5.66
BALANCE	<u>\$46,136.34</u>

Citizens Alliance Bank Special Money Market Savings

Balance as of June 30, 2021	\$4,825,050.92
Interest – July 31, 2021 (Transfer out \$1,352,000)	\$802.41
Interest – August 31, 2021 (Transfer in \$900,000)	\$901.12
Interest – Sept. 30, 2021 (Transfer in \$300,000)	\$946.18
Interest – Oct. 31, 2021 (Transfer out \$200,000)	\$906.82
Interest – Nov. 30, 2021 (Transfer in \$300,000)	\$1,044.87
BALANCE	<u>\$4,777,652.32</u>



Taxes Payable 2022
 2180-01-000-000 MACCRAY School District
 kimsandry

[Home/Levy Method](#)

Home/Levy Method

District Levy Summary

Subtotals By Levy Category

Title	Limit	Proposed	Certified
GENERAL - RMV VOTER - JOBZ EXEMPT	810,294.51	810,294.51	810,294.51
GENERAL - RMV OTHER - JOBZ EXEMPT	339,061.80	339,061.80	339,061.80
GENERAL - NTC VOTER - JOBZ EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER GENED - EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER - JOBZ EXEMPT	646,737.07	643,892.47	646,737.07
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT	61,538.04	61,538.04	61,538.04
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT	2,136,945.50	2,136,945.50	2,136,945.50
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT	572,800.95	592,538.75	572,800.95
OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT	0.00	0.00	0.00
OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT	0.00	0.00	0.00

Subtotals By Fund

Title	Limit	Proposed	Certified
GENERAL FUND	1,796,093.38	1,793,248.78	1,796,093.38
COMMUNITY SERVICES FUND	61,538.04	61,538.04	61,538.04
GENERAL DEBT SERVICE FUND	2,709,746.45	2,729,484.25	2,709,746.45
OPEB/PENSION DEBT SERVICE FUND	0.00	0.00	0.00

Subtotals By Tax Base

Title	Limit	Proposed	Certified
REFERENDUM MARKET VALUE	1,149,356.31	1,149,356.31	1,149,356.31
NET TAX CAPACITY	3,418,021.56	3,434,914.76	3,418,021.56

Subtotals By Truth In Taxation Category

Title	Limit	Proposed	Certified
VOTER APPROVED	2,947,240.01	2,947,240.01	2,947,240.01
OTHER	1,620,137.86	1,637,031.06	1,620,137.86

Total Levy

Title	Limit	Proposed	Certified
TOTAL LEVY	4,567,377.87	4,584,271.07	4,567,377.87

Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Amount
												Date	
BND2		54572	5132	Check	1	01879	Dooley's Petroleum, Inc.		Yes	No	No	11/09/2021	109.49
BND2		54573	5133	Check	1	4559	ICS Consulting, LLC	Ind/Sole Proprietor	Yes	No	No	11/09/2021	122,924.35
BND2		54574	5134	Check	1	4798	Braun Intertec Corporation		Yes	No	No	11/09/2021	2,315.00
BND2		54638	5135	Check	1	4897	BCI Construction Inc.		Yes	No	No	11/18/2021	45,746.85
BND2		54640	5136	Check	1	4900	Collins Precast		Yes	No	No	11/18/2021	144,210.00
BND2		54634	5137	Check	1	3785	Floor to Ceiling Store		Yes	No	No	11/18/2021	247,671.65
BND2		54642	5138	Check	1	4902	Gunion Painting LLC		Yes	No	No	11/18/2021	18,810.00
BND2		54645	5139	Check	1	4934	Heartland Glass Co		Yes	No	No	11/18/2021	51,300.00
BND2		54635	5140	Check	1	4859	John Foley Masonry, Inc.	S Corporation	Yes	No	No	11/18/2021	188,986.81
BND2		54644	5141	Check	1	4933	LVC Companies		Yes	No	No	11/18/2021	60,800.00
BND2		54639	5142	Check	1	4899	Marshall Machine Shop, Inc		Yes	No	No	11/18/2021	16,435.00
BND2		54641	5143	Check	1	4901	Masters Plumbing Heating & Cooling LLC		Yes	No	No	11/18/2021	233,029.30
BND2		54646	5144	Check	1	4985	Minnkota Architectural Products Co.		Yes	No	No	11/18/2021	1,425.00
BND2		54637	5145	Check	1	4861	Regal Contractors, Inc		Yes	No	No	11/18/2021	180,500.00
BND2		54636	5146	Check	1	4860	Spartan Steel Erectors		Yes	No	No	11/18/2021	15,232.30
BND2		54643	5147	Check	1	4907	Ultra Concrete		Yes	No	No	11/18/2021	217,884.86
BND2		54633	5148	Check	1	2751	Willmar Electric Service		Yes	No	No	11/18/2021	261,725.00
BND2		54713	5149	Check	1	2164	Innovative Office Solutions		Yes	No	No	11/24/2021	4,200.00
BND2		54712	5150	Check	1	00457	Torkelson's Lock Service		Yes	No	No	11/24/2021	1,958.00
Bank Total:													
Pay		54627		Wire	1	00867	PERA		No	No	No	11/17/2021	13,136.18
Pay		54628		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	11/17/2021	27,487.59
Pay		54629		Wire	1	2181	Aviben		No	No	No	11/17/2021	12,587.19
Pay		54630		Wire	1	2385	MN Department of Revenue		No	No	No	11/17/2021	8,396.29
Pay		54631		Wire	1	2875	Internal Revenue Service		No	No	No	11/17/2021	57,255.41
Pay		54632		Wire	1	2985	Aviben FLEX		No	No	No	11/17/2021	3,142.20
Pay		54751		Wire	1	00867	PERA		No	No	No	11/30/2021	12,119.46
Pay		54752		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	11/30/2021	30,234.88
Pay		54753		Wire	1	2181	Aviben		No	No	No	11/30/2021	12,587.19
Pay		54754		Wire	1	2385	MN Department of Revenue		No	No	No	11/30/2021	8,736.08
Pay		54755		Wire	1	2875	Internal Revenue Service		No	No	No	11/30/2021	59,778.90
Pay		54756		Wire	1	2985	Aviben FLEX		No	No	No	11/30/2021	3,142.08
Pay		54530	55170	Check	1	1469	Xcel Energy		Yes	No	No	11/03/2021	194.64
Pay		54554	55171	Check	1	4016	Almich's Market		Yes	No	No	11/03/2021	247.71
Pay		54563	55172	Check	1	4751	ChromebookParts.com		Yes	No	No	11/03/2021	248.91
Pay		54531	55173	Check	1	00044	City of Clara City		Yes	No	No	11/03/2021	2,497.88
Pay		54533	55174	Check	1	00246	City of Raymond		Yes	No	No	11/03/2021	726.52
Pay		54532	55175	Check	1	00048	Clara City Telephone Company		Yes	No	No	11/03/2021	424.62

Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		54557	55176	Check	1	4234	Clean Site LLC		Yes	No	No	11/03/2021	420.00
Pay		54565	55177	Check	1	4979	Coordinated Business Systems		Yes	No	No	11/03/2021	3,790.14
Pay		54541	55178	Check	1	1762	Donners Crossroads Truckstop		Yes	No	No	11/03/2021	103.31
Pay		54534	55179	Check	1	00379	Donners Service Station		Yes	No	No	11/03/2021	149.45
Pay		54540	55180	Check	1	1427	East Side Jersey Dairy, Inc		Yes	No	No	11/03/2021	1,116.55
Pay		54547	55181	Check	1	2865	Gronseth, Joel		Yes	No	No	11/03/2021	43.44
Pay		54560	55182	Check	1	4488	Hultgren, Jaime		Yes	No	No	11/03/2021	94.08
Pay		54553	55183	Check	1	3962	Indianhead Foodservice Distributor		Yes	No	No	11/03/2021	7,796.88
Pay		54564	55184	Check	1	4790	Kajeet, Inc.		Yes	No	No	11/03/2021	6,575.12
Pay		54559	55185	Check	1	4326	Kennedy & Graven, Chartered		Yes	No	No	11/03/2021	211.50
Pay		54552	55186	Check	1	3329	Kent, Mitchell		Yes	No	No	11/03/2021	150.08
Pay		54562	55187	Check	1	4626	Kubota Leasing		Yes	No	No	11/03/2021	583.78
Pay		54548	55188	Check	1	2877	Matheson Tri Gas		Yes	No	No	11/03/2021	361.18
Pay		54542	55189	Check	1	2126	Menards - Willmar		Yes	No	No	11/03/2021	268.90
Pay		54536	55190	Check	1	00761	Merle's Repair		Yes	No	No	11/03/2021	48.00
Pay		54538	55191	Check	1	01758	Millyng Electric & Refrig., Inc		Yes	No	No	11/03/2021	329.45
Pay		54561	55192	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC		Yes	No	No	11/03/2021	9,710.60
Pay		54544	55193	Check	1	2284	Northern Business Products		Yes	No	No	11/03/2021	259.87
Pay		54551	55194	Check	1	2992	Pitney Bowes Global Financial Services		Yes	No	No	11/03/2021	432.36
Pay		54558	55195	Check	1	4291	Region 3A		Yes	No	No	11/03/2021	25.00
Pay		54543	55196	Check	1	2253	Ridgewater College		Yes	No	No	11/03/2021	6,000.00
Pay		54545	55197	Check	1	2347	Rochester Telecom Systems		Yes	No	No	11/03/2021	165.38
Pay		54546	55198	Check	1	2496	SHI International Corp		Yes	No	No	11/03/2021	23,369.00
Pay		54550	55199	Check	1	2943	Sweep Hardware		Yes	No	No	11/03/2021	254.69
Pay		54556	55200	Check	1	4210	Tebben Enterprises, Inc.		Yes	No	No	11/03/2021	80.50
Pay		54549	55201	Check	1	2892	The Markerboard People		Yes	No	No	11/03/2021	252.00
Pay		54555	55202	Check	1	4094	Toov, Sara		Yes	No	No	11/03/2021	300.00
Pay		54535	55203	Check	1	00457	Torkelson's Lock Service		Yes	No	No	11/03/2021	60.00
Pay		54537	55204	Check	1	00905	Trulock, James		Yes	No	No	11/03/2021	20.00
Pay		54539	55205	Check	1	01768	Yellow Medicine East Schools		Yes	No	No	11/03/2021	320.00
Pay		54569	55206	Check	1	3130	BCA		Yes	No	No	11/03/2021	15.00
Pay		54570	55207	Check	1	00878	American Family -AFLAC		Yes	No	No	11/04/2021	52.36
Pay		54571	55208	Check	1	4170	Marco Technologies, LCC		Yes	No	No	11/05/2021	3,363.93
Pay		54601	55209	Check	1	4982	Abrahamson, Mary		Yes	No	No	11/09/2021	355.00
Pay		54569	55210	Check	1	2985	Aviben FLEX		Yes	No	No	11/09/2021	270.00
Pay		54583	55211	Check	1	01863	Central Counties Cooperative		Yes	No	No	11/09/2021	601.40
Pay		54599	55212	Check	1	4801	Clara City Speedway		Yes	No	No	11/09/2021	33.05
Pay		54575	55213	Check	1	00048	Clara City Telephone Company		Yes	No	No	11/09/2021	284.12
Pay		54593	55214	Check	1	3618	CMSCA		Yes	No	No	11/09/2021	50.00

Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		54600	55215	Check	1	4978	Cook, Ashley		Yes	No	No	11/09/2021	11.96
Pay		54576	55216	Check	1	00056	Dave's Plumbing Repair		Yes	No	No	11/09/2021	288.00
Pay		54577	55217	Check	1	00077	Farmers Coop Oil Co.		Yes	No	No	11/09/2021	283.79
Pay		54596	55218	Check	1	3988	Forum Communications Company		Yes	No	No	11/09/2021	350.00
Pay		54578	55219	Check	1	00105	Hillyard / Hutchinson		Yes	No	No	11/09/2021	1,772.58
Pay		54595	55220	Check	1	3962	Indianhead Foodservice Distributor		Yes	No	No	11/09/2021	2,107.45
Pay		54586	55221	Check	1	1684	MACCRAY Activity Account		Yes	No	No	11/09/2021	190.00
Pay		54594	55222	Check	1	3908	MACCRAY Community Ed.		Yes	No	No	11/09/2021	20.00
Pay		54590	55223	Check	1	3006	MACCRAY Lunch		Yes	No	No	11/09/2021	46.00
Pay		54588	55224	Check	1	2126	Menards - Willmar		Yes	No	No	11/09/2021	35.31
Pay		54602	55225	Check	1	4983	MNSota School Bus Technologies, LLC		Yes	No	No	11/09/2021	35,387.00
Pay		54587	55226	Check	1	1936	Palmer Bus Service, Inc		Yes	No	No	11/09/2021	93,110.48
Pay		54582	55227	Check	1	00763	Pan-O-Gold Baking Company		Yes	No	No	11/09/2021	72.60
Pay		54591	55228	Check	1	3320	Prairie Woods Environmental Learning Cen		Yes	No	No	11/09/2021	600.00
Pay		54598	55229	Check	1	4750	Scholastic News		Yes	No	No	11/09/2021	150.54
Pay		54580	55230	Check	1	00701	Southside Lumber		Yes	No	No	11/09/2021	1,410.50
Pay		54585	55231	Check	1	1350	Southwest MN State University		Yes	No	No	11/09/2021	3,300.00
Pay		54579	55232	Check	1	00308	SW & WC Service Cooperative		Yes	No	No	11/09/2021	55,080.47
Pay		54581	55233	Check	1	00734	Tostenson, Inc.		Yes	No	No	11/09/2021	250.09
Pay		54592	55234	Check	1	3554	TRIO Supply Co		Yes	No	No	11/09/2021	1,129.40
Pay		54597	55235	Check	1	4242	Turbo Turf, LLC		Yes	No	No	11/09/2021	300.00
Pay		54584	55236	Check	1	1002	Youth Frontiers		Yes	No	No	11/09/2021	2,620.00
Pay		54607	55237	Check	1	4956	Camden Conference		Yes	No	No	11/09/2021	919.00
Pay		54608	55238	Check	1	4410	MN PEIP		Yes	No	No	11/10/2021	79,029.40
Pay		54610	55239	Check	1	1960	Chippewa County Auditor/Treasurer		Yes	No	No	11/10/2021	15.00
Pay		54609	55240	Check	1	1658	Kandiyohi County Recorder		Yes	No	No	11/10/2021	15.00
Pay		54612	55241	Check	1	3886	Granite Falls Officials Association		Yes	No	No	11/16/2021	240.00
Pay		54613	55242	Check	1	2195	Central MN Christian School		Yes	No	No	11/16/2021	300.00
Pay		54614	55243	Check	1	4303	KMS Basketball Association		Yes	No	No	11/16/2021	150.00
Pay		54616	55244	Check	1	4984	Litchfield Community Education		Yes	No	No	11/16/2021	150.00
Pay		54615	55245	Check	1	4494	YME Hoops Club		Yes	No	No	11/16/2021	125.00
Pay		54618	55246	Check	1	00878	American Family -AFLAC		Yes	No	No	11/17/2021	313.44
Pay		54621	55247	Check	1	1039	Citizens Alliance Bank		Yes	No	No	11/17/2021	485.00
Pay		54626	55248	Check	1	4802	Colonial Life		Yes	No	No	11/17/2021	1,444.04
Pay		54625	55249	Check	1	4594	Kensington Bank		Yes	No	No	11/17/2021	247.00
Pay		54622	55250	Check	1	3014	LegalShield		Yes	No	No	11/17/2021	12.95
Pay		54619	55251	Check	1	00880	MACCRAY Education Association		Yes	No	No	11/17/2021	3,406.60
Pay		54623	55252	Check	1	4043	MN Child Support Center		Yes	No	No	11/17/2021	51.00
Pay		54620	55253	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	11/17/2021	48.00

Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		54624	55254	Check	1 4575		Old National Bank		Yes	No	No	11/17/2021	396.02
Pay		54617	55255	Check	1 00023		UNUM Life Insurance Company		Yes	No	No	11/17/2021	214.20
Pay		54651	55256	Check	1 01432		Chappell Central, Inc.		Yes	No	No	11/18/2021	969.93
Pay		54653	55257	Check	1 1960	RE	Chippewa County Auditor/Treasurer		Yes	No	No	11/18/2021	716.52
Pay		54647	55258	Check	1 00046		Clara City Herald		Yes	No	No	11/18/2021	124.25
Pay		54669	55259	Check	1 4986		De Smet School District #38		Yes	No	No	11/18/2021	600.00
Pay		54662	55260	Check	1 4194		Drex-mart		Yes	No	No	11/18/2021	158.46
Pay		54664	55261	Check	1 4517		Driessen Water Inc.		Yes	No	No	11/18/2021	108.76
Pay		54652	55262	Check	1 1427		East Side Jersey Dairy, Inc		Yes	No	No	11/18/2021	1,805.12
Pay		54658	55263	Check	1 3243		Edmentum, Inc		Yes	No	No	11/18/2021	3,344.00
Pay		54667	55264	Check	1 4697		Farm-Rite Equipment of Willmar		Yes	No	No	11/18/2021	2,900.00
Pay		54657	55265	Check	1 2881		Frikke, Allison		Yes	No	No	11/18/2021	80.64
Pay		54660	55266	Check	1 3886		Granite Falls Officials Association		Yes	No	No	11/18/2021	240.00
Pay		54656	55267	Check	1 2865		Gronseth, Joel		Yes	No	No	11/18/2021	144.00
Pay		54655	55268	Check	1 2541		Haug-Kubota LLC		Yes	No	No	11/18/2021	533.04
Pay		54666	55269	Check	1 4670		Hilbrands, Amber		Yes	No	No	11/18/2021	18.50
Pay		54661	55270	Check	1 3962		Indianhead Foodservice Distributor		Yes	No	No	11/18/2021	7,070.85
Pay		54654	55271	Check	1 2126		Menards - Willmar		Yes	No	No	11/18/2021	182.70
Pay		54665	55272	Check	1 4540		Meyer, Melissa		Yes	No	No	11/18/2021	141.12
Pay		54648	55273	Check	1 00178		Nicklasson Athletic Co.		Yes	No	No	11/18/2021	2,304.20
Pay		54659	55274	Check	1 3850		Olson, Jessica		Yes	No	No	11/18/2021	86.24
Pay		54649	55275	Check	1 00763		Pan-O-Gold Baking Company		Yes	No	No	11/18/2021	132.61
Pay		54668	55276	Check	1 4919		Reese Prokosch		Yes	No	No	11/18/2021	300.00
Pay		54663	55277	Check	1 4291		Region 3A		Yes	No	No	11/18/2021	2,239.00
Pay		54650	55278	Check	1 00905		Trulock, James		Yes	No	No	11/18/2021	24.50
Pay		54670	55279	Check	1 4987		Varsity Group		Yes	No	No	11/18/2021	7,725.00
Pay		54671	55280	Check	1 4988		Wassenaar, Jennifer		Yes	No	No	11/18/2021	50.65
Pay		54678	55281	Check	1 2359		Amazon.com		Yes	No	Yes	11/23/2021	0.00
Pay		54682	55282	Check	1 4184		BOLD Basketball Boosters		Yes	No	No	11/23/2021	125.00
Pay		54677	55283	Check	1 2195		Central MN Christian School		Yes	No	No	11/23/2021	150.00
Pay		54674	55284	Check	1 00138		City of Maynard		Yes	No	No	11/23/2021	45.36
Pay		54690	55285	Check	1 4979		Coordinated Business Systems		Yes	No	No	11/23/2021	62.00
Pay		54680	55286	Check	1 3592		Dooley's Natural Gas		Yes	No	No	11/23/2021	5,658.81
Pay		54683	55287	Check	1 4295		Gruchow, Brandon		Yes	No	No	11/23/2021	70.00
Pay		54691	55288	Check	1 4989		Gustafson, Sandy		Yes	No	No	11/23/2021	20.00
Pay		54673	55289	Check	1 00105		Hillyard / Hutchinson		Yes	No	No	11/23/2021	629.85
Pay		54681	55290	Check	1 3605		Klosterboer, Kristin		Yes	No	No	11/23/2021	56.79
Pay		54684	55291	Check	1 4303		KMS Basketball Association		Yes	No	Yes	11/23/2021	0.00
Pay		54686	55292	Check	1 4723		Krueger, Mary		Yes	No	No	11/23/2021	10.00

Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		54694	55293	Check	1	4992	LQPV Community Education		Yes	No	No	11/23/2021	125.00
Pay		54685	55294	Check	1	4550	MACCRAY BPA		Yes	No	No	11/23/2021	75.00
Pay		54679	55295	Check	1	2851	MACCRAY Volleyball		Yes	No	No	11/23/2021	330.00
Pay		54676	55296	Check	1	1585	NCS Pearson, Inc.		Yes	No	No	11/23/2021	45.00
Pay		54688	55297	Check	1	4903	Schwitters, Katherine		Yes	No	No	11/23/2021	30.00
Pay		54692	55298	Check	1	4990	Sleepy Eye Basketball Boosters		Yes	No	No	11/23/2021	50.00
Pay		54689	55299	Check	1	4957	Stark, Sonja		Yes	No	No	11/23/2021	123.20
Pay		54693	55300	Check	1	4991	Thissen, Heather		Yes	No	No	11/23/2021	50.00
Pay		54687	55301	Check	1	4830	Trafera Holdings, LLC		Yes	No	No	11/23/2021	14,600.00
Pay		54675	55302	Check	1	00844	West Central Sanitation, Inc.		Yes	No	No	11/23/2021	1,218.74
Pay		54697	55303	Check	1	00138	City of Maynard		Yes	No	No	11/23/2021	315.34
Pay		54698	55304	Check	1	4303	KMS Basketball Association		Yes	No	No	11/23/2021	150.00
Pay		54700	55305	Check	1	2359	Amazon.com		Yes	No	No	11/23/2021	6,377.24
Pay		54706	55306	Check	1	4187	Beyerl, Jan		Yes	No	No	11/24/2021	300.00
Pay		54703	55307	Check	1	2450	Brothers Fire Protection Co.		Yes	No	No	11/24/2021	1,195.00
Pay		54701	55308	Check	1	1409	Goodheart-Willcox Publisher		Yes	No	No	11/24/2021	3,458.07
Pay		54708	55309	Check	1	4326	Kennedy & Graven, Chartered		Yes	No	No	11/24/2021	611.00
Pay		54705	55310	Check	1	4080	Lucas, Ashley		Yes	No	No	11/24/2021	330.00
Pay		54702	55311	Check	1	2126	Menards - Willmar		Yes	No	No	11/24/2021	51.63
Pay		54704	55312	Check	1	3806	Subway		Yes	No	Yes	11/24/2021	524.30
Pay		54704	55312	Check	1	3806	Subway		Yes	No	Yes	11/30/2021	(524.30)
Pay		54707	55313	Check	1	4245	Wheatley, Judd		Yes	No	No	11/24/2021	43.46
Pay		54711	55314	Check	1	2164	Innovative Office Solutions		Yes	No	No	11/24/2021	0.00
Pay		54710	55315	Check	1	00457	Torkelson's Lock Service		Yes	No	Yes	11/24/2021	0.00
Pay		54714	55316	Check	1	00277	Whitney Music		Yes	No	No	11/24/2021	211.42
Pay		54715	55317	Check	1	4957	Stark, Sonja		Yes	No	No	11/24/2021	30.00
Pay		54716	55318	Check	1	1469	Xcel Energy		Yes	No	No	11/30/2021	614.72
Pay		54718	55319	Check	1	00878	American Family - AFLAC		Yes	No	No	11/30/2021	313.44
Pay		54721	55320	Check	1	1039	Citizens Alliance Bank		Yes	No	No	11/30/2021	485.00
Pay		54726	55321	Check	1	4802	Colonial Life		Yes	No	No	11/30/2021	1,462.35
Pay		54725	55322	Check	1	4594	Kensington Bank		Yes	No	No	11/30/2021	247.00
Pay		54722	55323	Check	1	3014	LegalShield		Yes	No	No	11/30/2021	12.95
Pay		54719	55324	Check	1	00880	MACCRAY Education Association		Yes	No	No	11/30/2021	3,406.60
Pay		54723	55325	Check	1	4043	MIN Child Support Center		Yes	No	No	11/30/2021	51.00
Pay		54720	55326	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	11/30/2021	48.00
Pay		54724	55327	Check	1	4575	Old National Bank		Yes	No	No	11/30/2021	396.02
Pay		54717	55328	Check	1	00023	UNUM Life Insurance Company		Yes	No	No	11/30/2021	214.20
Pay		54727	55329	Check	1	1469	Xcel Energy		Yes	No	No	11/30/2021	6,544.56
Pay		54741	55330	Check	1	4329	Broderius, Sherri		Yes	No	No	11/30/2021	34.72

Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		54732	55331	Check	1	2195	Central MN Christian School		Yes	No	No	11/30/2021	150.00
Pay		54730	55332	Check	1	00299	Countryside Public Health Serv		Yes	No	No	11/30/2021	504.00
Pay		54745	55333	Check	1	4971	Erickson, Megan		Yes	No	No	11/30/2021	7.28
Pay		54731	55334	Check	1	1922	Frontier		Yes	No	No	11/30/2021	382.80
Pay		54728	55335	Check	1	00105	Hillyard / Hutchinson		Yes	No	No	11/30/2021	367.40
Pay		54739	55336	Check	1	3962	Indianhead Foodservice Distributor		Yes	No	No	11/30/2021	3,226.61
Pay		54736	55337	Check	1	3615	Kandiyohi-Renville Community Health Board		Yes	No	No	11/30/2021	610.00
Pay		54740	55338	Check	1	4303	KMS Basketball Association		Yes	No	No	11/30/2021	150.00
Pay		54737	55339	Check	1	3674	Kockelman, Duane		Yes	No	No	11/30/2021	120.00
Pay		54729	55340	Check	1	00267	MARC		Yes	No	No	11/30/2021	575.39
Pay		54735	55341	Check	1	3035	Norland, Craig		Yes	No	No	11/30/2021	120.00
Pay		54746	55342	Check	1	4994	RCWBA		Yes	No	No	11/30/2021	50.00
Pay		54733	55343	Check	1	2347	Rochester Telecom Systems		Yes	No	No	11/30/2021	167.35
Pay		54743	55344	Check	1	4760	Sawas Learning Company LLC		Yes	No	No	11/30/2021	5,931.47
Pay		54744	55345	Check	1	4850	Serbus, Nathan		Yes	No	No	11/30/2021	120.00
Pay		54738	55346	Check	1	3806	Subway		Yes	No	No	11/30/2021	621.67
Pay		54734	55347	Check	1	2923	VISA - CABank		Yes	No	Yes	11/30/2021	0.00
Pay		54742	55348	Check	1	4494	YME Hoops Club		Yes	No	No	11/30/2021	250.00
Pay		54750	55349	Check	1	2923	VISA - CABank		Yes	No	No	11/30/2021	2,290.46
Bank Total:													
SA		54567	21983	Check	1	4016	Almich's Market		Yes	No	No	11/03/2021	108.75
SA		54566	21984	Check	1	1762	Donners Crossroads Truckstop		Yes	No	Yes	11/03/2021	0.00
SA		54568	21985	Check	1	1762	Donners Crossroads Truckstop		Yes	No	No	11/03/2021	701.78
SA		54605	21986	Check	1	3589	Dirty Dog Productions		Yes	No	No	11/09/2021	208.61
SA		54606	21987	Check	1	4981	MACCRAY Facilities Equipment		Yes	No	No	11/09/2021	2,167.01
SA		54603	21988	Check	1	3139	Rambow, Inc.		Yes	No	No	11/09/2021	28.42
SA		54604	21989	Check	1	3428	Van Eps, Jennifer		Yes	No	No	11/09/2021	64.90
SA		54672	21990	Check	1	3962	Indianhead Foodservice Distributor		Yes	No	No	11/18/2021	56.03
SA		54695	21991	Check	1	2359	Amazon.com		Yes	No	No	11/23/2021	100.57
SA		54696	21992	Check	1	3806	Subway		Yes	No	No	11/23/2021	163.20
SA		54699	21993	Check	1	2548	Meca Sportswear		Yes	No	No	11/23/2021	318.90
SA		54709	21994	Check	1	3621	Minnesota FFA Association		Yes	No	No	11/24/2021	1,934.00
SA		54749	21995	Check	1	4993	AP Design		Yes	No	No	11/30/2021	44.85
SA		54748	21996	Check	1	4149	Riley Bus Service, Inc.		Yes	No	No	11/30/2021	1,800.00
SA		54747	21997	Check	1	2923	VISA - CABank		Yes	No	No	11/30/2021	318.03
Bank Total:													
\$8,015.05													
Report Total: \$2,528,639.32													

