

MACCRAY ISD 2180
Clara City, MN 56222
High School Media Center
Monday, July 8, 2019
6:00 pm

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 Teacher Contract – M. Sunderland
 - 5.4 Approve Maternity Leave – M. Sunderland
 - 5.5 Approve Student Fees
- 6.0 Communication Report
 - 6.1 Administrative Reports
 - 6.1.1 Denise Smith, Community Education – no report
 - 6.1.2 Jim Trulock, Activities Director – Sherri will report
 - 6.1.3 Judd Wheatley, Elementary Principal
 - 6.1.4 Melissa Sparks, High School Principal -no report
 - 6.1.5 Sherri Broderius, Superintendent
 - 6.2 Committee Reports
- 7.0 Discussion items – No action required
- 8.0 Business items – Action Required
 - 8.1 Motion to approve the Fall Coaches/Advisors as presented.
 - 8.2 Motion to approve Master Agreement (if ratified by union in time), Contracts, and Terms and Conditions as presented including Principals, District Administrative Assistants, Administrative Assistants, Business Office Assistants, Custodians, Paraprofessionals, Food Service, Food Service Director, Activities Director, Community Education Director and Business Manager.
 - 8.3 Motion to approve the Bread and Milk Bids for School Year 2019-2020.
 - 8.4 Motion to approve and submit the Review and Comment to MDE.
 - 8.5 Motion to approve renewing membership in MSBA for \$4504.
 - 8.6 Motion to approve the MSHSL template letter for suspension or warning for parents.
 - 8.7 Resolution authorizing the renewal of general education revenue of the school district and the issuance of general obligation school building bonds and calling a special election thereon.
 - 8.8 Motion to approve LTFM plan for FY2020.
 - 8.9 Motion to approve the Softball Field Tiling Project.
 - 8.10 Motion to approve the second and final reading of Policy 209 – Code of Ethics.
 - 8.11 Motion to approve the first and final reading of Policy 514 – Bullying Prohibition Policy.
 - 8.12 Motion to approve the first and final reading of Policy 524 – Internet Acceptable Use & Safety Policy.
 - 8.13 Motion to approve the first and final reading of Policy 534 – Unpaid Meal Charges.

9.0 Upcoming Meetings

9.1 Regular Board Meeting, Monday, August 12, 6PM, HS Media Center.

10.0 Adjournment

**Minutes of the Board of Education
Independent School District #2180
Regular Meeting #12
June 10, 2019, 6:00 PM
High School Media Center**

Members Present: Tate Mueller, Carmel Thein, Julie Alsum, Scott Ruiter, Deb Brandt
Others Present: Sherri Broderius, Superintendent; Melissa Sparks, HS Principal, Judd Wheatley, Elementary Principal, Jim Trulock, Activities Director, Sam Peterson, Herald, several other guests.

Vice-Chair Deb Brandt called the meeting to order at 6:00 pm.

Pledge of Allegiance

Motion by Alsum, second by Mueller, to approve the agenda as presented. Motion carried by unanimous vote.

Public comment: Concerning the Facilities Plan: Arron Enger.

Approval of Consent Agenda:

Motion by Ruiter, second by Mueller, to approve the consent agenda.

Motion carried by unanimous vote.

Adoption of Minutes

Approve payment of bills and financial report.

Approve granting continuing contract to the following teachers: K. Klosterboer, A.

Reszel, L. Carmany

Approve resignation of paraprofessional – J. Waltz

Approve resignation of paraprofessional – T. Robertson

Approve Teaching contract with T. Tongen.

Communications Reports:

Mrs. Smith: No report.

Mr. Trulock: Conclusion of Spring Sports and numbers, Dance court ruling, addressed one campus concerns.

Mr. Wheatley: Hiring update, End of year update.

Mrs. Sparks: Graduating class info.

Ms. Broderius: none.

Committee Report:

Discussion Items:

Business Items:

Motion by Thein, second by Ruiter, to approve the first reading of Policy 209 – Code of Ethics.

Motion carried by unanimous vote.

Motion by Mueller, second by Alsum, to approve the updated 2019-2020 Calendar

Motion carried by unanimous vote.

Motion by Mueller, second by Thein, to approve the E-Learning for the first 5 weather days for the 19-20 School Year according to MN Statute 128A.414.

Motion carried by unanimous vote.

Motion by Ruitter, second by Mueller, to approve renewing membership in MREA.

Motion carried by unanimous vote.

Motion by Ruitter, second by Carmel, to approve the 2019-2020 Original Budget.

Motion carried by unanimous vote.

Motion by Ruitter, second by Thein, for 2 questions on the bond referendum ballot with question 1 being for the Base projects at approximately \$33,715,000 and question 2 being for the Auditorium at approximately \$6,250,000.

Motion failed. Two in favor, 3 opposed.

Motion by Mueller, second by Alsum, for 1 bond referendum question at approximately \$39,965,000.

Motion carried by unanimous vote.

Meetings and Workshops:

Regular School Board Meeting, Monday, July 8, 6PM, HS Media Center.

Adjournment of Meeting

Motion by Mueller, second by Ruitter, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 7:42pm.

Respectfully submitted,

Julie Alsum, Clerk

Kim Sandry, Business Manager

[Type text]

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		49209		Wire	1	3881	Vanco, Inc	No	No	No	USD	06/13/2019	22.05
2180	Pay		49238		Wire	1	00867	PERA	No	No	No	USD	06/14/2019	14,096.09
2180	Pay		49239		Wire	1	00868	MN Teachers Retirement Assoc.	No	No	No	USD	06/14/2019	43,799.07
2180	Pay		49240		Wire	1	2181	Educators Benefit Consultants, LLC	No	No	No	USD	06/14/2019	13,829.66
2180	Pay		49241		Wire	1	2385	MN Department of Revenue	No	No	No	USD	06/14/2019	14,776.04
2180	Pay		49242		Wire	1	2875	Internal Revenue Service	No	No	No	USD	06/14/2019	88,654.02
2180	Pay		49311		Wire	1	00867	PERA	No	No	No	USD	06/28/2019	6,128.97
2180	Pay		49312		Wire	1	00868	MN Teachers Retirement Assoc.	No	No	No	USD	06/28/2019	21,365.01
2180	Pay		49313		Wire	1	2181	Educators Benefit Consultants, LLC	No	No	No	USD	06/28/2019	9,542.02
2180	Pay		49314		Wire	1	2385	MN Department of Revenue	No	No	No	USD	06/28/2019	6,637.15
2180	Pay		49315		Wire	1	2875	Internal Revenue Service	No	No	No	USD	06/28/2019	40,860.62
2180	Pay		49153	50761	Check	1	4578	Deterling, Willie	Yes	No	No	USD	06/04/2019	40.00
2180	Pay		49154	50762	Check	1	2865	Gronseth, Joel	Yes	No	No	USD	06/04/2019	669.04
2180	Pay		49155	50763	Check	1	2797	Minnesota Department of Health	Yes	No	No	USD	06/04/2019	40.00
2180	Pay		49156	50764	Check	1	2797	Minnesota Department of Health	Yes	No	No	USD	06/04/2019	140.00
2180	Pay		49191	50765	Check	1	4016	Aimich's Market	Yes	No	No	USD	06/07/2019	59.38
2180	Pay		49170	50766	Check	1	01540	Athison, LeAnn	Yes	No	No	USD	06/07/2019	60.00
2180	Pay		49181	50767	Check	1	2450	Brothers Fire Protection Co.	Yes	No	No	USD	06/07/2019	1,440.00
2180	Pay		49160	50769	Check	1	00246	City of Raymond	Yes	No	No	USD	06/07/2019	263.54
2180	Pay		49161	50770	Check	1	00251	Clara City Implement	Yes	No	No	USD	06/07/2019	137.96
2180	Pay		49158	50771	Check	1	00048	Clara City Telephone Company	Yes	No	No	USD	06/07/2019	679.96
2180	Pay		49193	50772	Check	1	4234	Clean Site LLC	Yes	No	No	USD	06/07/2019	500.00
2180	Pay		49162	50773	Check	1	00299	Countryside Public Health Serv	Yes	No	No	USD	06/07/2019	227.00
2180	Pay		49172	50774	Check	1	1427	Dean Foods North Central, Inc.	Yes	No	No	USD	06/07/2019	769.90
2180	Pay		49199	50775	Check	1	4580	Diekman, Sheri	Yes	No	No	USD	06/07/2019	35.00
2180	Pay		49175	50776	Check	1	1762	Donners Crossroads Truckstop	Yes	No	No	USD	06/07/2019	79.57
2180	Pay		49163	50777	Check	1	00379	Donners Service Station	Yes	No	No	USD	06/07/2019	950.00
2180	Pay		49188	50778	Check	1	3592	Dooley's Natural Gas	Yes	No	No	USD	06/07/2019	3,454.87
2180	Pay		49177	50779	Check	1	2181	Educators Benefit Consultants, LLC	Yes	No	No	USD	06/07/2019	109.13
2180	Pay		49159	50780	Check	1	00077	Farmers Coop Oil Co.	Yes	No	No	USD	06/07/2019	485.97
2180	Pay		49174	50781	Check	1	1514	Harguth, Brenda	Yes	No	No	USD	06/07/2019	195.31
2180	Pay		49196	50782	Check	1	4331	Honken, Shayla	Yes	No	No	USD	06/07/2019	35.49
2180	Pay		49190	50783	Check	1	3962	Indianhead Foodservice Distributor	Yes	No	No	USD	06/07/2019	679.04
2180	Pay		49169	50784	Check	1	00862	John's Radiator	Yes	No	No	USD	06/07/2019	259.10
2180	Pay		49200	50785	Check	1	4581	Johnson, Danell	Yes	No	No	USD	06/07/2019	35.00
2180	Pay		49182	50786	Check	1	2508	KDMA	Yes	No	No	USD	06/07/2019	245.00
2180	Pay		49171	50787	Check	1	1253	Lindeman, Billy	Yes	No	No	USD	06/07/2019	423.40
2180	Pay		49187	50788	Check	1	3006	MACCRAY Lunch	Yes	No	No	USD	06/07/2019	3,651.81
2180	Pay		49184	50789	Check	1	2877	Matheson Tri Gas	Yes	No	No	USD	06/07/2019	61.25

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		49167	50790	Check	1 00761		Merlie's Repair	Yes	No	No	USD	06/07/2019	122.45
2180	Pay		49197	50791	Check	1 4407		Midwest	Yes	No	No	USD	06/07/2019	34.00
2180	Pay		49198	50792	Check	1 4553		Nordic Solar HoldCo Phase 2, LLC	Yes	No	No	USD	06/07/2019	9,138.16
2180	Pay		49178	50793	Check	1 2284		Northern Business Products	Yes	No	No	USD	06/07/2019	107.47
2180	Pay		49168	50794	Check	1 00763		Pan-O-Gold Baking Company	Yes	No	No	USD	06/07/2019	157.00
2180	Pay		49195	50795	Check	1 4260		Prekker, Jason	Yes	No	No	USD	06/07/2019	120.64
2180	Pay		49165	50796	Check	1 00650		Prinsburg Farmers Coop	Yes	No	No	USD	06/07/2019	44.65
2180	Pay		49173	50797	Check	1 1477		Print Masters	Yes	No	No	USD	06/07/2019	28.50
2180	Pay		49179	50798	Check	1 2347		Rochester Telecom Systems	Yes	No	No	USD	06/07/2019	137.87
2180	Pay		49176	50799	Check	1 2144		Smith, Denise	Yes	No	No	USD	06/07/2019	85.08
2180	Pay		49166	50800	Check	1 00701		Southside Lumber	Yes	No	No	USD	06/07/2019	19.95
2180	Pay		49183	50801	Check	1 2685		Speiser Brothers, Inc.	Yes	No	No	USD	06/07/2019	792.00
2180	Pay		49186	50802	Check	1 2972		Stacy's Nursery	Yes	No	No	USD	06/07/2019	167.60
2180	Pay		49189	50803	Check	1 3806		Subway	Yes	No	No	USD	06/07/2019	93.75
2180	Pay		49185	50804	Check	1 2943		Sweep Hardware	Yes	No	No	USD	06/07/2019	775.17
2180	Pay		49192	50805	Check	1 4210		Tebben Enterprises, Inc.	Yes	No	No	USD	06/07/2019	135.20
2180	Pay		49180	50806	Check	1 2435		VanDenEinde, Beth	Yes	No	No	USD	06/07/2019	17.98
2180	Pay		49164	50807	Check	1 00507		West Central Trophies	Yes	No	No	USD	06/07/2019	152.50
2180	Pay		49194	50808	Check	1 4245		Wheatley, Judd	Yes	No	No	USD	06/07/2019	264.89
2180	Pay		49205	50809	Check	1 00044		City of Clara City	Yes	No	No	USD	06/07/2019	802.68
2180	Pay		49207	50810	Check	1 3963		C. B. Floor Covering L.L.C.	Yes	No	No	USD	06/11/2019	4,170.75
2180	Pay		49208	50811	Check	1 4582		Mindful i Consulting LLC	Yes	No	No	USD	06/13/2019	180.00
2180	Pay		49210	50812	Check	1 00905		Trulock, James	Yes	No	No	USD	06/14/2019	207.06
2180	Pay		49211	50813	Check	1 4585		Wamstad, Mica	Yes	No	No	USD	06/14/2019	63.22
2180	Pay		49233	50814	Check	1 4098		Alsum, Julie	Yes	No	No	USD	06/14/2019	96.28
2180	Pay		49221	50815	Check	1 01863	RE	Central Counties Cooperative	Yes	No	No	USD	06/14/2019	450.64
2180	Pay		49212	50816	Check	1 00046		Clara City Herald	Yes	No	No	USD	06/14/2019	200.00
2180	Pay		49213	50817	Check	1 00056		Dave's Plumbing Repair	Yes	No	No	USD	06/14/2019	518.00
2180	Pay		49215	50818	Check	1 00179		Ecolab Pest Elimination Division	Yes	No	No	USD	06/14/2019	333.68
2180	Pay		49226	50819	Check	1 2746		First Choice Food and Beverage	Yes	No	No	USD	06/14/2019	26.16
2180	Pay		49219	50820	Check	1 00501		Freely Electric, Inc.	Yes	No	No	USD	06/14/2019	981.48
2180	Pay		49227	50821	Check	1 2763		Hildi Inc.	Yes	No	No	USD	06/14/2019	460.00
2180	Pay		49214	50822	Check	1 00105		Hillyard / Hutchinson	Yes	No	No	USD	06/14/2019	61.24
2180	Pay		49224	50823	Check	1 2415		Intermediate District 287	Yes	No	No	USD	06/14/2019	280.06
2180	Pay		49235	50824	Check	1 4583		L & E Greenhouse	Yes	No	No	USD	06/14/2019	76.00
2180	Pay		49234	50825	Check	1 4546		MACCRAY AD	Yes	No	No	USD	06/14/2019	1,574.52
2180	Pay		49231	50826	Check	1 3960		MACCRAY Class of 2021	Yes	No	No	USD	06/14/2019	30.00
2180	Pay		49228	50827	Check	1 3006		MACCRAY Lunch	Yes	No	No	USD	06/14/2019	30.00
2180	Pay		49223	50828	Check	1 2126		Menards - Willmar	Yes	No	No	USD	06/14/2019	14.39

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		49230	50829	Check	1 3633		Mueller, Tate	Yes	No	No	USD	06/14/2019	148.24
2180	Pay		49225	50830	Check	1 2655		Nationwide Glass of Willmar	Yes	No	No	USD	06/14/2019	642.00
2180	Pay		49229	50831	Check	1 3346		Olsen Plumbing and Heating	Yes	No	No	USD	06/14/2019	614.83
2180	Pay		49222	50832	Check	1 1936		Palmer Bus Service, Inc	Yes	No	No	USD	06/14/2019	33,167.02
2180	Pay		49236	50833	Check	1 4584		Ruschen, Cassandra	Yes	No	No	USD	06/14/2019	30.00
2180	Pay		49217	50834	Check	1 00308		SW & WC Service Cooperative	Yes	No	No	USD	06/14/2019	9,122.91
2180	Pay		49232	50835	Check	1 3996		The Computer Man, Inc	Yes	No	No	USD	06/14/2019	572.85
2180	Pay		49218	50836	Check	1 00457		Torkelson's Lock Service	Yes	No	No	USD	06/14/2019	167.50
2180	Pay		49220	50837	Check	1 00844		West Central Sanitation, Inc.	Yes	No	No	USD	06/14/2019	811.96
2180	Pay		49216	50838	Check	1 00277		Whitney Music	Yes	No	No	USD	06/14/2019	98.80
2180	Pay		49245	50839	Check	1 00878		American Family -AFLAC	Yes	No	No	USD	06/14/2019	1,278.05
2180	Pay		49244	50840	Check	1 00528		Bremer Bank	Yes	No	No	USD	06/14/2019	25.00
2180	Pay		49247	50841	Check	1 1039		Citizens Alliance Bank	Yes	No	No	USD	06/14/2019	180.00
2180	Pay		49248	50842	Check	1 2985		EDUCATORS BENEFIT CONSULTANTS	Yes	No	No	USD	06/14/2019	3,583.13
2180	Pay		49250	50843	Check	1 3402		Lake Region Bank	Yes	No	No	USD	06/14/2019	1,699.98
2180	Pay		49249	50844	Check	1 3014		LegalShield	Yes	No	No	USD	06/14/2019	12.95
2180	Pay		49252	50845	Check	1 4043		MN Child Support Center	Yes	No	No	USD	06/14/2019	432.60
2180	Pay		49246	50846	Check	1 00881		NCBERS Group Life Ins.	Yes	No	No	USD	06/14/2019	32.00
2180	Pay		49253	50847	Check	1 4575		Old National Bank	Yes	No	No	USD	06/14/2019	391.67
2180	Pay		49251	50848	Check	1 3844		United Way of West Central MN	Yes	No	No	USD	06/14/2019	10.00
2180	Pay		49243	50849	Check	1 00023		UNUM Life Insurance Company	Yes	No	No	USD	06/14/2019	244.96
2180	Pay		49258	50850	Check	1 3963		C. B. Floor Covering L.L.C.	Yes	No	No	USD	06/17/2019	3,017.00
2180	Pay		49260	50851	Check	1 3053		BOLD Public Schools	Yes	No	No	USD	06/18/2019	80.00
2180	Pay		49263	50852	Check	1 4194		Drex-mart	Yes	No	No	USD	06/18/2019	244.69
2180	Pay		49261	50853	Check	1 3785		Floor to Ceiling Store	Yes	No	No	USD	06/18/2019	8,614.00
2180	Pay		49262	50854	Check	1 3962		Indianhead Foodservice Distributor	Yes	No	No	USD	06/18/2019	87.02
2180	Pay		49264	50855	Check	1 4463		Post, Lucas	Yes	No	No	USD	06/18/2019	195.29
2180	Pay		49259	50856	Check	1 01797		Purchase Power	Yes	No	No	USD	06/18/2019	500.00
2180	Pay		49267	50857	Check	1 2181		Educators Benefit Consultants, LLC	Yes	No	No	USD	06/18/2019	712.15
2180	Pay		49269	50858	Check	1 4053		Music Theatre International	Yes	No	No	USD	06/20/2019	2,175.00
2180	Pay		49268	50859	Check	1 1374		Sparks, Melissa	Yes	No	No	USD	06/20/2019	520.84
2180	Pay		49270	50860	Check	1 4517		Driessen Water Inc.	Yes	No	No	USD	06/20/2019	101.15
2180	Pay		49272	50861	Check	1 4204		Mickels Construction & Snow Removal	Yes	No	No	USD	06/21/2019	3,950.00
2180	Pay		49273	50862	Check	1 3406		Benson Schools	Yes	No	No	USD	06/21/2019	125.00
2180	Pay		49277	50863	Check	1 2359		Amazon.com	Yes	No	No	USD	06/21/2019	220.16
2180	Pay		49275	50864	Check	1 00138		City of Maynard	Yes	No	No	USD	06/21/2019	510.66
2180	Pay		49281	50865	Check	1 4503		Device Repair - Marshall	Yes	No	No	USD	06/21/2019	100.00
2180	Pay		49274	50866	Check	1 00105		Hillyard / Hutchinson	Yes	No	No	USD	06/21/2019	802.00
2180	Pay		49279	50867	Check	1 3006		MACCRAY Lunch	Yes	No	No	USD	06/21/2019	10.00

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		49278	50868	Check	1	2548	Meca Sportswear	Yes	No	No	USD	06/21/2019	335.25
2180	Pay		49276	50869	Check	1	00178	Nicklasson Athletic Co.	Yes	No	No	USD	06/21/2019	772.95
2180	Pay		49280	50870	Check	1	3139	Rambow, Inc.	Yes	No	No	USD	06/21/2019	492.00
2180	Pay		49283	50871	Check	1	2923	VISA - CABank	Yes	No	No	USD	06/27/2019	3,912.34
2180	Pay		49293	50872	Check	1	2791	Arnolds of Willmar	Yes	No	No	USD	06/28/2019	54.54
2180	Pay		49290	50873	Check	1	1817	Bennett Office Technologies	Yes	No	No	USD	06/28/2019	1,719.24
2180	Pay		49299	50874	Check	1	4329	Broderius, Sherri	Yes	No	No	USD	06/28/2019	139.78
2180	Pay		49287	50875	Check	1	01432	Chappell Central, Inc.	Yes	No	No	USD	06/28/2019	3,218.89
2180	Pay		49286	50876	Check	1	00299	Countryside Public Health Serv	Yes	No	No	USD	06/28/2019	12.00
2180	Pay		49300	50877	Check	1	4448	Culinex	Yes	No	No	USD	06/28/2019	25,431.51
2180	Pay		49297	50878	Check	1	3703	Hammerschmidt, Kourtney	Yes	No	No	USD	06/28/2019	225.00
2180	Pay		49292	50879	Check	1	2763	Hildi Inc.	Yes	No	No	USD	06/28/2019	300.00
2180	Pay		49285	50880	Check	1	00105	Hillyard / Hutchinson	Yes	No	No	USD	06/28/2019	28.39
2180	Pay		49289	50881	Check	1	1253	Lindeman, Billy	Yes	No	No	USD	06/28/2019	71.34
2180	Pay		49301	50882	Check	1	4587	Lippert, Debra	Yes	No	No	USD	06/28/2019	16.95
2180	Pay		49294	50883	Check	1	2839	MACCRAY Student Council	Yes	No	No	USD	06/28/2019	1,000.00
2180	Pay		49296	50884	Check	1	3531	MARCO Technologies, LLC.	Yes	No	No	USD	06/28/2019	375.00
2180	Pay		49302	50885	Check	1	4588	Mortenson, Alexis	Yes	No	No	USD	06/28/2019	225.00
2180	Pay		49303	50886	Check	1	4589	Niemeyer, Nicole	Yes	No	No	USD	06/28/2019	56.84
2180	Pay		49288	50887	Check	1	01797	Purchase Power	Yes	No	No	USD	06/28/2019	94.00
2180	Pay		49295	50888	Check	1	3139	Rambow, Inc.	Yes	No	No	USD	06/28/2019	26.00
2180	Pay		49291	50889	Check	1	2391	RCW Public Schools	Yes	No	No	USD	06/28/2019	3,161.53
2180	Pay		49298	50890	Check	1	4245	Wheatley, Judd	Yes	No	No	USD	06/28/2019	12.00
2180	Pay		49305	50891	Check	1	2345	Brandt, Debi	Yes	No	No	USD	06/28/2019	648.00
2180	Pay		49306	50892	Check	1	1922	Frontier	Yes	No	No	USD	06/28/2019	374.18
2180	Pay		49307	50893	Check	1	4590	Steen, Butch	Yes	No	No	USD	06/28/2019	144.90
2180	Pay		49309	50894	Check	1	3610	Felt, Michael	Yes	No	No	USD	06/28/2019	840.00
2180	Pay		49308	50895	Check	1	2865	Gronseth, Joel	Yes	No	No	USD	06/28/2019	79.44
2180	Pay		49310	50896	Check	1	4591	Peterson, Kendra	Yes	No	No	USD	06/28/2019	300.00
2180	Pay		49318	50897	Check	1	00878	American Family -AFLAC	Yes	No	No	USD	06/28/2019	595.41
2180	Pay		49317	50898	Check	1	00528	Bremer Bank	Yes	No	No	USD	06/28/2019	25.00
2180	Pay		49320	50899	Check	1	1039	Citizens Alliance Bank	Yes	No	No	USD	06/28/2019	180.00
2180	Pay		49321	50900	Check	1	2985	EDUCATORS BENEFIT CONSULTANTS	Yes	No	No	USD	06/28/2019	2,320.61
2180	Pay		49322	50901	Check	1	3014	LegalShield	Yes	No	No	USD	06/28/2019	12.95
2180	Pay		49324	50902	Check	1	4043	MN Child Support Center	Yes	No	No	USD	06/28/2019	432.60
2180	Pay		49319	50903	Check	1	00881	NCPERS Group Life Ins.	Yes	No	No	USD	06/28/2019	32.00
2180	Pay		49325	50904	Check	1	4575	Old National Bank	Yes	No	No	USD	06/28/2019	391.67
2180	Pay		49323	50905	Check	1	3844	United Way of West Central MN	Yes	No	No	USD	06/28/2019	10.00

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		49316	50906	Check	1	00023	UNJUM Life Insurance Company	Yes	No	No	USD	06/28/2019	244.96
Bank Total: \$421,932.12														
2180	SA		49202	21566	Check	1	1762	Donners Crossroads Truckstop	Yes	No	No	USD	06/07/2019	145.43
2180	SA		49204	21567	Check	1	2939	Johnson, Ben	Yes	No	No	USD	06/07/2019	216.00
2180	SA		49201	21568	Check	1	00998	R & R Bakery	Yes	No	No	USD	06/07/2019	8.98
2180	SA		49203	21569	Check	1	2418	Wild Hare Floral & Garden Ctr	Yes	No	No	USD	06/07/2019	147.00
2180	SA		49206	21570	Check	1	3562	Hansen Advertising, Inc.	Yes	No	No	USD	06/11/2019	1,260.00
2180	SA		49237	21571	Check	1	3006	MACCRAY Lunch	Yes	No	No	USD	06/14/2019	14.00
2180	SA		49266	21572	Check	1	3917	Children's Minnesota Foundation	Yes	No	No	USD	06/18/2019	1,434.00
2180	SA		49265	21573	Check	1	3707	Willmar Bus Service	Yes	No	No	USD	06/18/2019	750.00
2180	SA		49271	21574	Check	1	4495	MACCRAY Class of 2024	Yes	No	No	USD	06/20/2019	757.50
2180	SA		49282	21575	Check	1	00178	Nicklasson Athletic Co.	Yes	No	No	USD	06/21/2019	119.00
2180	SA		49284	21576	Check	1	2923	VISA - CABank	Yes	No	No	USD	06/27/2019	155.00
2180	SA		49304	21577	Check	1	3621	Minnesota FFA	Yes	No	No	USD	06/28/2019	570.00
Bank Total: \$5,576.91														
Report Total: \$427,509.03														

Ind. School District #2180
Exp Summary - Fd, Pro Series
Period Ending June 30, 2019

Sequence: Fd, Pro

		19RVSD										
		Annual Budget	Period 201912	Year To Date	% YTD	Encumbrances	+ Enc	% YTD			Remaining	
											Balance	
01	General											
	000 Administration	641,398.00	61,911.90	667,728.06	104%	937.62		104%			(27,267.68)	
	100 District Support Services	270,485.00	19,212.77	273,786.41	101%	2,558.21		102%			(5,859.62)	
	200 Elem & Secondary Regular Instr	3,868,591.00	410,154.94	3,519,850.62	91%	6,949.57		91%			341,790.81	
	300 Vocational Education Instr	90,600.00	16,514.21	85,172.02	94%	0.00		94%			5,427.98	
	400 Special Education Instr	1,553,698.00	120,177.84	1,294,334.06	83%	1,611.11		83%			257,752.83	
	600 Instructional Support Services	415,271.00	22,834.61	369,922.52	89%	4,347.63		90%			41,000.85	
	700 Pupil Support Services	897,499.00	32,861.03	895,307.70	100%	12.00		100%			2,179.30	
	800 Sites & Buildings	1,116,700.00	54,876.43	1,139,964.28	102%	2,166.40		102%			(25,430.68)	
	900 Fiscal & Other Fixed Costs	292,015.00	0.00	291,804.39	100%	0.00		100%			210.61	
01	General	9,146,257.00	738,543.73	8,537,870.06	93%	18,582.54		94%			589,804.40	
02	Food Service											
	700 Pupil Support Services	522,328.00	30,114.35	541,203.63	104%	34,095.87		110%			(52,971.50)	
02	Food Service	522,328.00	30,114.35	541,203.63	104%	34,095.87		110%			(52,971.50)	
04	Community Service											
	500 Community Ed & Services	479,405.00	35,271.76	406,003.81	85%	3,829.03		85%			69,572.16	
04	Community Service	479,405.00	35,271.76	406,003.81	85%	3,829.03		85%			69,572.16	
05	Capital Outlay											
	100 District Support Services	34,000.00	0.00	34,000.00	100%	0.00		100%			0.00	
	200 Elem & Secondary Regular Instr	34,100.00	0.00	34,476.06	101%	0.00		101%			(376.06)	
	600 Instructional Support Services	84,000.00	0.00	83,378.95	99%	0.00		99%			621.05	
	800 Sites & Buildings	489,810.00	14,694.48	506,796.78	103%	15,873.89		107%			(32,860.67)	
05	Capital Outlay	641,910.00	14,694.48	658,651.79	103%	15,873.89		105%			(32,615.68)	
07	Debt Redemption											
	900 Fiscal & Other Fixed Costs	602,750.00	0.00	602,775.00	100%	0.00		100%			(25.00)	
07	Debt Redemption	602,750.00	0.00	602,775.00	100%	0.00		100%			(25.00)	
Report Totals:		11,392,650.00	818,624.32	10,746,504.29	94%	72,381.33		95%			573,764.38	

INVESTMENTS OUTSTANDING

June 30, 2018

MSDMAX Fund – MSDLAF

MSDMAX Fund Balance as of June 30, 2018	\$2,181.69
Interest - July 31, 2018	\$3.77
Interest – Aug. 31, 2018	\$3.74
Interest – Sept. 30, 2018	\$3.59
Interest – Oct. 31, 2018	\$3.96
Interest – Nov. 30, 2018	\$3.98
Interest – Dec. 31, 2018	\$4.35
Interest – Jan. 31, 2019	\$4.70
Interest – Feb. 28, 2019	\$4.25
Interest – March 31, 2019	\$4.64
Interest – April 30, 2019	\$4.42
Interest – May 31, 2019	\$4.46
Interest – June 30, 2019	\$4.22
BALANCE	<u>\$2,231.77</u>

LIQUID ASSET FUND

Money Market Balance as of June 30, 2018	\$1,487.69
Interest – July 31, 2018	\$2.46
Interest – Aug. 31, 2018	\$2.42
Interest – Sept. 30, 2018	\$2.34
Interest – Oct. 31, 2018	\$2.52
Interest – Nov. 30, 2018	\$2.58
Interest – Dec. 31, 2018	\$2.81
Interest – Jan. 31, 2019	\$3.07
Interest – Feb. 28, 2019	\$2.79
Interest – March 31, 2019	\$3.03
Interest – April 30, 2019	\$2.88
Interest - May 31, 2019	\$2.91
Interest – June 30, 2019	\$2.75
BALANCE	<u>\$1,520.25</u>

Heritage Bank N.A. (Savings)

Balance on June 30, 2018	\$45,260.67
Interest – July 31, 2018	\$25.30
Interest – Aug. 31, 2018	\$32.26
Interest – Sept. 30, 2018	\$33.03
Interest – Oct. 31, 2018	\$38.95
Interest – Nov. 30, 2018	\$35.44
Interest – Dec. 31, 2018	\$36.65
Interest – Jan. 31, 2019	\$36.68
Interest – Feb. 28, 2019	\$33.16
Interest – March 31, 2019	\$34.37
Interest – April 30, 2019	\$37.95
Interest – May 31, 2019	\$36.80
Interest – June 30, 2019	\$33.26
BALANCE	<u>\$45,674.52</u>

Citizens Alliance Bank Special Money Market Savings

Balance as of June 30, 2018	\$3,031,943.33
Interest – July 31, 2018	\$1,287.54
Interest – Aug. 31, 2018 (Transfer \$250,000 out)	\$1,277.81
Interest – Sept. 30, 2018	\$1,296.89

Interest – Oct. 31, 2018	\$1,419.62
Interest – Nov. 30, 2018	\$1,374.52
Interest – Dec. 31, 2018 (Transfer \$300,000 out)	\$1,395.09
Interest – Jan. 31, 2019 (Transfer \$500,000 out)	\$1,471.54
Interest – Feb. 28, 2019	\$1,298.55
Interest – March 31, 2019	\$1,438.61
Interest – April 30, 2019	\$1,393.35
Interest – May 31, 2019 (Transfer \$300,000 in)	\$1,552.44
Interest – June 30, 2019	\$1497.87
BALANCE	<u>\$2,298,647.16</u>

July 2019 Activities Director Report
(Sherri will report.)