MACCRAY Schools Enrollment 21-22

	June 20-21	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	EOY
Pre-K	69	73	74	73	73	73						
K	55	52	63	63	63	62						
1	58	54	55	54	54	54						
2	58	57	56	55	55	55						
3	67	63	64	65	65	65						
4	58	63	62	62	62	62						
5	39	57	58	58	58	57						
6	52	40	41	43	43	43						
K-6 Subtotal	387	386	399	400	400	398	0	0	0	0	0	0
PreK-6 Subtotal	456	459	473	473	473	471	0	0	0	0	0	0
7	54	51	51	50	50	49						
8	59	55	56	56	56	55						
9	57	57	58	57	57	56						
10	48	56	59	59	59	59						
11	51	47	45	43	43	43						
12	45	51	49	49	49	48						
Subtotal	314	317	318	314	314	310	0	0	0	0	0	0
K-12 Total	701	703	717	714	714	708	0	0	0	0	0	0
P-12 Total	770	776	791	787	787	781	0	0	0	0	0	0

MACCRAY PUBLIC SCHOOLS

2021-22 EMPLOYMENT AGREEMENT

With
Sarah Timmer

JOB TITLE: Instructional Assistant
DEPARTMENT: Special Education
REPORTS TO: Principal, Special Education Coordinator and Special Education Teacher

JOB SUMMARY

Works with students as directed by the Special Education Teacher. Additional supervision of students may be assigned by the principal.

TERMS OF EMPLOYMENT

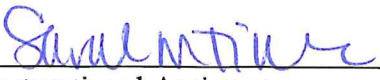
8 Hours– TBD/School Days
Probation Period: 6 months
Wage: \$14.50 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

Performance of this job will be evaluated by the Special Education Teacher/Elementary Principal.

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

IN WITNESS WHEREOF, I have subscribed
My signature this 23 day of Nov, 2021.



Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2021.

School Board Chair

School Board Clerk

MACCRAY PUBLIC SCHOOLS

2021-22 EMPLOYMENT AGREEMENT

With
Ashley Neu

JOB TITLE: Instructional Assistant
DEPARTMENT: Special Education
REPORTS TO: Principal, Special Education Coordinator, and Special Education Teacher

JOB SUMMARY

Works with students as directed by the Special Education Teacher. Additional supervision of students may be assigned by the principal.

TERMS OF EMPLOYMENT

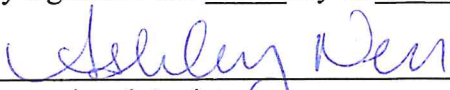
8 Hours– TBD/School Days
Probation Period: 6 months
Wage: \$14.50 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

Performance of this job will be evaluated by the Special Education Teacher/Elementary Principal.

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

IN WITNESS WHEREOF, I have subscribed
My signature this 9 day of December, 2021.



Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2021.

School Board Chair

School Board Clerk



MACCRA Y Public Schools
ISD 2180 *Maynard – Clara City - Raymond*

CONTRACT

Establishing the
Terms and Conditions of Employment

By and Between

MACCRA Y Schools

And

Jim Trulock
Activities Director

July 1, 2021 – June 30, 2023

ARTICLE 1 - PURPOSE

His Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Jim Trulock, Activities Director, has as its objective the establishment of the terms and conditions of employment for the period herein established.

ARTICLE 2 - DEFINITIONS

- Subd. 2.1 P.E.L.R.A. Of 1971 shall mean the Public Employment Labor Relations Act of 1971, as amended.
- Subd. 2.2 Superintendent shall mean the Superintendent of MACCRAY Schools or a designated representative.
- Subd. 2.3 School Board shall mean the School Board of MACCRAY Schools or its designated representative.
- Subd. 2.4 Activities Director will mean the employee covered by the agreement.
- Subd. 2.5 Parties shall mean the District and the Activities Director.
- Subd. 2.6 Other Terms not defined in the Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 3 - RECOGNITION

- Subd. 3.1 Appropriate Unit: In accordance with PELRA. The Dist. recognizes the Association as the exclusive representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services. "All MACCRAY Schools employees, who are certify by the MN Department of Education as a Activities Director who are employed for more than 14 hrs. per week & more than 100 work days per yr. & who devote 50% of their time to administrative/supervisory duties in the capacity of Activities Director."
- Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Activities Director as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Medication Services in accordance with the P.E.L.R.A.

ARTICLE 4 – ACTIVITIES DIRECTOR RIGHTS

- Subd. 4.1 Use of Facilities: The Activities Director shall have the right to use District Buildings before or after hours for meetings, scheduling such use with the Superintendent provided that the Activities Director shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Activities Director in Accordance with District policy.
- Subd 4.2 Indemnification: The Activities Director shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Section 4.4 of the Article.
- Subd. 4.3 Personnel Files: The Activities Director shall have the right to review his/his individual Personnel file in accordance with applicable Minnesota statutes.
- Subd. 4.4 Meet and Confer: The Activities Director has the right on an annual basis to request two (2) meet and confer meetings with the School Board.

ARTICLE 5 - DISTRICT RIGHTS

- Subd. 5.1 Inherent Managerial Rights: The Activities Director recognizes that the District is not required to meet and negotiate on matters of Inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, or number of personnel.
- Subd. 5.2 Reservation of Managerial Rights: The foregoing enumeration of District rights shall not be deemed to exclude other inherent management rights. Any and all management rights and functions not expressly delegated by the Agreement are reserved to the District.
- Subd. 5.3 Laws, Rules and Regulations: The parties agree to abide by applicable State and Federal Laws, rules established by the State Department of Education, and rules and regulations established by the School Board, provided such rules and regulations are not in conflict with the Agreement.