1. I am closing the Circle Drive/Office entrance this year. Almost (if not all) schools have only one entrance.
 - a. There are almost no paying customers that enter this gate.
 - b. It is labor intensive having to prepare and count an extra cash box for each event.
 - c. Often times it is difficult to find a 2nd ticket taker and they are rarely able to get here on time.
 - d. We will be putting up three handicap parking spots in the main lot like many other schools have such as KMS and Montevideo.
2. Discuss SB field tiling project.
3. Discuss the letter being sent to a parent that did not follow school policy when approaching our coaches at a game. When confronting our coaches after a game, this parent was very disrespectful as well as used foul language.
4. I am recommending no activity fee increases for this year.
5. Thanks for approving the Fall coaches. (list attached)

Fall 2019 MACCRAY Coaches - updated 07/02/19

Football

Rick Meyer	Head Varsity
Nate Bourne	Asst. Varsity
Cole Christopher	Asst. Varsity
??????	Junior High
??????	Junior High

Boys & Girls Cross Country

Deb Hoberg	Head Varsity - RCW
Brittany Cook	Asst. - MACCRAY

Volleyball

Terese Bourne	Head Varsity
Abbey Thissen	B Squad
Brenda Schwitters	C Squad
??????	8th Grade
??????	7th Grade

Girls Tennis

Trisha Baldwin	Head Varsity
Lindsey Bosch	Asst./JH

Please approve these volunteers for the respective sports:

Aleah Schwitters - Volleyball Volunteer
Ashley Dirksen - Volleyball Volunteer
Sydney Schwitters - Volleyball Volunteer
Tory Brouwer - Volleyball Volunteer
Olivia Ruiter - Volleyball Volunteer
Piper Asche - Volleyball Volunteer
Danni Burns - Volleyball Volunteer
Ashley Trulock - Tennis Volunteer
Annie Sandry - Tennis Volunteer
Riley Essendrup - Tennis Volunteer
Tyler Anderson - Football Volunteer

Fees for Board Approval 2019-2020

- | | | |
|---|--|--------------------|
| ● Parking Permit | 2018-2019 | \$50.00 |
| | 2019-2020 | \$0 |
| ● Tech Insurance | 2018-2019 | \$10/\$20/Max \$40 |
| | 2019-2020 | \$10/\$40/Max \$60 |
| ● Activity Fees | | |
| ○ Students 9-12 | | \$80.00 |
| ○ Students 7-8 | | \$50.00 |
| ○ Reduced fees 7-12 | | \$25.00 |
| ○ Senior Citizen Fee (given to MACCRAY resident OR MACCRAY grandparent 65 years and older) | | \$ 0 |
| ○ Fine Arts 7-12 | | \$25.00 |
| ○ Clubs 7-12 (Math league, KB) | | \$25.00 |
| | *Maximum fee paid per individual for all activities | \$200.00 |
| | *Maximum fee paid per family for all activities | \$400.00 |
| ● Activity Passes | | |
| ○ Adults | | \$80.00 |
| ○ Students | | \$40.00 |
| ○ AdultPunch card (10 punches) | | \$45.00 |
| ○ Student Punch card (10 punches) | | \$25.00 |
| ● Class Dues 7-11 | | \$15.00 per year |
| ● Elementary Assignment Book | | \$5.00 |

July 8, 2019

- Planning on putting bare minimum in parent mailer. What is the necessary documents needed in booklet?

In Mailer-

Letter from Superintendent and both Principals in one letter.

Calendar

Tech information-only need signature if you **do not** want a computer device

Meal prices

Open House letter

2019-2020 Fees for Grades 7-12

F/R Lunch applications

Electronic on website-

Asbestos

Part B Notice of Procedural Safeguards Regarding Health Related Services

Testing dates

Activity Information

Instructions on how to pay for fees online

Coaches

Pictures dates for fall sports

Back to school supplies-posted already in Walmart and Target

School Consent for Administration of Non and Prescription Medications

School Board Members

2019-2020 Milk YesBids for Hutchinson, Litchfiel, Dassel/Cokato, MACCRAY

Dean Foods

Product	Total Usage	Price	Total Cost	Copies/Original	Received Date	Availability
Skim 1/2 pint	296700	\$ 0.20	\$ 59,013.63			Yes
1% milk 1/2 pint	413600	\$ 0.21	\$ 86,401.04			Yes
Chocolate skim 1/2 pint	757400	\$ 0.22	\$ 163,901.36			Yes
2% Gallon		\$ 3.10	\$ -			Yes
			\$ -			
			\$ -			
			\$ -			
		Total	\$ 309,316.03	Yes	Yes	

Price	40%	40
Availability	25%	25
Service/Past History	35%	10
	Total	75

Kemps & Hastings Dairy - No Bid

Product	Total Usage	Price	Total Cost	Copies/Original	Received Date
Skim			\$ -		
1% milk			\$ -		
Chocolate Skim			\$ -		
			\$ -		
			\$ -		
			\$ -		
		\$ -	\$ -		
		Total	\$ -		

Price	40%	
Availability	25%	
Service/Past History	35%	
	Total	0

Date: July 2, 2019
To: Superintendent and School Board
From: Julie Wohlman, FSD
Subject: Milk Proposal with MACCRAY, Hutchinson, Dassel/Cokato, Litchfield

We received milk proposal from Dean Foods. Kemps and Hastings Dairy did not submit bids. The total cost per combined usage is \$ 309,316.03 for Dean Foods.

I am recommending that we go with the Dean Foods Proposal for 2019-2020.

See attached Scoring Sheet for the Milk Proposals for 2019-2020.

2019-2020 Bread Bids for Western MN 5

Pan O Gold

Product	Total Usage	Price	Total Cost	Availability	Service	Copies/Original	Whole Grain -8gr	Formulations	Received Date
Wheat Sandwich Bread	2387	\$ 1.25	\$ 2,983.75	y					
Wheat Round Top Bread	4100	\$ 1.25	\$ 5,125.00	y					
WG Hamburger Bun 4"	9835	\$ 1.32	\$ 12,982.20	y					
WG Hamburger Bun 3.5"	1800	\$ 1.32	\$ 2,376.00	y					
WG Coney Bun	1885	\$ 1.36	\$ 2,563.60	y					
WG Steak /Sub Bun 6"	2177	\$ 1.73	\$ 3,766.21	y					
WG Dinner Rolls	1015	\$ 1.25	\$ 1,268.75	y					
		Total	\$ 31,065.51	Yes	Yes	Yes	Yes	Yes	Yes
Price	50%		50						
Availability	25%		25						
Service/Past History	25%		12.5						
		Total	87.5						

Bimbo Bakeries

Product	Total Usage	Price	Total Cost	Availability	Service	Copies/Original	Whole Grain -8gr	Formulations	Received Date
Wheat Sandwich Bread	2387	\$ 1.41	\$ 3,365.67	y					
Wheat Round Top Bread	4100	\$ 2.03	\$ 8,323.00	y					
WG Hamburger Bun 4"	9835	\$ 1.51	\$ 14,850.85	y					
WG Hamburger Bun 3.5"	1800	\$ 1.54	\$ 2,772.00	y					
WG Coney Bun	1885	\$ 1.52	\$ 2,865.20	y					
WG Steak /Sub Bun 6"	2177	\$ 1.75	\$ 3,809.75	y					
WG Dinner Rolls	1015	\$ -	\$ -	n					
		Total	\$ 35,986.47	No	Yes	No	Yes	Yes	Yes
Price	50%		0						
Availability	25%		0						
Service/Past History	25%		12.5						
		Total	12.5						

Date: June 26, 2019
To: Superintendent and School Board
From: Julie Wohlman, FSD
Subject: Bread Proposal with Western MN 5

We received bread proposal from Pan O Gold and Bimbo Bakeries. The total cost per combined usage is \$31,065.51 for Pan O Gold and \$35,986.47 for Bimbo.

I am recommending that we go with the Pan O Gold Proposal for 2019-2020. Pan O Gold met all the requirements of the Request for Proposal including the price. We also have the option to negotiate for two 1-year renewals. Bimbo Bakeries did not meet all the requirements.

See attached Scoring Sheet for the Bread Proposals for 2019-2020.



Division of School Finance
1500 Highway 36 West
Roseville, MN 55113-4266

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-05

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information									
District Name:	MACCRAY	Date:	6/24/2019									
District Number:	2180	Email:	sandryk@maccray.k12.mn.us									
District Contact Name:	Kim Sandry											
Contact Phone #	320-847-2154											

		Fiscal Year (FY) Ending June 30										
Expenditure Categories		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	Category (1)											
347	Physical Hazards	\$2,002	\$2,100	\$2,142	\$2,185	\$2,229	\$2,273	\$2,319	\$2,365	\$2,412	\$2,460	\$2,510
349	Other Hazardous Materials	\$2,580	\$2,600	\$2,652	\$2,705	\$2,759	\$2,814	\$2,871	\$2,928	\$2,987	\$3,046	\$3,107
352	Environmental Health and Safety Management	\$8,772	\$8,800	\$8,976	\$9,156	\$9,339	\$9,525	\$9,716	\$9,910	\$10,108	\$10,311	\$10,517
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$10,469	\$10,500	\$10,710	\$10,924	\$11,143	\$11,366	\$11,593	\$11,825	\$12,061	\$12,302	\$12,548
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Health and Safety Capital Projects	\$23,823	\$24,000	\$24,480	\$24,970	\$25,469	\$25,978	\$26,498	\$27,028	\$27,568	\$28,120	\$28,682
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year												
Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Health and Safety Capital Projects \$100,000 or More	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	Category (3)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner. <i>(No new appropriations for this category FY 2020 - beyond.)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility												
Finance Code	Category (4)											
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category (5)											
368	Building Envelope	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
369	Building Hardware and Equipment	\$3,852	\$3,929	\$4,008	\$4,088	\$4,170	\$4,253	\$4,338	\$4,425	\$4,513	\$4,604	\$4,696
370	Electrical	\$796	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$0	\$27,301	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
380	Mechanical Systems	\$33,355	\$34,022	\$34,703	\$35,397	\$36,105	\$36,827	\$37,564	\$38,315	\$39,081	\$39,863	\$40,660
381	Plumbing	\$4,359	\$1,000	\$1,020	\$1,040	\$1,061	\$1,082	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195
382	Professional Services and Salary	\$0	\$31,287	\$31,913	\$32,550	\$33,202	\$33,886	\$34,543	\$35,234	\$35,939	\$36,658	\$37,391
383	Roof Systems	\$260,561	\$185,035	\$190,000	\$195,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
384	Site Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Deferred Capital Expense and Maintenance	\$302,923	\$282,575	\$261,644	\$268,075	\$274,538	\$276,048	\$277,549	\$279,100	\$280,682	\$282,296	\$283,942
Total Annual 10-Year Plan Expenditures		\$326,746	\$306,575	\$286,124	\$293,045	\$300,007	\$302,027	\$304,047	\$306,128	\$308,251	\$310,416	\$312,624



Division of School Finance
1500 Highway 36 West
Roseville, MN 55113-4266

Fiscal Year (FY) 2021 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-05
Due: July 31, 2019

General Information: Minnesota school districts, intermediate school districts and cooperatives applying for Long-Term Facilities Maintenance (LTFM) revenue under Minnesota Statutes, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2019. Submit to: Attention [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation.

Identification Information

Name of District or Cooperative: <i>ISD 2180 MACCRAE Schools</i>	District Number and Type: <i>2180-01</i>	Date Submitted:
--	---	-----------------

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2021 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
4. All actual expenditures to be reported in UFARS for FY 2021 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. § 127A.411, subd. 3).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. § 121A.335).

Certification of Statement of Assurances

A Statement of Assurances submitted by a single district must be signed by the district superintendent. A Statement of Assurances submitted by an intermediate school district or cooperative must be signed by the intermediate district superintendent or cooperative director.

Signature – Superintendent or Cooperative Director: <i>Sherrri Broderius</i>	Name – Superintendent or Cooperative Director (Please print) <i>Sherrri Broderius</i>	Date:
---	--	-------

FY 2021 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/15/2019																
2180	<= Type in School District Number																			
	M.A.C.C.R.A.Y. School District				Change only															
			if requiring levy	Payable 2019																
Calculations for Ten Year Projection				Pay 19	adjustments	LLC Certification	Current Estimate													
	LLC #	FY 2019	FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029							
1	Type your district number in cell A2 (Minneapolis = 1.2)																			
2	Type adjusted pupil units (APU), health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 17 to 18, 20, 21, 26, 27 and 50																			
3	Type debt excess, intermediate/co-op district, and revenue reduction data in lines 13, 15, 23, 31, and 33																			
4	Look-up data from following tabs																			
5	Initial Formula Revenue																			
6	Current year APU	57	817.00	821.72	815.19	815.19	815.19	815.19	815.19	815.19	815.19	815.19	815.19							
6a	Additional prekindergarten (Pre-K) Pupil Units (Line 19 of Pre-K application)																			
6b	Total Adjusted Pupil Units = (6) + (6a)			821.72	815.19	815.19	815.19	815.19	815.19	815.19	815.19	815.19	815.19							
7	District average building age (uncapped)	451	53.51	53.51	54.51	55.51	56.51	57.51	58.51	59.51	60.51	61.51	62.51							
8	Formula allowance		\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00							
9	Building age ratio = (Lesser of 1 or (7) / 35)	452		1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000							
10	Initial revenue = (6) * (8) * (9)	453	310,460	312,253	309,771	309,771	309,771	309,771	309,771	309,771	309,771	309,771	309,771							
11	Added revenue for Eligible H&S Projects > \$100,000 / site																			
12	Debt service for existing alternative (Alt) facilities Health and Safety (H&S) bonds (1B) - gross before debt excess	702		607,884	607,832	610,299	612,609	609,512	612,623	611,048	-	-	-							
13	Debt Excess related to Debt Service for existing Alt facilities H&S bonds (1B)	756		-	-	-	-	-	-	-	-	-	-							
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	701		-	-	-	-	-	-	-	-	-	-							
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	755		-	-	-	-	-	-	-	-	-	-							
17	\$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue	767		-	-	-	-	-	-	-	-	-	-							
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site	455		-	-	-	-	-	-	-	-	-	-							
19	Total additional revenue for eligible H&S projects >\$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	456	607,885	607,884	607,832	610,299	612,609	609,512	612,623	611,048	-	-	-							
	Added revenue for Pre-K remodeling (for voluntary prekindergarten (VPK) approvals only)																			
20a	Net debt service for bonds approved for Pre-K remodeling	768		-	-	-	-	-	-	-	-	-	-							
20b	Pay as you go for projects approved for Pre-K remodeling	457		-	-	-	-	-	-	-	-	-	-							
20c	Total Pre-K revenue			-	-	-	-	-	-	-	-	-	-							
20d	Total New Law Revenue (10) + (19) + (20c)	458		920,138	917,603	920,071	922,381	919,283	922,394	920,819	309,771	309,771	309,771							

FY 2021 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/15/2019													
2180	<= Type in School District Number																
	M.A.C.C.R.A.Y. School District				Change only												
			if requiring levy	Payable 2019													
Calculations for Ten Year Projection				Pay 19	adjustments	LLC Certification	Current Estimate										
	LLC #	FY 2019	FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029				
58	General Fund Equalized Revenue = (43) - (52)	492		-	-	-	-	-	-	-	309,771	309,771	309,771				
59	Total General Fund Aid = (46) - (53)	493		-	-	-	-	-	-	-	34,016	34,026	34,015				
60	General Fund Equalized Levy = (58) * (41)	494		-	-	-	-	-	-	-	275,755	275,746	275,757				
61	General Fund Unequalized levy = (57) - (58)	495		312,253	309,771	309,771	309,771	309,771	309,771	309,771	-	-	-				
62	Total General Fund Levy = (60) + (61)	496		312,253	309,771	309,771	309,771	309,771	309,771	309,771	275,755	275,746	275,757				
Notes: 1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid. 2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan. 3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H&S portion entered on line 14.																	

PROPOSAL FOR REVIEW AND COMMENT

July 8, 2019

SUBMITTED TO: MINNESOTA DEPARTMENT OF EDUCATION

SUBMITTED BY: INDEPENDENT SCHOOL DISTRICT #2180
MACCRAY PUBLIC SCHOOLS
711 WOLVERINE DRIVE
CLARA CITY, MN 56222

Contact: Mrs. Sherri Broderius
Superintendent
Ph: 320-847-2154



PREPARED BY: ICS CONSULTING, INC
3890 Pheasant Ridge Drive NE
Blaine, MN 55449

Contact: Mr. Mike Hubbard, P.E.
Ph: (605) 261-5616

TABLE OF CONTENTS

R&C Section #	Description	Page #
	Cover Letter	2
	Introduction and Summary Description	3
1	The Geographic Area and Population to be Served	5
2	Existing School Facilities	6
3	Specific Deficiencies of the Facilities	7
4	Description of the Project	11
5	Method of Project Financing	15
6	Documentation Obligating the District and Contractors	16
	Appendix	17
	A: District Boundary Map	18
	B: Space Programs, Layouts, Budget Breakdown	19
	C: Financial Information	25
	D: Attachment 1	29



MACCRAY Public Schools

ISD 2180 *Maynard – Clara City - Raymond*

711 Wolverine Drive, Clara City, MN, 56222

<http://www.maccray.k12.mn.us/>

July 8, 2019

Mrs. Mary Cathryn Ricker
Commissioner of Education
Minnesota Department of Education
1500 Highway 36 West
Roseville, MN 55101

Subject: Proposal for Review and Comment
MACCRAY Public Schools, ISD #2180

Dear Commissioner Ricker:

In accordance with Minnesota Statute 123B.71, MACCRAY Public Schools, ISD #2180, hereby submits this proposal for facility improvements for your review and comment.

The School Board of ISD #2180 has directed administration to prepare and submit to the Department of Education, this project proposal for review and comment, in preparation for bringing a bond referendum to the voters for approval on November 5, 2019. In addition to the bond referendum, the School Board will be bringing an Operating Levy Renewal to voters on the same day as Question #1 of the ballot.

The proposed facility improvements include the following major components:

Question #2:

- New PK-6 addition (550 student capacity) to the 7-12 Jr/Sr High School on District-owned land in Clara City.
- Remodel current Jr/Sr High School for use as a 6-8 Middle School and 9-12 High School.
- New 500 seat Auditorium addition to the Jr/Sr High School on District-owned land in Clara City.
- Deconstruct or transition use of East Elementary School in Raymond and West Elementary School Maynard.

As detailed in the attached project proposal, it is the intent of the District to present a single question bond referendum ballot with a total amount not to exceed \$39,515,000 to the voters for approval. Upon approval, the District intends to issue general obligation bonds to finance the improvements.

Specific details regarding the District, the facility needs, the project scope and cost, and the plan of finance, are included in the enclosed proposal for your review and comment.

For additional information or for any questions, please contact me at your earliest convenience. We thank you in advance for your cooperation and consideration of this proposal, and we look forward to your response.

Sincerely,

Mrs. Sherri Broderius
Superintendent of Schools

Introduction and Summary Description

In accordance with Minnesota Statute 123B.71, Independent School District No. 2180 submits the following educational facilities proposal for review and comment. The proposed facilities improvements will allow MACCRAY Schools to address current programmatic space needs and deficiencies within the District’s facilities. Additionally, the School Board will be bringing an Operating Levy renewal to voters on the same day as Question #1 on the ballot. A Summary of the proposed facility improvements include:

Question #2:

- New PK-6 addition (550 student capacity) to the 7-12 Jr/Sr High School on District-owned land in Clara City.
- New Ag/CTE classroom addition and fitness/weights addition to the 7-12 Jr/Sr High School on District-owned land in Clara City.
- Remodel current Jr/Sr High School for use as a 6-8 Middle School and 9-12 High School.
- New Cafeteria/Kitchen expansion addition to the 7-12 Jr/Sr High School on District-owned land in Clara City.
- New 500 seat Auditorium addition to the Jr/Sr High School on District-owned land in Clara City.
- Discontinue use of East Elementary School in Raymond and West Elementary School Maynard.

District Information:

<p>Independent School District #2180 MACCRAY Public School 711 Wolverine Drive Clara City, MN 56222</p>	<p>Sherri Broderius Superintendent broderiuss@mascrcray.k12.mn.us Phone: 320-847-2154</p>
--	--

School Board	
Lane Schwitters	Chairman
Scott Ruitter	Vice Chairman/Treasurer
Julie Alsum	Clerk
Deb Brandt	Director
Tate Mueller	Director
Carmel Thein	Director

Financing Information:

\$ Amount	Funding Source
Question #2: \$39,515,000	20-year General Obligation Bonds (includes issuance & financing costs)

Milestone Dates:

Phase	Date
Referendum	November 5, 2019
Design & Pre-Construction	Nov 2019 thru June 2020
Project Bid/Award	Fall 2020
Construction	Fall 2020 thru Fall 2023* *Tentative Pending Design & Approvals

Fiscal Consultants	Project Consultants	
Ehlers, Inc. Contact: Shelby McQuay 3060 Center Pointe Dr. Roseville, MN 55113 smcquay@ehlers-inc.com Phone: (651) 697-8548	ICS Consulting, Inc. 3890 Pheasant Ridge Drive NE Suite 180 Blaine, MN 55449 Contact: Mike Hubbard, PE michael.hubbard@ics-consult.com Phone: (605) 261-5616	TSP 1112 N. West Avenue Sioux Falls, SD 57104 Contact: Rob Collins, AIA collinsrr@teamtsp.com Phone: (605) 336-1160

1. GEOGRAPHIC AREA AND POPULATION TO BE SERVED

Independent School District #2180 is located primarily in the County of Chippewa, but portions are also located in Kandiyohi and Renville Counties in West Central Minnesota. The district covers about 319 square miles and serves approximately 840 pre-K through grade 12 students and their families. The District is located approximately 110 miles West of the Minneapolis-St. Paul metro area. The communities represented in the District are Clara City, Maynard and Raymond. All three communities are located along Minnesota Highway 23. The distance between Maynard and Clara City is 6.2 miles. The distance between Raymond and Clara City is 7.6 miles. Neighboring districts include Benson, Kerkhoven-Murdock-Sunburg, Montevideo, Renville County West, Willmar and Yellow Medicine East.

A District Boundary Map is included in **Appendix A** of this proposal.

MACCRAY School District enrollment has increased by 7.6% over the past 5-years and according to current demographic information the District is projected to continue to experience a steady increase in student enrollment over the next 5 years. Enrollment history and enrollment projections for the district are as follows:

School Year	PK-12 Enrollment
2014 / 2015	780
2015 / 2016	755
2016 / 2017	820
2017 / 2018	807
2018 / 2019	839
2019 / 2020	837
2020 / 2021	848
2021 / 2022	860
2022 / 2023	861
2023 / 2024	867

2. LIST OF EXISTING SCHOOL FACILITIES

MACCRAY School District facilities currently consist of two PK-6 Elementary schools, and one 7-12 Jr/Sr High School. The schools serve the student population and a variety of community activities. East Elementary School is located at the southeast end of the district in Raymond along with the district’s competition baseball and softball fields on approximately 14.8 acres. West Elementary School is located on the southwest side of the district in Maynard along with the district’s competition football field on approximately 17.1 acres. The Jr/Sr High School is located at the center of the district in Clara City along with the district’s competition track on approximately 58.5 acres.

The following is a breakdown of District facilities including sizes, year constructed, and current use:

Facility Name	Size (ft²)	Year Constructed	Grades Served
East Elementary School	83,131	1939,1955, 1960, 1965, 1995	PK-6
West Elementary School	61,567	1954, 1966, 1997	PK-6
Jr/Sr High School	79,225	1965, 1986, 1995	7-12
East Bus Garage/Storage	5,600	1960	NA
West Bus Garage/Storage	6,267	1954, 1966	NA
Jr/Sr High Garage/Storage	5,580	1985, 1996	NA
Total	241,370		

The District has explored other potential sites and currently, no suitable alternative facilities are available within the district boundaries or in adjacent District’s.

3. LIST OF SPECIFIC DEFICIENCIES

The District has taken an in-depth look at its facilities. This involved both internal and external stakeholder input and analysis that included:

- Internal Listening Sessions
- Community Input Sessions
- Voter Polling
- District Financial Review
- Detailed Facility Assessments

All the assessments and listening sessions outlined above aided the district in re-prioritizing facility educational and operational needs. The proposed referendum improvements have been developed to address the most critical and urgent needs within the district's facilities.

Study and Planning Process

Over the past several years, MACCRAY Schools has made great strides in improving their facilities to meet the needs of educational programs and activities. However, student enrollment growth and evolution in instructional programs have reached a point where creation of additional space at all grade levels is necessary to enable the District to appropriately serve its students.

Specific major deficiencies that are planned to be addressed as part of this project include:

- Allows the implementation of a true Middle School education concept.
- Addresses insufficient size/capacity of spaces within existing school facilities.
- Elimination of extensive deferred maintenance and infrastructure needs at the existing East and West Elementary School facilities.
- Improves inefficient operations associated with a three-campus district.

In 2014, the District developed a plan to address academic and space needs within the District which was ultimately not supported by the voters. Since that time, the District has been very intentional and careful in its planning for these proposed facility improvements. The District spent the following 2 plus years studying District-wide facility needs, space requirements, program needs and other input affecting the future needs of the District. The District also considered current data on enrollment, recent facilities studies and associated recommendations, and financial data pertinent to District operations.

In addition, the facilities committee reviewed current deferred maintenance needs, educational and programmatic needs, and the financial status of the District to formulate their recommendations for the future of the District and its facilities. During its planning efforts, and after options were developed and costs of implementation were estimated, the proposed recommendations were presented for the Board's consideration.

MACCRAY School District #2180

The Board provided input and reaction which resulted in refined scopes, costs, timelines and articulating proposed solutions. Ultimately, after carefully considering the project scope and its long-term benefits, as well as its cost, the Board voted 4-2 to proceed with a \$38.8M referendum in February of 2017 that included an enhanced single-campus plan that again addressed the districts educational and enrollment growth needs. Although closer, this referendum was also defeated.

After the defeat in February of 2017, the District held user group meetings, public listening sessions, and sought and received input from numerous individuals and stakeholder groups throughout the District. The culmination of these efforts resulted in what the School Board believed to be a long-range plan all three communities could support. The three-question \$56.1M plan was unanimously approved by the Board to take to voters in November 2018 and included the renovation of East and West elementary schools for grades PK-4, and the construction of a grades 5-8 addition, Ag Classroom addition, and 500 seat auditorium addition to the Jr/Sr High school. Unfortunately, this latest referendum attempt was met with stronger opposition than before and was ultimately turned down by the voters.

Feedback following the November 2018 referendum attempt was again sought from district stakeholders. Additionally, post-referendum phone calls were made by conducting a scientific poll of 400 of the district's voters. The survey results indicated most voters would agree something needs to be done with the district's facilities but were split on a single-campus or three-campus concept. The results also indicated a tax tolerance of an informed voter was about \$12 - \$13 per month. The current referendum proposal includes a single question for approval of \$39,965,000 toward a renewed single-campus concept, which the board believes is in the best interest of the district's overall mission.

Benefits to Students, Staff and District Communities:

Thru completion of the proposed improvements, and creation of additional space to accommodate the continued enrollment growth, the District will be enhancing its ability to continue to provide excellent educational programs and community use access facilities for many years to come. The proposed project scopes will result in several direct benefits to students, staff, and the surrounding community in several ways:

- Provide capacity for additional students and instructional offerings.
- Re-organize current grade configurations to better align with educational initiatives.
- Create flexible spaces for personalized learning and a wider variety of instructional delivery.
- Improve annual operational efficiency.

Deficiencies of East & West Elementary Schools:

The layout of the elementary schools and additions makes supervision and security problematic. The main office is not located at the main entrance and does not allow for adequate supervision. The nurses areas are undersized and provide limited privacy. There is limited conference space for breakouts, IEPs, and teacher collaboration. Dedicated staff collaboration space is not available. Staff breakrooms are undersized for the current number of staff. There is no dedicated staff workroom.

MACCRAY School District #2180

Several of the existing classrooms are undersized and lack adequate storage based on MDE guidelines and staff input. Pre-K and kindergarten classrooms are undersized and not all have a dedicated restroom. There is not space available for students to work in small groups under supervision of staff. There is no dedicated science/art lab space available. The cafeteria is undersized and not adequate for the student population.

There is ample greenspace, but playground equipment and surfaces need to be updated. Age-appropriate PK-K playground and equipment are needed, along with sinks, toilets and drinking fountains in classrooms.

Special Education spaces are located throughout the buildings in areas that are undersized, don't allow for collaboration, and provide minimal natural light. Building layout makes travel to support spaces problematic for some students. There is limited space for Special Education services.

The interior and exterior construction of the facilities are a variety of ages and conditions. Exterior masonry work, caulking and exterior repairs are needed. Roofing has been maintained and a plan is in place to systematically replace them over the next several years if they are still in use. Sidewalks and many sections of paving are aging, and repair and replacement is needed. Interior flooring should be replaced, and asbestos tile removed.

Most of the building heating and ventilation systems are original and do not meet code requirements. The central heating plants are the original steam systems and do not provide dehumidification. Additionally, electrical and lighting systems need to be updated.

Parking lot flow and configuration is an issue, and improvements to the main entrances for visitor-controlled access and occupant security is needed. The quantity of and condition of the restroom facilities at both buildings needs to be addressed with infrastructure upgrades, fixture replacements, and interior finish improvements. Various portions of the buildings need ADA accessibility upgrades to meet current code requirements.

Deficiencies of Jr/Sr High School:

The layout of the Jr/Sr high school and additions also makes supervision and security problematic. The main office is located at the main entrance but does not allow for adequate control and supervision of visitors. Dedicated staff collaboration space is not available. Staff lounge is undersized for current number of staff. There is no dedicated staff workroom.

Some of existing classrooms are undersized and lack adequate storage based on MDE guidelines and staff input. The building does not have a commons, breakout, or interactive space available for students to work in social or small groups under supervision of staff.

The kitchen/cafeteria are undersized and not adequate for the student population.

The band and choir classrooms do not have acoustic treatments or proper instrument storage.

MACCRAY School District #2180

The athletic lockers rooms are original to the building construction and need to be remodeled. The weight room is inadequately sized for the number of students using it.

Special Education spaces are at a premium, undersized and don't accommodate collaborative learning or small group instruction. Building layout makes travel to support spaces problematic for some students. There is limited space for Special Education services.

Roofing has been maintained and a plan is in place to systematically replace them over the next several years. Sidewalks and many sections of paving are aging, and repair and replacement is needed. The main parking lot is deteriorated and needs to be resurfaced. Interior flooring (aged VCT and carpet) should be replaced.