ARTICLE 6 - DUTY YEAR

- Subd. 6.1 The normal duty year shall be considered as 185 total days (This is 5/8 contract, Teacher portion is 3/8).
- Subd. 6.2 Specific Duty Year: These specific duty days during the calendar period July 1 through June 30 shall be established by the Director and the Superintendent. The Superintendent reserves the right to designate specific calendar days during the period of July 1 through June 30 as mandatory duty days.

Subd. 6.3 Management Commitment: The District and the Director concur that the management nature of the duties and responsibilities of the Director covered by the Agreement requires a commitment to whatever time is necessary to accomplish such managerial duties and responsibilities.

ARTICLE 7 - DUTY DAYS

Subd. 7.1 Normal Duty Day:

Subd. 7.1 The Activities Director shall normally be on duty during the period established as the teacher's basic duty day at their building of responsibility or as directed by the Superintendent and shall work 5.3 hrs./day for 159.4 days.

Subd. 7.2 The remaining 25.6 days shall be completed throughout the year.

Subd. 7.3 The Activities Director because of his duties and responsibilities agree to commit whatever time is necessary to accomplish such duties and responsibilities.

ARTICLE 8 – COMPENSATION

Subd. 8.1 Salary Schedule: The annual salary of the Activities Director employed by individual continuing contract for the 2019-2022 and 2022-2023 duty year is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Annual Salary: The Activities Director employed by an individual continuing contract will be paid an annual salary. The Activities Director employed for a duty year less than that established by Article 6, Section 6.1 and 6.2, shall be paid a prorated annual salary.

Subd. 8.3 Daily Rate: For the purposes of calculating daily rate, the Activities Director's annual Individually contracted salary divided by the duty year established by Article 6, Sections 6.1 and 6.2 shall equal daily rate.

Subd. 8.4 Mileage: The Activities Director shall be reimbursed at the Federal mileage rate for the use of their personal automobile to conduct authorized and approved travel on the behalf of the District.

Subd. 8.5 Work Stoppage: The Activities Director, in the event of a strike or work stoppage by other District employees, shall report for duty to carry out School Board policies and directives.

Subd. 8.6 Stipend: A stipend of \$50 will be paid for supervision of spectator sport athletic events and dances (Homecoming, Sno Week and Jr. High Dances).

ARTICLE 9 - INSURANCE

Subd. 9.1 Selection: The selection of the insurance carrier & policy shall be made by the School District as provided by law.

Subd. 9.2 Claims against School District: It is understood that the School District's only obligation is to purchase insurance policy and pay such amount as agreed to here-in and no claim shall be made against the School District as a result of a denial of insurance benefits by an Insurance carrier.

Subd. 9.3 Duration of Insurance Contribution: The Activities Director is eligible for School District contribution as provided in the Article as long as the Activities Director is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Activities Director may remain in the plan for 18 months by paying his own premium as provided by M.S. 62A.17.

Subd. 9.4 Eligibility: The School District contribution will be provided to all Activities Directors and provided on a pro rata basis for those Activities Directors employed on a part time basis.

Subd. 9.5 Benefits: The School District will contribute to the Activities Director's account under the MACCRAY ISD #2180 Flexible Benefits Plan on a monthly basis during the term of the Activities Director's employment **\$7200 (including teacher portion) each year** which the Activities Director may elect to apply toward the cost of benefits available under the Flexible Benefits Plan or to receive in cash.

CORE BENEFITS – 1. Health and Hospitalization insurance. (Total w/ teacher portion is \$7200)

Subd. 9.6 Highly compensated employee component of the ACA. In the event the Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Subd. 9.7 Eligibility: The eligibility of the Activities Director and the Activities Director's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to the article.

Subd. 9.8 Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in the article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in the article.

ARTICLE 10 - LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.11 The Activities Director shall earn sick leave at the rate of 100.5 hours (145.5 total w/ Teachers contract) for each year of employment in the school district. The Activities Director will be credited one-year sick leave allowance upon completion of their first day of service. Deductions for absences will be made on the same basis as granted. Part Time Activities Directors will accrue and be charged sick leave on a pro rata basis.

Subd. 10.12 Unused sick leave days may accumulate to a maximum credit of 600 hours of sick leave.

Subd. 10.13 Sick leave with pay shall be allowed whenever an Activities Director absence is found to have been due to illness which prevented his/his attendance at school and performance of duties on that day or days.

Subd. 10.14 The Activities Director's sick leave may be allowed for absences due to an illness of the Activities Director's spouse, parent and child as covered by M.S. 181.9413, on the same terms the Activities Director is able to use sick leave benefits for the Activities Director own illness as stated in Article X, Section 1 of the Master Contract.

Subd. 10.15 The School District may require the Activities Director to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicated such absence was due to illness in order to qualify for sick leave pay.

Subd. 10.16 In the event that a medical certificate will be required, the Activities Director will be so advised within two (2) working days of return to work.

Subd. 10.17 Sick leave allowed shall be deducted from the accrued sick leave days earned by the Activities Director.

Subd. 10.2 Bereavement Leave: Five (5) day's bereavement leave per death in the immediate family will be granted. Immediate family is to be defined as follows: wife or husband, mother or father, son or daughter, son-in-law or daughter-in-law, mother-in-law or father-in-law, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law. Up to two (2) additional days may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave.

Subd. 10.3 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.

Subd. 10.4 Child Care Leave:

Subd. 10.41 A child care leave may be granted by the School District, subject to the provisions of the section to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 10.42 A Activities Director making application of childcare leave shall inform the Superintendent in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave. In case of adoption, the two (2) calendar month notification shall be waived.

Subd. 10.43 If the reason for the child care leave is occasioned by pregnancy, a Activities Director may elect to utilize sick leave pursuant to the sick leave provision of the Agreement in lieu of seeking childcare pursuant to the Section. A pregnant Activities Director will also provide at the time of the leave of application, a statement from his physician indicating date of delivery. Said Activities Director making application & receiving approval for childcare leave under the Agreement's terms may also qualify for sick leave based on the terms of the Agreement provided the sick leave shall not be used between the beginning and ending dates of the childcare leave.

Subd. 10.44 Three days of the yearly accrued sick leave may be allowed for an adoption of a child by a person covered under the master agreement. Pay shall be allowed for the leave and the days of absence shall be deducted from their sick leave.

Subd. 10.45 The school district may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave coincide with some natural breaks in the school year – i.e. winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like. The availability of a substitute may also be considered by the school board in the granting of a childcare leave or the duration hereof.

Subd. 10.46 In making a determination concerning the commencement & duration of a child care leave, the board shall not, in any event, be required to: 1. Grant any leave more than 12 months in duration, 2. Permit the Activities Director to return to his or his employment prior to the date designated in the request for Child cares leave.

Subd. 10.47 A Activities Director returning from childcare leave shall be re-employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 10.48 Failure of the Activities Director to return pursuant to the date determined under his section shall constitute grounds for termination unless the School District and the Activities Director mutually agrees to an extension of the leave.