The Jr/Sr high school's ventilation systems has been updated and does provide proper ventilation and dehumidification to the facility, but several deferred maintenance items need to be addressed. HVAC systems throughout are hot water with chilled water dehumidification.

PROJECT SUMMARY AND IMPACT:

The District's goal for this project was to create facilities that provide opportunity by removing learning barriers and promote success for all learners and the community.

Specific benefits of the plan include:

- Improved safety and security for students, staff, and visitors
 - School occupants are more protected during emergency situations with controlled entries
 - Pick-up/drop-off areas are arranged to decrease the mixing of vehicle, bus, and pedestrian traffic in crowded or non-existent parking lots
 - Students, staff, and visitors with disabilities will be able to access facilities according to current federal disability access law
 - Deferred maintenance projects related to Indoor Air Quality will be eliminated
- Additional instructional spaces to accommodate PK-12 enrollment growth.
- Improved instructional spaces for career and technical education, health and wellness, art, science, and technology
- Flexible and commons space for collaborative student and staff work, and social learning
- Learning spaces designed for integration of students with special needs
- Spaces designed to respond to a variety of learning styles/approaches
- Improved efficiency and reliability of facility infrastructure
- Additional space for growing SPED needs
- Age appropriate support spaces

4. DESCRIPTION OF THE PROJECT

Throughout the Long-Range Comprehensive Facility Planning Process, the District's overall goal was to create a plan that provides opportunity by removing learning barriers and promoting success for all learners and the community. This was driven by the following objectives:

1. Safety and security
2. Educational adequacy
3. Spaces that promote robust opportunities in academics, arts, and elective activities
4. Infrastructure reliability.
5. Increased career & technical education opportunities, and workforce development initiatives
6. Transparency
7. Taxpayer value

The District is presenting a single question ballot. The following is an outline of the improvements to be completed as part of this project proposal:

Question #2:

- New PK-6 addition (550 student capacity) to the 7-12 Jr/Sr High School on District-owned land in Clara City.
- New Ag/CTE classroom addition and fitness/weights addition to the 7-12 Jr/Sr High School on District-owned land in Clara City.
- Remodel current Jr/Sr High School for use as a 6-8 Middle School and 9-12 High School.
- New Cafeteria/Kitchen expansion addition to the 7-12 Jr/Sr High School on District-owned land in Clara City.
- New 500 seat Auditorium addition to the Jr/Sr High School on District-owned land in Clara City.
- Discontinue use of East Elementary School in Raymond and West Elementary School Maynard.

The following pages along with supporting documentation in **Appendix B** further describes the scope of the ballot question in greater detail.

BALLOT QUESTION DETAILS:

A building by building scope of work description is provided in this section. Where applicable, space programming and preliminary floor plans can be found in Appendix B. Continued input from staff and community will further refine and enhance the final design for remodeled and new spaces.

Additions and Renovations to MACCRAY Jr/Sr. High School:

New PK – 6 Elementary School Addition

The proposed new Elementary School facility will accommodate a capacity of 550 students. It is currently programmed at 76,675 total sq.ft. and is planned to be constructed on a District-owned 5.8-acre site located adjacent to the west side of the existing Jr/Sr High School facility. Also included are separate bus pick-up/drop-off area, additional parking, and age appropriate playground equipment and surfaces. As a result of constructing this addition East and West Elementary Schools will be deconstructed. A detailed preliminary space program, concept plan layout and site diagram have been included in Appendix B of this submittal.

Cafeteria Expansion & Remodel

A 6,500 ft² addition will be built on the northeast corner of the building on district-owned land to expand the existing cafeteria and kitchen areas. The space will include a larger cafeteria and serving line, expanded kitchen, public toilets, receiving, custodial, and storage. A preliminary concept plan layout and site diagram have been included in Appendix B of this submittal.

Ag Classroom & Fitness Addition

A 1,200 ft² classroom addition will be built on the north side of the building on district-owned land to expand the existing Ag and CTE programs. Additionally, a 3,000 ft² weights and fitness addition will be built on the east side of the building on district-owned land to expand the existing health & fitness programs. The addition will include a health classroom, single use restrooms, and weights/fitness area. A preliminary concept plan layout has been included in Appendix B of this submittal.

New Auditorium Addition

The proposed new auditorium will accommodate a capacity of 500 seats. It is currently programmed at 17,415 total sq.ft. and is planned to be constructed on a District-owned 0.5-acre site located adjacent to the northeast of the existing Jr/Sr High School facility. A detailed preliminary space program, concept plan layout and site diagram have been included in Appendix B of this submittal.

Remodel/Repurpose Portions of Jr/Sr High School

Existing Jr/Sr High School facility work is intended to remodel and repurpose existing spaces as required to accommodate a true 6-8 Middle School concept and grades 9-12. It includes renovating the existing entry and main office to create a controlled, more secure entrance, band/choir space remodel and storage upgrades, 6-8 science area remodel, locker rooms remodel, SPED area remodel to enhance transitions program, remodel and repurpose the existing Media Center as multipurpose classroom/collaborative learning spaces/smaller media center, and cafeteria/kitchen remodel. Additionally, the existing Choir, Weight and Industrial Arts rooms will be remodeled as multipurpose classrooms, and the Ag Shop remodeled and repurposed as an Ag & CTE lab.

Deferred maintenance projects will include west classrooms heating upgrade, replacing select interior finishes (flooring, ceiling, paint, doors, casework, etc.), resurfacing existing asphalt parking area, and repairing select existing curbs and sidewalks. Safety will be enhanced with exit door position monitors.

See **Appendix B** for a preliminary space program and layout of the work described above.

Estimated Expenditures:

During the development of this plan, the district and the financial consultants took an in depth look at the Districts current financial situation along with the funding mechanisms and approaches available to the District. The result was a single funding source in the form of a single question voter approved bond referendum in combination with an Operating Levy renewal presented as Question #1 on the ballot.

Estimated Expenditures: Summary

Ballot Question #2:

Project Costs	
New Construction/Additions	\$24,565,780
Jr/Sr Remodel/Repurpose	\$2,903,156
Site Related Improvements	\$1,311,740
Security & Technology	\$435,080
Deferred Maintenance	\$1,120,810
Fixtures, Furnishings & Equipment	\$250,000
Asbestos Removal	\$300,000
Demolition/De-Commission Facilities	\$1,000,000
Professional Fees and Services	\$5,374,838
Building Permit/Fees/State Plan Review	\$795,175
Contingency	\$1,908,421
Total Project Budget	\$39,965,000
Estimated Investment Earnings	(\$584,897)
Bond Issuance & Financing Costs	\$130,041
Rounding Amount	\$4,856
Total Bond Amount Questions #2	\$39,515,000

Additional breakout and details of each total project cost is provided in **Appendix B** of this document.

Operating Cost Impacts:

Implementation of the proposed improvement project is anticipated to decrease the District’s overall operating costs by more than \$400,000 annually. While there will be a significant reduction in deferred maintenance and annual repairs by deconstructing East and West Elementary schools, the quantified annual operational saving results from reductions in teachers, staffing needs, student bussing & teacher travel between schools, and utilities. The first year estimated operating cost decrease for the proposed project is as follows:

Single Campus Savings

Category	Est. Annual Op. Savings	Comments
Utilities	\$22,850	Net saving; replacing inefficient sq.ft. with efficient
Traveling Staff	\$13,420	Traveling between buildings
Transporting kids for special events	\$5,522	Pride assemblies, track and field, Ag day, Relay for Life, etc.
Shuttles	\$15,000	Additional travel between buildings
Cooks	\$45,400	As people retire, we won't refill their positions.
Custodians	\$65,000	As people retire, we won't refill their positions.
Clerical	\$33,000	As people retire, we won't refill their positions.
Preschool	\$52,000	As people retire, we won't refill their positions.
3 FTE teachers	\$156,918	As people retire, we won't refill their positions.
Total	\$409,110	

Key Project Dates:

Design of the project would begin shortly after the passage of a successful referendum on November 5, 2019, with an anticipated bid in Fall 2020. Construction would begin Fall 2020. Substantial completion is anticipated by May 2023, with final commissioning complete by August 2023.

5. METHOD FINANCING AND TAX IMPACT

MACCRAY, ISD #2180 proposes to obtain financing from the sale of General Obligation bonds. The School District would seek voter approval of one ballot questions on Tuesday, November 5, 2019, pursuant to Minnesota Statutes Chapter 475 which, if approved, would result in a \$39,515,000 bond issue. Costs of issuance are estimated at \$130,041. The difference between the amount requested to be authorized by the voters (plus estimated interest earnings in the construction fund of \$584,847) and estimated costs of issuing this debt equals \$39,384,959, the amount the District expects to need for construction projects.

Ehlers has prepared the following schedules which have been included in **Appendix C** of this document:

1. Estimated sources and uses of funds for the proposed bond issue
2. Estimated debt payment structure for the anticipated bond issue and estimated annual debt service property tax levies after accounting for the 105% levy requirement (the district does not qualify for debt service equalization aid under current law)
3. The estimated tax rate on existing commitments and proposed new debt
4. An analysis of the estimated tax impact on various values of residential, commercial, and agricultural properties for the proposed bond issue

REQUIRED ADDITIONAL DOCUMENTATION

Please refer to attached “Attachment 1” certification document in ***Appendix D*** of this proposal.

APPENDIX

Appendix A: District Boundary Map:

Appendix B: Space Programs, Facility Layouts, Budget Breakdown:

PK-6 Elementary Addition Space Plan
500 Seat Auditorium Addition Space Plan
Single-Campus Concept Facility Layout
Single-Campus Concept Site Diagram
Project Budget Breakdown

NOTE: All layouts shown are Preliminary. Continued input from staff and community will further refine and enhance the final design for remodeled and new spaces.

Appendix C: Financial Documents:

Estimated sources and uses of funds for the proposed bond issue.

Estimated debt payment structure for the anticipated bond issue and estimated annual debt service property tax levies after accounting for the 105% levy requirement (the district does not qualify for debt service equalization aid under current law).

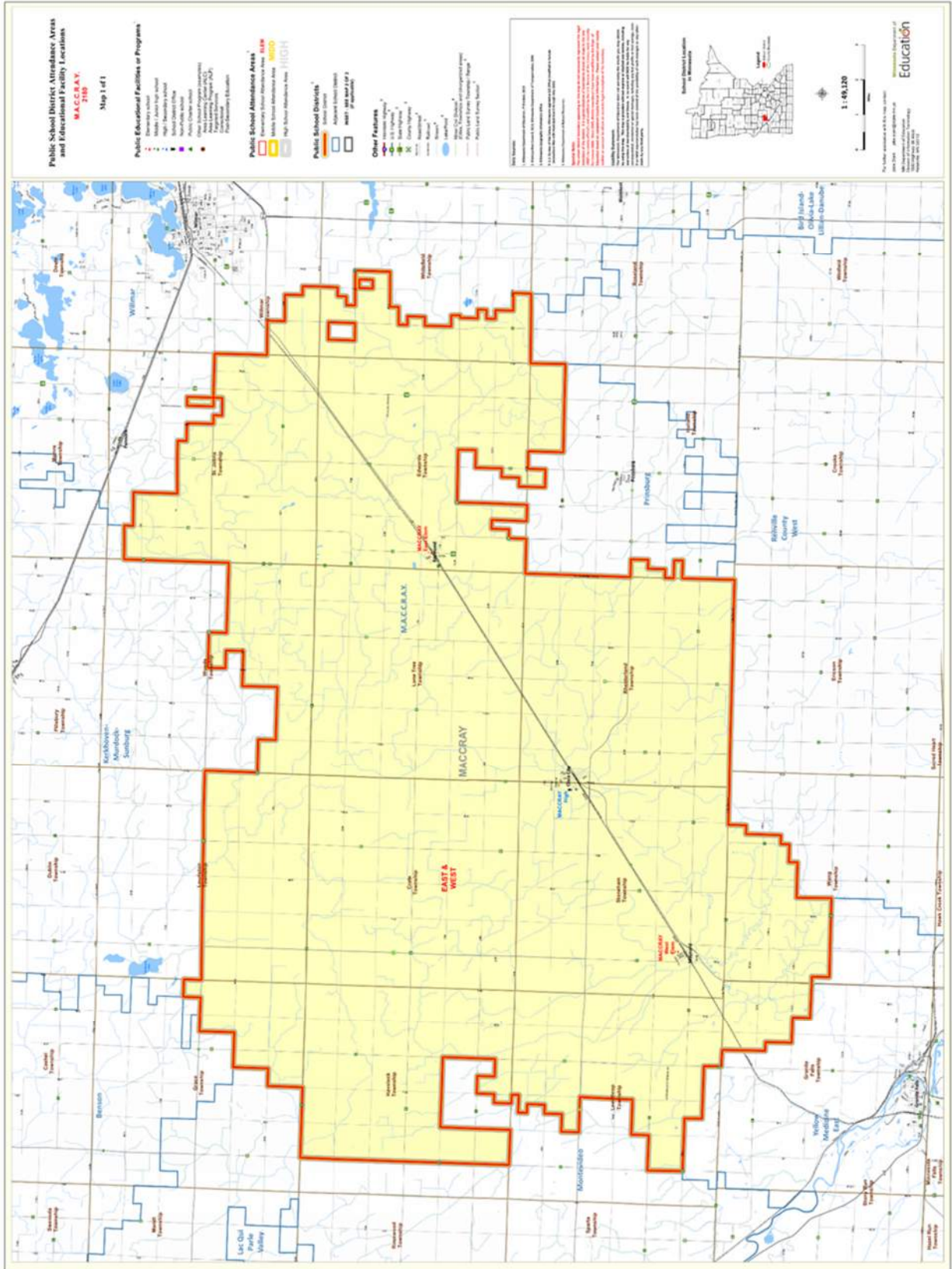
The estimated tax rate on existing commitments and proposed new debt

An analysis of the estimated tax impact on various values of residential, commercial, and agricultural properties for the proposed bond issue.

Appendix D: Required Additional Documentation:

Attachment #1

Appendix A: District Boundary Map



Appendix B: PK-6 Elementary Addition Space Plan

MACCRAY School Addition (Grades PK-6)
 Preliminary Space Plan for 3 Sections

Space ID #	Description	Qty.	SF	Total SF
1.00	CORE ACADEMIC SPACES			
1.01	Pre-Kindergarten Classrooms w/ Toilets	4	1,200	4,800
1.02	Kindergarten Classrooms w/ Toilets	3	1,200	3,600
1.03	1st Grade Classrooms	3	900	2,700
1.04	2nd Grade Classrooms	3	900	2,700
1.05	3rd Grade Classrooms	3	900	2,700
1.06	4th Grade Classrooms	3	900	2,700
1.07	5th Grade Classrooms	3	900	2,700
1.08	Grades 6-8 English	1	900	900
1.09	Grades 6-8 Math	1	900	900
1.10	Grade 6-8 Social Studies	1	900	900
1.11	Small Breakout/Testing Rooms	6	100	600
Subtotal			34.6%	20,400
2.00	SPECIAL EDUCATION			
2.01	ECSE w/ toilet, changing, shower	2	650	1,300
2.02	SPED Recovery Room	1	100	100
2.03	Speech	1	150	150
2.04	Title Office	1	500	500
2.05	Mental Health/Social Worker	2	450	900
2.06	OT	1	150	150
2.07	SPED	3	900	2,700
Subtotal			9.8%	5,800
3.00	LIBRARY/MEDIA CENTER & TECHNOLOGY			
3.01	Circulation/Stacks/Study/Reading Area	1	1,600	1,600
3.02	Tech Support/Storage	1	200	200
Subtotal			3.1%	1,800
4.00	MUSIC			
4.01	Music Classroom	1	1,200	1,200
4.02	Storage	1	150	150
Subtotal			2.3%	1,350
5.00	Art/Science			
5.01	Multi-Purpose Classroom/Lab	1	1,200	1,200
5.02	Science Prep/Storage	1	250	250
5.03	Storage	1	250	250

		Subtotal	2.9%	1,700
6.00	PHYSICAL EDUCATION			
6.01	Gymnasium (per station)	3	6,500	19,500
6.02	Small Locker Rooms	2	500	1,000
6.03	PE Office	1	100	100
6.04	Storage	2	400	800
		Subtotal	36.3%	21,400
7.00	FOOD SERVICE			
7.01	Commons/Dining Area	180	15	2,700
7.02	Serving Kitchen	1	400	400
7.03	Teacher/Staff Dining/Breakroom	1	450	450
7.04	Staff/Uni-Sex Toilet	2	60	120
7.05	Table Storage	1	400	400
		Subtotal	6.9%	4,070
8.00	ADMINISTRATION			
8.01	Secured Entry Vestibule	1	100	100
8.02	Main Office/Reception	1	300	300
8.03	Principal Office	1	200	200
8.04	Support Office	1	100	100
8.05	Nurse w/ Toilet	1	500	500
8.06	Secure Storage	1	60	60
8.07	Processing (ISS)	2	40	80
8.08	Copy/Work/Mail Room	1	400	400
8.09	Conference Room	1	200	200
8.10	Staff Toilet	2	60	120
		Subtotal	3.5%	2,060
9.00	BUILDING SERVICES			
9.01	Custodial/Storage/Workroom	1	400	400
		Subtotal	0.7%	400
TOTAL NET FLOOR AREA				58,980
Circulation & Structure			@ 30.0%	17,694
TOTAL GROSS FLOOR AREA (Sq.Ft.)				76,674

Appendix B: 500 Seat Auditorium Addition Space Plan

MACCRAY Auditorium

Preliminary Space Plan for 500 Seat Auditorium

Space ID #	Description	Qty.	SF	Total SF
4.00	FINE ARTS CENTER			
4.01	500 Seat Auditorium	500	10	5,000
4.02	Stage	1	3,500	3,500
4.03	Set Shop/Storage	1	1,200	1,200
4.04	Dressing Rooms w/ Toilets	2	600	1,200
4.05	Make-up Room	1	200	200
4.06	Control Room	1	240	240
4.07	Costume Storage	1	300	300
4.08	Public Restrooms/Custodial	2	400	800
TOTAL NET FLOOR AREA				12,440
Circulation & Structure			@ 40.0%	4,976
TOTAL GROSS FLOOR AREA (Sq.Ft.)				17,416

Appendix B: MACCRAY Single-Campus Concept Additions & Remodels (Clara City)



MACCRAY SCHOOLS
SINGLE CAMPUS CONCEPT
 June 10, 2019

NOTE: Preliminary layouts shown. Continued input from staff and community will further refine and enhance the final design for remodeled and new spaces.

Appendix B: MACCRAY Single-Campus Concept Layout (Clara City)



NOTE: Preliminary layouts shown. Continued input from staff and community will further refine and enhance the final design for remodeled and new spaces.

Appendix B: Project Budget Breakdown for Single-Campus Concept

Jr/Sr High School	Estimate
Additions	\$32,222,290
Remodel/Repurpose	\$3,606,368
Playground Equipment/Fall Surface	\$269,825
Interior Finishes (floors, doors, paint, cabinets, etc.)	\$409,243
Fixture, Furnishings & Equipment	\$313,750
HVAC and Plumbing Upgrades/Replacements	\$381,363
Exterior Site (lots, walks and fields)	\$647,385
Security & Technology	\$546,025
Hazardous Materials	\$313,750
Demolition/De-Commissioning	\$1,255,000
Project Total	\$39,965,000

Appendix C: The estimated sources and uses of funds

PRELIMINARY INFORMATION - FOR REVIEW AND COMMENT

MACCRAY School District, No. 2180

Sources and Uses for General Obligation Bonds
June 25, 2019

Project Size	\$39,965,000
Bond Issue Amount	\$39,515,000
Election Date	November 5, 2019
Dated Date	2/1/2020
Number of Years	20
Sources of Funds	
Par Amount of Bonds	\$39,515,000
Estimated Bond Premium ¹	\$395,150
Estimated Investment Earnings ²	584,847
Total Sources	\$40,494,997
Uses of Funds	
Allowance for Discount Bidding ³	\$395,150
Legal and Fiscal Costs ⁴	130,041
Net Available for Project Costs	39,969,806
Total Uses	\$40,494,997
Net Deposit to the Construction Fund	\$39,384,959

- 1 The underwriter of the bonds may receive a reoffering premium in the sale of the bonds. They will retain a portion of the premium as their compensation, or underwriter's discount. The remainder of the premium will be either be deposited in the debt service fund and used to pay a portion of the interest on the bonds in the first year, or deposited in the construction fund and used to fund portion of the project costs.
- 2 Estimated investment earnings are based on an average interest rate of 1.5%, and an average life of 12 months for investments.
- 3 The allowance for discount bidding is an estimate of the compensation taken by the underwriter who provides the lowest true interest cost as part of the competitive bidding process and purchases the bonds. Ehlers provides independent municipal advisory services as part of the bond sale process and is not an underwriting firm.
- 4 Includes fees for municipal advisor, bond counsel, rating agency, paying agent and county certificates.



Appendix C: The estimated debt service schedule of payments

PRELIMINARY INFORMATION - FOR REVIEW AND COMMENT

MACCRAY School District, No. 2180

Estimated Payments and Tax Levies for Potential Bond Issue

**\$39,515,000 Bond Issue
2019 Election
20 Years; Wrapped Around**

June 25, 2019

Principal Amount: \$39,515,000
Dated Date: 2/1/2020
Avg. Interest Rate: 3.85%

Levy Pay. Year	Fiscal Year	Tax Capa- city Value (\$000s)	Existing Commitments				Proposed New Debt				Combined Totals			
			Building Bonds ²	All Facilities Bonds ²	Est. Debt Excess ³	Net Levy	Tax Rate	Principal	Interest	Est. Debt Excess ³	Adjusted Debt Levy	Adjusted Debt Levy	Net Levy	Tax Rate
2018	2019	13,388	0.5%	-	607,884	(32,719)	575,165	4.23	-	-	-	575,165	4.23	
2019	2020	13,388	-1.6%	-	607,884	-	607,884	4.54	-	-	-	607,884	4.54	
2020	2021	13,388	0.0%	-	607,832	-	607,832	4.54	-	2,537,144	-	3,144,976	23.49	
2021	2022	13,388	0.0%	-	610,299	(24,313)	585,986	4.38	-	2,558,714	-	3,144,699	23.49	
2022	2023	13,388	0.0%	-	612,609	(24,472)	588,137	4.39	-	2,557,060	-	3,145,257	23.49	
2023	2024	13,388	0.0%	-	609,512	(24,504)	585,008	4.37	-	2,556,709	-	3,141,716	23.47	
2024	2025	13,388	0.0%	-	612,623	(24,380)	588,243	4.39	(102,282)	2,553,447	-	3,141,689	23.47	
2025	2026	13,388	0.0%	-	611,048	(24,505)	586,543	4.38	(102,138)	2,559,184	-	3,145,727	23.50	
2026	2027	13,388	0.0%	-	-	-	-	-	(102,367)	3,145,291	-	3,145,291	23.49	
2027	2028	13,388	0.0%	-	-	-	-	-	(125,812)	3,142,975	-	3,142,975	23.48	
2028	2029	13,388	0.0%	-	-	-	-	-	(125,719)	3,144,808	-	3,144,808	23.49	
2029	2030	13,388	0.0%	-	-	-	-	-	(125,558)	3,143,443	-	3,143,443	23.48	
2030	2031	13,388	0.0%	-	-	-	-	-	(125,738)	3,144,424	-	3,144,424	23.49	
2031	2032	13,388	0.0%	-	-	-	-	-	(125,777)	3,142,078	-	3,142,078	23.47	
2032	2033	13,388	0.0%	-	-	-	-	-	(125,683)	3,141,880	-	3,141,880	23.47	
2033	2034	13,388	0.0%	-	-	-	-	-	(125,675)	3,143,411	-	3,143,411	23.48	
2034	2035	13,388	0.0%	-	-	-	-	-	(125,736)	3,141,234	-	3,141,234	23.46	
2035	2036	13,388	0.0%	-	-	-	-	-	(125,649)	3,146,067	-	3,146,067	23.50	
2036	2037	13,388	0.0%	-	-	-	-	-	(125,643)	3,141,327	-	3,141,327	23.46	
2037	2038	13,388	0.0%	-	-	-	-	-	(125,653)	3,143,630	-	3,143,630	23.48	
2038	2039	13,388	0.0%	-	-	-	-	-	(125,745)	3,141,406	-	3,141,406	23.47	
2039	2040	13,388	0.0%	-	-	-	-	-	(125,656)	3,145,619	-	3,145,619	23.50	
2040	2041	13,388	0.0%	-	-	-	-	-	-	-	-	-	-	
Totals					4,879,691	(154,834)	4,724,857			18,935,840	(2,043,535)	59,329,647		
												64,054,705		

1 Tax capacity values for taxes payable in 2018 and 2019 are the actual final values. Estimates for future years are based on the percentage changes as shown above.
 2 Initial debt service levies (prior to subtracting debt equalization aid) are set at 105 percent of the principal and interest payments during the next fiscal year.
 3 The debt excess adjustment for taxes payable in 2018 is the actual amount, and for 2019 is a preliminary estimate. Debt excess for future years is estimated at 4% of the prior year's initial debt service levy.

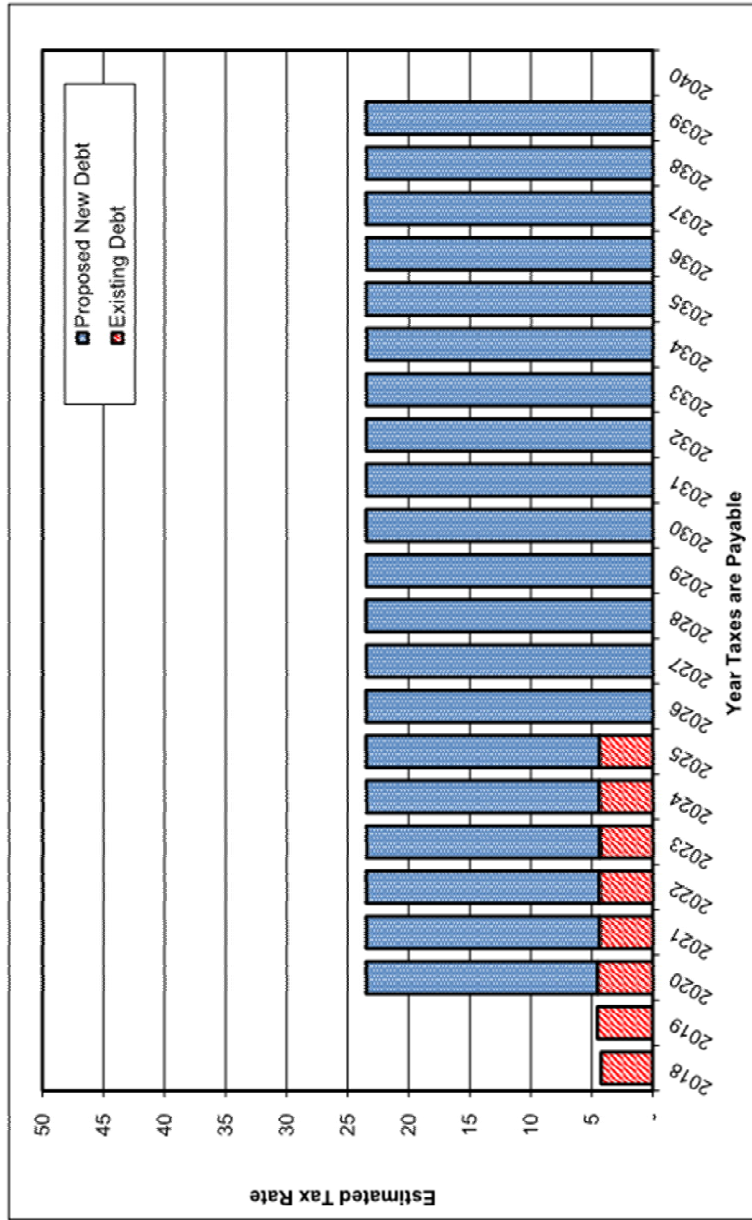


Appendix C: The estimated tax rate on existing commitments and proposed new debt

PRELIMINARY INFORMATION - FOR REVIEW AND COMMENT

\$39,515,000 Bond Issue
 20 Years; Wrapped Around
 Date Prepared: June 25, 2019

MACCRAY School District No. 2180
 Estimated Tax Rates for Capital and Debt Service Levies
 Existing Commitments and Proposed New Debt



Appendix C: The estimated tax impact of the proposed bonds on various types and values of property

PRELIMINARY INFORMATION - FOR REVIEW AND COMMENT

MACCRAY School District, No. 2180

Analysis of Tax Impact for Potential Bond Issue

June 25, 2019

November 5, 2019 Election

Bond Issue Amount	\$39,515,000
Average Interest Rate	3.85%
Number of Years	20

Type of Property	Estimated Market Value	Estimated Tax Impact*	
		Annual	Monthly
Residential Homestead	\$50,000	\$57	\$5
	75,000	85	7
	100,000	136	11
	115,000	167	14
	150,000	239	20
	175,000	291	24
	200,000	343	29
	250,000	446	37
	300,000	549	46
Commercial/ Industrial	\$50,000	\$142	\$12
	100,000	284	24
	250,000	805	67
	500,000	1,753	146
Agricultural Homestead** (average value per acre of land & buildings)	\$5,000	\$2.37	\$0.20
	6,000	2.84	0.24
	7,000	3.32	0.28
	8,000	3.79	0.32
	9,000	4.26	0.36
Agricultural Non-Homestead** (average value per acre of land & buildings)	\$5,000	\$4.74	\$0.40
	6,000	5.69	0.47
	7,000	6.63	0.55
	8,000	7.58	0.63
	9,000	8.53	0.71

* Estimated tax impact includes principal and interest payments on the new bonds. The figures in the table are based on school district taxes for bonded debt levies only, and do not include tax levies for other purposes. Tax increases shown above are gross increases, not including the impact of the homeowner's Homestead Credit Refund ("Circuit Breaker") program. Many owners of homestead property will qualify for a refund, based on their income and total property taxes. This will decrease the net effect of the proposed bond issue for many property owners.

** Estimated tax impact for taxes payable in 2020 includes a 50% reduction due to the School Building Bond Agricultural Credit. Average value per acre is the total assessed value of all land & buildings divided by total acres. Homestead examples exclude the house, garage, and one acre, which has the same tax impact as a residential homestead. The tax impact will be higher per acre if total land valuation for all acres exceeds \$1.88 million.



Appendix D: Required Additional Documentation

**Attachment 1
Review and Comment
Section #6 Documentation
(as amended by the 2014 Legislature)**

Documentation obligating the school district and contractors to comply with items (i) to (vii) in planning and executing the project:

- (i) The school district will be in compliance with Minnesota Statute 471.345 governing municipal contracts issued for this project;
- (ii) The school district and the architects will include elements of sustainable design for this project;
- (iii) If the project installs or modifies facility mechanical systems, the school district, architect/engineers and contractors will be in compliance with school facility commissioning under Minnesota Statute 123B.72 certifying the plans and designs for the heating, ventilating, air conditioning, and air filtration for an extensively renovated or new facility meet or exceed current code standards, including the ASHRAE air filtration standard 52.1;
- (iv) If the project creates or modifies interior spaces, the district, architects/engineers and relevant contractors have considered the American National Standards Institute Acoustical Performance Criteria, Design Requirements and Guidelines for Schools on maximum background noise level and reverberation times;
- (v) The project will be in compliance with Minnesota State Fire Code;
- (vi) The project will be in compliance with Minnesota Statute chapter 326B governing building codes; and
- (vii) The school district and the architects/ engineers have been in consultation with affected government units about the impact of the project on utilities, roads, sewers, sidewalks, retention ponds, school bus and automobile traffic, access to mass transit, and safe access for pedestrians and cyclists.