Subd. 10.49 A Activities Director who returns from childcare leave within the provisions of his section shall retain all previous experience credit for pay purposes, seniority, and any unused leave time accumulated under the provisions of the agreement at the commencement of the beginning of the leave. The Activities Director shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10.5 Personal Leave:

Subd. 10.51 At the beginning of the school year, each Activities Director shall be granted twenty-nine and three-quarter 29.75 hours of personal leave nonrestrictive (42.5 total including teaching portion). Personal days refer to days not covered by any other provision of the agreement.

Subd. 10.52 Requests for personal leave must be made in writing to the Superintendent of Schools at least one (1) day in advance, except in the event of emergencies. All personal leaves must have prior approval.

Subd. 10.53 A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.

Subd. 10.6 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval. **Activities Director will be able to attend the National Athletics/Activities Directors Convention, once every 3 years. Expenses will be paid by the District.**

ARTICLE 11 – RETIREMENT SAVINGS PLAN

Subd. 11.1 403 (b) Plan: The MACCRAY School District shall maintain a 403(b) retirement savings plan for the Activities Director and will match \$2000 (including teacher portion) into the account each year.

ARTICLE 12 - GRIEVANCE PROCEDURE

Subd. 12.1 Grievance Definition: A "grievance" shall mean an allegation by the Activities Director resulting in a dispute or disagreement between the Activities Director and the School District as to the interpretation or application of terms and conditions contained in his agreement.

Subd. 12.2 Representative: The Activities Director or School District may be represented during any stop of the procedure by any person or agent designated by such part to act in his behalf.

Subd. 12.3 Definitions and Interpretations:

Subd. 12.31 Extension: Time limits specified in his Agreement may be extended by mutual agreement.

Subd. 12.32 Days: Reference to day regarding time periods in his procedure shall refer to working days. A working day is defined as all week days not designated a legal holiday by State Law.

Subd. 12.33 Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period to time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, or Sunday, a legal holiday, in which event the period runs until the end of the next day, which is not a Saturday, a Sunday or a legal holiday.

Subd. 12.34 Filing and Postmark: The filing or service of any notice or document herein shall be timely. It is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 12.4 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within **TWENTY DAYS (20)** after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver hereof. Failure to appeal a grievance from one leave to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Activities Director and the District.

Subd. 12.5 Adjustment of Grievance: The School District and Activities Director shall attempt to adjust all grievances which may arise during the course of Employment of any Activities Director within the District in the following manner:

Subd. 12.51 Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a

written decision on the grievance to the parties involved within **FIVE DAYS** after the receipt of the written grievance.

Subd. 12.52 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School District provided such appeal is made in writing within **FIVE DAYS** after receipt of the decision in Level I. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within **FIFTEEN DAYS** after the meeting, the School District, a committee or representative of the board may be designed by the board to hear the appeal at his level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Subd. 12.6 School District Review: The School District reserves the right to review any decision issued under Level I of his procedure provided the School District or its representative notify the parties of its intention to review within **TEN DAYS** after the decision has been rendered. In the event the School District reviews a grievance under his section, the School District reserves the right to reserve or modify such decision.

Subd. 12.7 Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Activities Director may appeal it to the next level.

Subd. 12.8 Arbitration Procedures: In the event that the Activities Director and the School District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 12.81 Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within **TEN DAYS** following the decision in Level II of the Grievance procedure.

Subd. 12.82 Prior Procedures Required: No grievance shall be considered by the Arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 12.83 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of his procedure, the parties shall within **TEN DAYS** after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PELRA to appoint an arbitrator, pursuant to MS 179.70 subd. 4, providing such request are made within **TWENTY DAYS** after request for arbitration. The request shall ask that the appointment be made within **THIRTY DAYS** after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PELRA within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 12.84 Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party and the School District shall **five days** prior to the arbitration hearing, forward to the arbitrator the submission of the grievance which shall include the following: 1. The issue involved, 2. Statement of the facts, 3. Position of the grievant, & 4. The written documents relating to Article 12 Sections 4 and 5 of the grievance procedure..

Subd. 12.85 Hearing: The grievance shall be heard by a single arbitrator *and both parties may be represented by such person or persons* as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 12.86 Decision: the decision by the arbitrator shall be rendered within **THIRTY DAYS** after the close of the hearing. decision by the arbitrator in cases properly before him shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions are provided by in the PELRA.

Subd. 12.87 Expense: Each party shall bear its own expense in connection with arbitration including expenses relating to the parties representatives, witness, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the Arbitrator, the cost of the transcript or recording if requested by either or both parties, and other expenses, which the parties mutually agree, are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 12.88 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreement relating to grievances properly before the arbitrator pursuant to the terms of his procedure. The jurisdiction of the arbitrator shall not extend to propose changes. In terms and conditions of employment as defined herein and contained in his written agreement; not shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. The jurisdiction of the arbitrator shall include, but is not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In

considering any issue in dispute, in the order the arbitrator shall give due consideration to the statutory rights and obligations of the public school district to efficiency manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 12.89 Duplication: A party shall not institute a grievance action & a Court action on the same action & time.

ARTICLE 13 - Unrequested Leave of Absence

Subd. 13.1 In the event it is necessary for the District to reduce the number of Activities Directors covered by his Agreement, the work force shall be reduced in accordance with MN Stat. 125.12, 6b.

ARTICLE 14 - Indemnification and Provision of Counsel

Subd. 14.1 In the event that an action is brought or a claim is made against the Activities Director arising out of or in connection with Activities Director’s employment, and the Activities Director is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in the section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

ARTICLE 15 - Duration

Subd. 15.1 Term of Contract: The Agreement shall remain in full force and effect for a period commencing July 1, 2021 except as specifically provided otherwise in the Agreement, through June 30, 2023 and hereafter until modified or terminated pursuant to the PELRA of 1971 as amended.

Subd. 15.2 Modification: if either party desires to modify the Agreement effective on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of the Agreement.

Subd. 15.3 Effect: The Agreement constitutes the full and complete agreement between the District and the Activities Director. The provision herein Supersedes and takes precedence over any and all prior Agreement, resolutions, practices, district policies, rules or regulations concerning the terms and conditions of employment.

Subd. 15.4 Finality: It is further agreed that any matters relating to the terms and conditions of employment, whether or not referred to in the Agreement, shall not be open for negotiations during the term of the Agreement.

Subd. 15.5 Severability: The provisions of the Agreement shall be severable, and if any provision hereof or the application of any such provision under and circumstances is held invalid, it shall not affect any other provision of the Agreement or the application of any provisions hereof under different circumstances.

Subd. 15.51 The Activities Director is to notify the Superintendent of his desire to request re-assignment by March 1 of the preceding year. The Activities Director will be re-assigned based on licensure and seniority of positions available for re-assignment.

Subd. 15.52 Upon evaluation the Superintendent may recommend discontinuance of the assignment as Activities Director by April 1 of the preceding year.

SCHEDULE A – Activities Director

2021-2022 \$53,231 2022-2023 \$55,573

Agreed to as the full and complete settlement of the terms and conditions of employment by the signatures of the following representatives of the District and the Activities Director

For: MACCRAY School Board

Activities Director

Chairman

Clerk

Dated his _____ day of _____, 2021

District Negotiator

December 13, 2021

Superintendent Report to MACCRAY School Board

1. Construction - We continue to work on furnishings for the new building. Colors, styles, practicality, flexibility and ability to clean and sanitize are among the many considerations in furnishing the new building. We have met with teachers and students in our planning and selections. We estimate the bulk of furniture orders will be complete by early in 2022. It will be critical to get the orders in early to avoid any issues with shipping.

Playground equipment will be finalized before December 10, 2021, to avoid price increases that occur at the end of the calendar year. We have involved students in the selection of play equipment. The order includes a \$15,000 donation from West Parents Club.

Dan will be unavailable to present his report at the meeting. I will have this information from him to share at the meeting on Monday night.

2. COVID - We have little activity in this department at this moment but as you know situations can change dramatically in the course of a couple days. Our school nurse, Laura Dannen, stays in close communication with parents who call to request tests. At this writing I am being asked by MDH to host a vaccination clinic for ages 5-11 in our school. It is a hot topic. The jury is still out on whether or not to host a COVID vaccination clinic.
3. Transportation - I am proud of the way Palmer Bus Company and John DuHoux operate our bus system. Jenna Fromm, the owner, along with John and Dan, our mechanic, work hard to keep buses safe and ready to roll. This summer it was brought to my attention an opportunity to provide GPS on all of our buses. I agreed and Palmer has since paid for and installed GPS on all buses. Currently, I am working with John and Palmer to get more information on how GPS can help make our routes safer and allow us to track our fleet even more closely. At some time I hope to be able to provide an overview on how we can track the buses to allow for even more student safety.
4. Negotiations - Kim will place a spot on the board agenda for approval of the Master Agreement. The teachers are voting through Friday. I am not sure when they will have results but I expect we will have something by Monday night's meeting. The negotiators will have a report for you at the meeting.
5. I will have a presentation at the meeting which will be a part of my report.

December 2021 Activities Director Report

- 1. The MSHSL board of directors approved the implementation of a 35 second shot clock for Varsity BBB and GBB for the 2023-2024 season. It is a local decision to choose to use it at lower levels. The new gym will have a shot clock on the two backboards that drop from the ceiling when the whole gym is used for that one court. We are meeting with Daktronics tomorrow to discuss what we need in the current gym.**
- 2. Thanks for approving Phillip Iverson as the “One Act Play” coach and Laura Bristle as the “Spelling Bee” Advisor.**
- 3. Dance, BBB, GBB, Wrestling, JH BBB, Knowledge Bowl and Math League are all in progress.**
- 4. BPA currently has 31 members that will attend the regional competition at Minnesota West in Granite Fall on January 21. At this time, it will be in person.**
- 5. Math league has competed virtually in two competitions at this point and sits in 4th place of six teams.**

MACCRAY Elementary School
Board Report
December 13, 2021

- Certified staff inservice on Monday, 11/15...Building Relationships with Karen Schulte
- Conferences update: they were completed on Monday, 10/25 and Thursday, 11/4. In-person and virtual meetings with a great turnout at over 96%
- Our last staff meeting covered our TD & E (Teacher Development and Evaluation) document and what our expectations are with observations ongoing.
- Classroom cleanouts are still taking place, with SPED and Title/Office upcoming
- K-6 students got to view the *Willy Wonka* musical on 11/11
- Elementary students' voting has been completed for the "sides" of our new playgrounds
- The elementary holiday concerts took place on 11/30 and 12/2. It was great to see all of the students perform with a live audience and to see so many friends and family in the gym. Thank you to Megan Erickson and Joel Gronseth for putting it together.
- David Locke Hoop of Life Presentation took place at East on 12/8 for grades 3-6.
- Upcoming Events
 - Classroom Holiday Parties, 12/23
 - Staff Inservice, 1/17
 - Paraprofessional Inservice, 1/31
 - Winter Break, 12/24 - 1/3
 - Staff Meeting, 1/12

Mitchell Kent
Elementary School Principal

RESOLUTION ESTABLISHING COMBINED POLLING PLACES
FOR MULTIPLE PRECINCTS AND
DESIGNATING HOURS DURING WHICH THE POLLING
PLACES WILL REMAIN OPEN FOR VOTING
FOR SCHOOL DISTRICT ELECTIONS NOT HELD
ON THE DAY OF A STATEWIDE ELECTION

BE IT RESOLVED by the School Board of Independent School District No.2180, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. **Each combined polling place must be a polling place that has been designated by a county or municipality.** The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

Combined Polling Place: MACCRAY High School, 711 Wolverine Drive, Clara City, MN 56222

"This combined polling place serves all territory in Independent School District No.2180."

*3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 2 o'clock p.m. and 8:00 o'clock p.m.

Note: See Section 3.6 of the Election Manual regarding certain restrictions on voting hours.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

(If a combined polling place is changed, the change must be adopted at least ninety (90) days prior to the first election where it will be used unless that polling place has become unavailable for use.)

MACCRAY School Board Clerk

DATE

Adopted: _____

MSBA/MASA Model Policy 615

Orig. 1997

Revised: _____

Rev. ~~2017~~ 2019

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.
3. Eligibility Requirements
 - a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:
 - (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
 - (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;
 - (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;
 - (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;
 - (5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic

progress and how the student would participate in statewide testing.

- b. MTAS participation decisions must not be made on the following factors:
 - (1) Student's disability category;
 - (2) Placement;
 - (3) Participation in a separate, specialized curriculum;
 - (4) An expectation that the student will receive a low score on the MCA;
 - (5) Language, social, cultural, or economic differences;
 - (6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

- 1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.
- 2. Eligibility Requirements
 - a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.
 - b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.
 - c. For students in grades that the MTAS is not administered:
 - (1) the student must have cognitive functioning significantly below age level;
 - (2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and
 - (3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.
 - d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.
 - e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

3. Alternate ACCESS participation decisions must not be made on the following factors:
 - a. Student’s disability category;
 - b. Participation in a separate, specialized curriculum;
 - c. Current level of English language proficiency;
 - d. The expectation that the student will receive a low score on the ACCESS for ELs;
 - e. Language, social, cultural, or economic differences;
 - f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current “Procedures Manual for the Minnesota Assessments” which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current “Procedures Manual for the Minnesota Assessments” and 2017-18 Guidelines for Administration of Accommodations and Linguistic Supports (http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/GuidelinesforAccommodationsLS_2018.pdf).

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References:

- Minn. Stat. § 120B.11 (School District Process)
- Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
- Minn. Stat. § 125A.08(a)(1) (Individualized Education Programs)
- Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
- Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
- Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
- Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
- Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
- Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS),
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>
Alternate ACCESS for ELLs Participation Guidelines,
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)