The school district and architect/engineers will maintain documentation showing compliance with these items upon and subsequent to project completion.

Superintendent Signature: _____ Date _____

Board Chair Signature: _____ Date _____

Architect/Engineer Signature: _____ Date _____

Extract of Minutes of Meeting of
School Board of Independent School District No. 2180
(MACCRAY Public Schools),
Chippewa County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa County, Minnesota, was held in said School District on Monday, July 8, 2019, at 6 p.m.

The following members were present:

The following members were absent:

Member _____ introduced the following resolution and moved its adoption:

**INDEPENDENT SCHOOL DISTRICT NO. 2180
(MACCRAY PUBLIC SCHOOLS)**

**RESOLUTION AUTHORIZING THE RENEWAL OF GENERAL EDUCATION REVENUE OF
THE SCHOOL DISTRICT AND THE ISSUANCE OF
GENERAL OBLIGATION SCHOOL BUILDING BONDS, AND
CALLING A SPECIAL ELECTION THEREON.**

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa County, Minnesota (the “School District”) as follows:

It is hereby found, determined, and declared as follows:

1. The Board has investigated the facts and does hereby find, determine, and declare that it is necessary and expedient for the School District:

(a) to renew its current referendum revenue authorization of \$1,103.14 per adjusted pupil unit (hereafter “pupil”), which expires at the end of taxes-payable year 2019, with the renewed authorization first effective for taxes payable in 2020. The proposed referendum revenue authorization would be applicable for ten years unless otherwise revoked or reduced as provided by law

(b) to issue general obligation bonds of the School District in an aggregate amount not to exceed \$39,515,000, and not exceeding any applicable limitation on authorized indebtedness as of the date of issuance of such bonds, for the purpose of providing funds for the acquisition and betterment of school sites and facilities Districtwide, including without limitation remodeling, renovations, and/or expansion of the school facility located in Clara City for use as a combined pre-K-5 elementary school, 6-8 middle school, and 9-12 high school facility; construction of a 500-seat auditorium addition to said facility; and deconstruction or transition of the Raymond and Maynard school facilities.

Pursuant to Board approval on the date hereof, a description of the projects described in paragraph 1(b) (the “Projects”) is being submitted to the Commissioner of Education of the State of Minnesota (the “Commissioner”) for review and comment, pursuant to Minnesota Statutes, Section 123B.71, as amended. A positive review and comment from the Commissioner, if received, will provide that voter approval is required in order for the School District to proceed with the Projects.

The questions on renewing the School District’s referendum revenue authorization and on issuing general obligation building bonds for the Projects will be presented to the qualified electors of the School District as School District Ballot Questions 1 and 2.

2. The questions set forth in paragraph 1 shall be submitted to the qualified electors of the School District at a special election which is hereby called and directed to be held on Tuesday, November 5, 2019, between the hours of 2:00 p.m. and 8:00 p.m.

3. Pursuant to Minnesota Statutes, Section 205A.11, the school district polling places and the precincts served by those polling places shall be those combined polling places established for special School District elections in 2019.

4. The School District's Clerk (the "Clerk") is hereby authorized and directed to perform the following duties:

- (a) provide written notice of the special election to the County Auditor of Chippewa, Kandiyohi and Renville Counties at least 74 days before the date of the special election;
- (b) provide written notice of the special election to the Commissioner of Education at least 74 days before the date of the special election;
- (c) post the Notice of Special Election at the administrative offices of the School District, for public inspection, at least four days before the date of the special election;
- (d) mail the Notice of Special Election by first class mail to every taxpayer in the School District, at least 15 days but no more than 30 days prior to the date of the special election; and
- (e) publish the Notice of Special Election in the official newspaper of the School District once each week for at least two consecutive weeks, with the last publication being at least one week prior to the date of the special election.

The Notice of Special Election shall be prepared in substantially the form attached as Exhibit A.

5. The Clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election, and generally to cooperate with election authorities conducting other elections on that date. The Clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements with appropriate municipal and county officials regarding preparation and distribution of ballots or ballot cards, election administration, and cost sharing.

6. The Clerk is further authorized and directed to cause a printed Ballot for the questions to be prepared in accordance with Minnesota Statutes, Section 205A.08, Subdivision 4, for use at the special election, to cause a sample ballot to be posted in the administrative offices of the School District, for public inspection, at least four (4) days before the date of the special election and to cause a sample ballot to be posted at each polling place on the date of the special election. The Clerk is further authorized and directed to cooperate with the proper election officials to cause ballots or ballot cards to be prepared for use at said election. The ballot shall be in substantially the form attached as Exhibit B.

7. If the School District will be contracting to print the ballots for this special election, the Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall furnish, in accordance with Minnesota Statutes, Section. 204D.04, a sufficient bond, letter of credit or certified check acceptable to the Clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The Clerk shall set the amount of the bond, letter of credit or certified check in an amount equal to the value of the purchase.

8. The School District shall appoint election judges for this special election at least 25 days before the election. The Clerk is authorized to contact municipalities within the School District to obtain

names of previously trained election judges who may be interested in serving for this special election. The election judges shall act as clerks of election, count the ballots cast, and submit the results to the school board for canvass in the manner provided for other school district elections.

9. The special election shall be held and the returns made and canvassed in the manner prescribed by law, and the Board shall meet between three and ten days after the election for the purpose of canvassing the results thereof.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

NOTICE OF SPECIAL ELECTION

**INDEPENDENT SCHOOL DISTRICT NO. 2180
(MACCRAY PUBLIC SCHOOLS)
CHIPPEWA COUNTY, MINNESOTA**

NOTICE IS HEREBY GIVEN that a special election has been called and will be held in and for Independent School District No. 2180 (MACCRAY Public Schools), Chippewa County, Minnesota, in conjunction with the statewide general election on November 5, 2019, between the hours of 2:00 p.m. and 8:00 p.m. to vote on the following questions:

SCHOOL DISTRICT BALLOT QUESTION 1

APPROVAL OF RENEWED REFERENDUM LEVY AUTHORIZATION

The school board of Independent School District No. 2180 (MACCRAY Public Schools) has proposed to renew a portion of its referendum revenue authorization in the amount of \$1,103.14 per pupil, which expires at the end of taxes-payable year 2019. The renewed authorization amount of \$1,103.14 per pupil proposed in this ballot question would be first effective for taxes payable in 2020, and would be applicable for ten years unless earlier revoked or reduced as provided by law.

Shall the renewal of the referendum levy authorization proposed by the school board of Independent School District No. 2180 be approved?

Passage of this referendum extends an existing operating referendum at the same amount per pupil as in the previous year.

SCHOOL DISTRICT BALLOT QUESTION 2

APPROVAL OF GENERAL OBLIGATION BUILDING BONDS

Shall the school board of Independent School District No. 2180 (MACCRAY Public Schools) be authorized to issue general obligation school building bonds in an amount not to exceed \$39,515,000 to provide funds for the acquisition or betterment of school sites and facilities Districtwide, including without limitation remodeling, renovations, and/or expansion of the school facility located in Clara City for use as a combined pre-K-5 elementary school, 6-8 middle school, and 9-12 high school facility; construction of a 500-seat auditorium addition to said facility; and deconstruction or transition of the Raymond and Maynard school facilities?

Passage of this referendum will result in an increase in your property taxes.

The tax impact of School District Ballot Question 1 for typical residential homesteads, apartments, commercial-industrial properties, and most other classes of property within the School District is shown in the table below:

Year Taxes are Payable	2019	2020	
	Expired Authority	Proposed Authority	NET CHANGE
Revenue per Pupil Unit	-\$1,103.14	\$1,103.14	\$0.00

Type of Property	Estimated Market Value	Estimated Taxes for Referendum Levy Only*		
	\$50,000	-\$161	\$152	-\$9
	75,000	-241	228	-13
	100,000	-321	304	-17
	115,000	-369	350	-19
	150,000	-482	457	-25
	175,000	-562	533	-29
	200,000	-643	609	-34
	225,000	-723	685	-38
Residential	250,000	-803	761	-42
Homesteads,	275,000	-884	837	-47
Apartments,	300,000	-964	913	-51
and Commercial-	325,000	-1,044	989	-55
Industrial Property	350,000	-1,124	1,065	-59
	375,000	-1,205	1,141	-64
	400,000	-1,285	1,218	-67
	425,000	-1,365	1,294	-71
	450,000	-1,446	1,370	-76
	475,000	-1,526	1,446	-80
	500,000	-1,606	1,522	-84
	550,000	-1,767	1,674	-93

* The figures in the table are based on school district taxes for the referendum levy only, and do not include tax levies for other purposes. Tax increases shown above are gross increases, not including the impact of the Minnesota Homestead Credit Refund ("Circuit Breaker") program. Many owners of homestead property will qualify for a refund, based on their income and total property taxes. This will decrease the net effect of the referendum levy for many property owners.

NOTE: Agricultural property will pay taxes for the proposed referendum based only on the value of the house, garage and one acre. Seasonal recreational residential property (i.e., cabins) will pay no taxes for the proposed referendum.

The combined polling places for this election and the precincts served by those combined polling places shall be as follows:

Combined Polling Place: MACCRAY West Elementary, 700 Agnes Avenue, Maynard, MN 56260

This combined polling place serves all territory in Independent School District No. 2180, located in the City of Maynard, Crate Township, Havelock Township, Leenthrop Township, Grace Township, Louriston Township, Granite Falls Township, Stoneham Township and Wang

Township, in Chippewa or Renville County, Minnesota.

Combined Polling Place: MACCRAY East Elementary, 309 Day Street, Raymond, MN 56282.

This combined polling place serves all territory in Independent School District No. 2180 located in City of Raymond, St. Johns Township, Edwards Township, Holland Township, Willmar Township, Whitefield Township, City of Willmar, in Chippewa or Kandiyohi County, Minnesota.

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, located in the City of Clara City, Woods Township, Lonetree Township, and Rheiderland Township, of Chippewa County, Minnesota.

Any eligible voter residing in the school district may vote at said election at the polling place designated above for the precinct in which he or she resides. The polls for said election will be open between 2:00 p.m. and 8:00 p.m. on the date of said election.

A voter must be registered to vote to be eligible to vote in this election. An unregistered individual may register to vote at the polling places on election day.

Dated: _____, 2019

BY ORDER OF THE SCHOOL BOARD

/s/ _____
School District Clerk
Independent School District No. 2180
(MACCRAY Public Schools)
Chippewa County, Minnesota

EXHIBIT B

SCHOOL DISTRICT QUESTION BALLOT

INDEPENDENT SCHOOL DISTRICT NO. 2180
(MACCRAY PUBLIC SCHOOLS)
CHIPPEWA COUNTY, MINNESOTA
SPECIAL ELECTION

November 5, 2019

To vote for a question, fill in the oval next to the word "YES" for that question.
To vote against a question, fill in the oval next to the word "NO" for that question.

SCHOOL DISTRICT BALLOT QUESTION 1

APPROVAL OF RENEWED REFERENDUM LEVY AUTHORIZATION

The school board of Independent School District No. 2180 (MACCRAY Public Schools) has proposed to renew a portion of its referendum revenue authorization in the amount of \$1,103.14 per pupil, which expires at the end of taxes-payable year 2019. The renewed authorization amount of \$1,103.14 per pupil proposed in this ballot question would be first effective for taxes payable in 2020, and would be applicable for ten years unless earlier revoked or reduced as provided by law.

Shall the renewal of the referendum levy authorization proposed by the school board of Independent School District No. 2180 be approved?

YES

NO

BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING TO EXTEND AN EXISTING PROPERTY TAX REFERENDUM THAT IS SCHEDULED TO EXPIRE.

SCHOOL DISTRICT BALLOT QUESTION 2

APPROVAL OF GENERAL OBLIGATION BUILDING BONDS

Shall the school board of Independent School District No. 2180 (MACCRAY Public Schools) be authorized to issue general obligation school building bonds in an amount not to exceed \$39,515,000 to provide funds for the acquisition or betterment of school sites and facilities Districtwide, including without limitation remodeling, renovations, and/or expansion of the school facility located in Clara City for use as a combined pre-K-5 elementary school, 6-8 middle school, and 9-12 high school facility; construction of a 500-seat auditorium addition to said facility; and deconstruction or transition of the Raymond and Maynard school facilities?

YES

NO

BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE.

STATE OF MINNESOTA)
) SS
COUNTY OF CHIPPEWA)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa County, Minnesota, hereby certify that the attached and foregoing is a full, true, and correct transcript of the minutes of a meeting of the school board of said district duly called and held on the date therein indicated, so far as such minutes relate to the calling of a referendum on issuing general obligations for the acquisition and betterment of school sites and facilities districtwide; and that the resolution included therein is a full, true, and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this _____ day of _____, 2019.

School District Clerk
Independent School District No. 2180
(MACCRAY Public Schools)
Chippewa County, Minnesota



Minnesota School Boards Association
1900 West Jefferson Ave
St. Peter, MN 56082-3015
507-934-2450 or 800-324-4459

INVOICE

ATTN: Accounts Payable
I.S.D. 2180
PO BOX 690
CLARA CITY, MN 56222-0690

Invoice No: 22789H1F4Q9
Invoice Date: 6/7/2019
Acct No: 231
Due Date: 11/15/2019
PO Number:

Invoice Item	Qty	Unit Price	Extended
Association Dues (FY 7/1/19 to 6/30/20)	1	\$3,804.00	\$3,804.00
Policy Services Renewal (FY 7/1/19 to 6/30/20)	1	\$700.00	\$700.00

Subtotal: \$4,504.00
Amount Paid: \$0.00
Balance Due: \$4,504.00

Dues for **ISD #2180** are based on 721.89 "Average Daily Membership of Students Served" for the fiscal year ended June 30, 2018, as provided by the Minnesota Department of Education.

MSBA is not able to accept Credit, Debit, or Procurement Cards as a method of payment of your 2019-20 Dues Invoice. Please remit payment of this invoice to MSBA by CHECK. Thank you for your cooperation.

In accordance with IRS Code Sec. 6113, contributions or gifts (including membership dues) to MSBA are not deductible as charitable contributions for Federal income tax purposes.

February 6, 2018

XXXXX
XXXXX
Any Town, MN 55XXX

Mr. XXXXI:

This letter is to officially inform you of your (suspension or warning) from attendance at XXXX games resulting from a reported incident at XXXX High School on XXXX.

As we discussed, cheering should always be positive and supportive. XXXX High Schools' behavior expectations for our fans, parents, athletes, and coaches remain constant, whether it is a home or road game.

I understand you were frustrated with the (officiating, playing time, coaching, etc) last XXXX, but there are limits to how we publicly communicate our dissatisfaction. The expectations we have of our fans are not out of line with what the Minnesota State High School League expects. I have included the MSHSL behavior expectations for your reference.

I appreciate your willingness to provide my office with a sincere apology letter that will be sent to XXX High School and to both officials. Upon receipt of this letter, your suspension one game will be implemented . If you choose not to write a letter, the suspension will increase to two games. If you choose not to follow the behavior expectations of our school community and of the MSHSL, further sanctions would be imposed.

It is my genuine hope this was an isolated incident and that we will not need to re-visit this issue again.

Sincerely,

XXXX

Adopted: _____

MSBA/MASA Model Policy 209

Orig. 1995

Revised: _____

Rev. 2009

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.

2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an

open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

Adopted: _____

MSBA/MASA Model Policy 514

Orig. 2003

Revised: _____

Rev. 2014

514 BULLYING PROHIBITION POLICY

[Note: School districts are required by statute to have a policy addressing bullying.]

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is

prohibited.

- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-

sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might

include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this

policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training

materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 4. The incidence and nature of cyberbullying; and
 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model

Policy 506) distributed to parents at the beginning of each school year.

- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: _____

MSBA/MASA Model Policy 524

Orig. 1996

Revised: _____

Rev. 2014

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of

employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
 6. Users will not use the school district system to post private information

about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "MySpace" and "Facebook."
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another

person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy (MSBA/MASA Model Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the

appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts which seek technology revenue pursuant to Minn. Stat. § 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children’s Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

School districts which receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children’s Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy which contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.

- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd

exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in

any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.

- c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
 17 U.S.C. § 101 *et seq.* (Copyrights)
 47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 125B.15 (Internet Access for Students)
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d 656 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-

III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: _____

MSBA/MASA Model Policy 534
Orig. 2017

Revised: _____

534 UNPAID MEAL CHARGES

[Note: United States Department of Agriculture (USDA) Policy Memorandum SP 46-2016 requires all School Food Authorities (i.e., school districts) operating federal school meal programs to have a written and clearly communicated system to address unpaid meal charges by July 1, 2017. USDA Policy Memorandum SP 23-2017 clarified that school districts could adopt a “policy” or “standard practice.” Although this document is styled as a “policy,” school districts may establish and implement a set of written procedures instead of a policy, provided that the written document explains how the school district will handle situations where students eligible to receive reduced-price or paid meals do not have money in their account or in hand to cover the cost of their meals at the time of service. The policy or standard practice must be implemented throughout the school district.]

[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]

[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid meal charges.]

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

- A Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$10.00 to this account. When an account reaches this limit, a student shall not be allowed to charge further meals or a la carte items until the negative account balance is paid. Families may pay by bringing money to any building office or pay online through the Online Parent Portal.

- B. If the school district receives school lunch aid under Minn. Stat. § 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- C. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.
- D. When a student has a negative account balance, the student will not be allowed to charge a snack item.
- E. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance once the negative balance reaches \$10. Families will be notified by automated email, letters sent home and/or phone calls.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$100 not paid prior to the end of the month, will be turned over to the superintendent or superintendent's designee for collection. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
 - 1. all households at or before the start of each school year;
 - 2. students and families who transfer into the school district, at the time of enrollment; and
 - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

Legal References: Minn. Stat. § 124D.111, Subd. 4
 42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
 7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
 7 C.F.R. § 220.8 (School Breakfast Program Regulations)
 USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
 USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
 USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Schedule A
2019 - 2020 Base Pay

BA	BA +15	BA +30	BA +45	MA/BA +60	MA + 15	MA +30
40,100	41,540	42,980	44,420	45,860	47,300	48,740

1. The above line would be the minimum starting rate for a person hired for the 2019-2020 school year (\$1000).
2. The salary increase for all certified staff in 2019-20 is \$1350.
3. Lane changes will be figured by adding an additional \$1,440 to the teacher's base salary per lane change.
4. Certified staff that are newly hired (prior to or during the 2019-20 school year) will have salary adjustment to the match the base pay.

Schedule B
2020 - 2021 Base Pay

BA	BA +15	BA +30	BA +45	MA/BA +60	MA + 15	MA +30
40,750	42,190	43,630	45,070	46,510	47,950	49,390

1. The above line would be the minimum starting rate for a person hired for the 2020-2021 school year.
2. The salary increase for all certified staff in 2020-2021 is \$1400.
3. Lane changes will be figured by adding an additional \$1,440 to the teacher's base salary per lane change.

Schedules C and D

Extra Curricular Schedules	2019-2020 and 2020-2021					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Head Coach: FB, VB, WR, BBB, GBB, Danceline	5010	5138	5269	5403	5540	5683
Head Coach: Softball, Track, Baseball, Tennis, Cross County, Golf	4470	4585	4702	4822	4944	5070
Head Coach: Tennis, Cross County, Golf	3936	4036	4139	4244	4353	4464
Asst/JV/9th Coach: FB, VB, WR, BBB, GBB, Danceline, Musical	3936	4036	4139	4244	4353	4464
Assistant Coach: Softball, Track, Baseball	3219	3299	3385	3470	3560	3649
Assistant Coach: Tennis, Cross Country, Golf	2683	2751	2822	2894	2967	3044
Jr. High Coaches: FB, VB, GBB, BBB, Baseball, Softball, Track, Tennis, Golf, Wrestling	2149	2203	2259	2318	2376	2436
Pepband	2505	2569	2634	2701	2771	2841
Knowledge Bowl, One Act Play, Spring Play	1972	2023	2075	2128	2182	2237
Prom, Math League, Musical Assistant, Marching Band/Drumline	1431	1467	1504	1543	1581	1622
Jazz Band, JR/SR Class Advisors, Annual, SADD, NHS, Business Professionals of America	895	918	942	965	990	1016
Student Council, Assistant Marching Band/Color Guard/Drumline	536	549	561	576	591	607
Spelling Bee	260	266	272	280	287	294

- Supervision of Events (unless extended event): **\$50** per event
 Portable Sound System Set Up/Operation: **\$35** per event
 Compensation for Music Teacher directly involved with Graduation or Coronation events - **\$35** per event.
 Attending Director at MSHSL music contests - compensated **\$100/day**.
 Behind the Wheel Drivers Ed @ **\$25.00/hr**
 Elementary Designee \$650 per building
 College level class teacher: \$500 per semester
 Weight Training Coach: Fall Season \$750, Winter Season \$1500, Spring Season \$750.



185 120TH AVENUE SE
CLARA CITY MN 56222

Estimate

5/15/2019

MACCRAY DIST #2180
PO BOX 690
CLARA CITY MN 56222

Prepared by: Jeff Johnson &
Peter Bonnema

Phone: 320-847-2607

Cell Phone: 320-220-0428 /
320-212-9572

MPCA License # 4010



Comments:

Customer Phone

(320) 847-2154

Description	Total
ESTIMATE 1 INSTALL 950' OF 12" DUAL WALL TILE, 20' OF 15" CMP AND RODENT GUARD TO DITCH, 1-12" INTAKE, 30' OF 6" DUAL WALL AND 1 6" INTAKE, CONNECT TO EXISTING 12" LINE WORK WILL BE BY SOFTBALL FIELD AND GOLF COURSE, MACCRAY EAST SITE	11,950.00
Please let me know if you want me to go ahead with this project	Total \$11,950.00

If you have any questions concerning this estimate, please contact Jeff or Peter at the above phone numbers.

Thank You for your business!



185 120TH AVENUE SE
CLARA CITY MN 56222

Estimate

5/15/2019

MACCRAY DIST #2180
PO BOX 690
CLARA CITY MN 56222

Prepared by: Jeff Johnson &
Peter Bonnema

Phone: 320-847-2607

Cell Phone: 320-220-0428 /
320-212-9572

MPCA License # 4010



Comments:

Customer Phone
(320) 847-2154

Description	Total
ESTIMATE 2 INSTALL 210' OF 6" DUAL WALL STORM SEWER LINE BEHIND SCHOOL AND 2 6" INTAKES	2,765.00
Please let me know if you want me to go ahead with this project	Total \$2,765.00

If you have any questions concerning this estimate, please contact Jeff or Peter at the above phone numbers.

Thank You for your business!



185 120TH AVENUE SE
CLARA CITY MN 56222

Estimate

5/15/2019

MACCRAY DIST #2180
PO BOX 690
CLARA CITY MN 56222

Prepared by: Jeff Johnson &
Peter Bonnema
Phone: 320-847-2607
Cell Phone: 320-220-0428 /
320-212-9572
MPCA License # 4010



Comments:

Customer Phone
(320) 847-2154

Description	Total
ESTIMATE 3 INSTALL 430' OF 6" SINGLE WALL TILE AND 1,320' OF 4" SINGLE WALL TILE LINES ON SOFT BALL FIELD AT MACCRAY EAST, ROUGH GRADE TRENCHES WITH SKID LOADER AFTER THE TILE IS INSTALLED. THIS ESTIMATE DOES NOT INCLUDE HAULING GRAVEL FOR BALL FIELD	9,320.00
Please let me know if you want me to go ahead with this project	Total \$9,320.00

If you have any questions concerning this estimate, please contact Jeff or Peter at the above phone numbers.

Thank You for your business!



Preliminary Drainage by
JEFF JOHNSON EXCAVATING

for

MACCRAV SCHOOLS

located at:

MACCRAV East Ball Fields
Section 19
T118N-R36W
Edwards Twp.
Kandiyohi County

Survey and sketch by

AG WATER MANAGEMENT
Roymond, MN

May 2019

12" or 10" = 780±
6" dw = 430±
4" = 1,320±

Total = 2,530±

June 28, 2019

MACCRAY Board Members
711 Wolverine Drive
Clara City, MN 56222

Dear MACCRAY School Board,

This letter is to formally inform the MACCRAY school board that I am requesting maternity leave to begin on October 17, 2019, as this is my due date.

Per the Master Agreement, I will use the allotted sick leave and my personal leave days until January 2, 2020.

If there are any additional days of the school after my sick leave and personal leave have been used, I understand the rest of those days will be without pay. My maternity leave will be (approximately) thirty-five school days.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Meghan Sunderland', written in a cursive style.

Meghan Sunderland
MACCRAY Middle School English Teacher



Teacher Contract

The School Board of Independent School District 2180 of the State of Minnesota, Clara City, Minnesota, enters into this agreement, pursuant to M.S. 125.12 as amended, with Meghan Sunderland, a legally qualified and licensed teacher who agrees to teach in the public schools of said district as Language Arts Teacher for the school year 2019 - 2020.

The following provisions shall apply and are a part of this contract:

- 1. Basic Services: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative...
2. Duration: This contract is subject to the provision of M.S. 125.12 as amended...
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the school board...
4. Additional Services: The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments...
5. Reference: This contract shall be subject to the agreement between the school district and the exclusive representative...
6. Special Provision: (Insert here any other contractual provisions).

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Table with 2 columns: Additional Service, Additional Compensation. Row 1: 1. _____ \$ _____ Row 2: 2. _____ \$ _____

7. In Consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ 45,000 For Basic Services:
\$ For Additional Services as set forth in paragraph 6
\$ 45,000 Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the terms of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this 28 day of June, 2019

Teacher: [Signature]

IN WITNESS THEREOF we have subscribed our signatures this _____ day of _____, _____

Independent School District No. 2180

Clerk: _____

Chairperson: _____

MASTER AGREEMENT

July 1, 2019 through June 30, 2021

by & between

**MACCRAY PUBLIC SCHOOLS
ISD 2180**

and the

MACCRAY EDUCATION ASSOCIATION

Master Agreement - MACCRAY Public Schools

Article I Purpose

Section 1. Parties: This Agreement is entered into between Independent School District #2180 (MACCRAY Public Schools), hereafter referred to as the School District, & the MACCRAY Education Association, employees, hereafter referred to as the exclusive representative pursuant to & in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereafter referred to as PELRA, to provide the terms and conditions of employment for Teachers during the duration of this Agreement.

Article II Recognition of Exclusive Representative

Section 1. Recognition: In accordance with PELRA, the School District recognizes the MACCRAY Education Association as the exclusive representative of Teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Units: The exclusive representative shall represent all the Teachers of this School District as defined in this Agreement and in said act.

Article III Definitions

Section 1. Appropriate Unit

In accordance with the results of the certification order issued by the Director of the Bureau of Mediation Services, State of Minnesota, the Board recognizes the Union as the exclusive representative of all teachers in the appropriate unit as defined herein.

The appropriate unit shall consist of all teachers of Independent School District No. 2180, MACCRAY Minnesota, as defined in this section, employed in a position for which the person must be licensed by the **Minnesota Professional Educator Licensing and Standards Board (PELSB)**, including those on leave of absence who are guaranteed a position upon their return, excluding the following employees: supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than 50% of their time to administrative and supervisory duties; any paraprofessional educational assistant or teaching assistant positions whether or not they are required to hold a certificate of license issued by the Minnesota Department of Education, and all other employees.

Section 2. School District: For purposes of administering this Agreement, the term "School District," shall mean the School Board or its designated representative.

Section 3. Bureau "Bureau" means the Minnesota Bureau of Mediation Services.

Section 4. Commissioner. "Commissioner of the Minnesota Bureau of Mediation Services" or "commissioner" means the commissioner of the Bureau of Mediation Services.

Section 5. Exclusive representative. "Exclusive representative" means the employee organization or union which has been certified by the commissioner to meet and negotiate with the District on behalf of all employees in the appropriate unit.

Section 6. Teacher. The term "teacher" includes every person regularly employed, as a **teacher**, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as placement teacher and visiting teacher. Any individual in position for which the school district or Board of Teaching requires a license shall also be covered by these sections as teachers if licensed as teachers or as school librarians. The term "teacher" shall also include a person employed as a **licensed school nurse**, physical therapist, occupational therapist, art therapist, music therapist, or audiologist.

Section 7. Terms and Conditions of Employment: The words, "terms and conditions of employment" mean the hours of employment, the compensation, therefore, including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

Article IV School District Rights

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teachings services prescribed by the School District and shall be governed by the Laws of the State of Minnesota and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the Laws of the State of Minnesota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 5. School Management Rights: Effective with the 2001-2002 school year, all full-time or part-time Teachers are required to maintain license(s) in the area(s) in which they are currently licensed. Area(s) may only be dropped with School Board approval. Violation of this provision may be grounds for termination of the Teacher's individual contract.

Article V Teacher Rights

Section 1. Expressions of Views: Teachers and the exclusive representative have the right to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as this is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative. Nothing herein shall require any teacher to perform labor or services against his or her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiations, grievance procedures, and terms and conditions of employment for such Teachers.

Section 3. Request for Dues Check off: Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt of a properly executed authorization card of the teacher involved, payroll clerk will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization and/or exclusive representation in 18 equal installments, beginning in September.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgements, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this agreement.

Section 4. Personnel Files: Pursuant to MS 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual Teacher shall be available during regular School District business hours to each individual Teacher upon written request. The Teacher shall have the right to reproduce any of the contents of the files at the Teacher's expense and to submit for inclusion in the file written information in response to any material contained herein. No materials shall be placed in the Teacher's personnel file without prior notification given to the Teacher, and only one official file shall be kept per Teacher by the School District for use in official school district proceedings. However, the School District may destroy such files as provided by law.

Section 5: Part-Time Personnel: Part-time certified personnel are defined as those certified employees covered under this Master Agreement who work less than the full-time contracted time specified in this Master Agreement, and they shall receive a prorated portion of all bargained salaries, fringe benefits, and all other benefits as set forth in the Master Agreement based on the proportion of time they are employed as compared to full-time certified personnel.

Article VI Basic Schedule and Rate of Pay

Section 1. Basic Compensation:

Subd. 1. 2019-20 Rates of Pay: The wages & salaries reflected in Schedule A, attached, shall be effective only for the 2019-20 school yr.

Subd. 2. 2020-21 Rates of Pay: The wages & salaries reflected in Schedule B, attached, shall be effective only for the 2020-21 school yr.

Subd. 3. Method of Payment: Teachers will be paid in twenty-four (24) equal, bi-monthly installments. The payment date will be the last weekday nearest the 15th & 30th of each month. A Teacher may elect, by written request, to receive all unpaid salary for the previous school yr. on the June 15th payday. If the Teacher contract year ends after June 15th, the payday would be the last day of the contract.

Section 2: Status of Salary Schedules: A Teacher's current pay will be increased by the amount negotiated and listed in the Tiered Fixed Dollar Increase, Schedules A and B. A lane change may occur even though a successor Agreement has not been executed. A Teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds which shall be stated in writing to the Teacher involved prior to March 1. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a Teacher on the appropriate salary schedule.

Subd. 1. Germane: Credits to be considered for applications on any lane of the salary schedule must be credits germane to the Teacher's contractual duties or to the Teacher's license area in which they have taught or are currently teaching as determined by the School District or its designated representative. Teachers may also bank credits for other license areas which will be accepted if the Teacher is assigned to those areas. Only banked credits earned within the last five years will apply. All credits must carry a B or higher or pass on the Pass/Fail system, but only when it is the only option available.

Subd. 2. Grade and Credits: All credits in the master's or fifth (5th) year program will apply on the salary schedule and must carry a grade average of B or higher or pass on the Pass/Fail system, but only when it is the only option available.

Subd. 3 Prior Approval: All credits, in order to be considered for application on the salary schedule, must be germane according to subdivision 1 as approved in writing by the School District or its designated representative prior to taking the course.

Subd. 4 Effective Date: Individual contracts will be modified to reflect qualified lane changes bi-annually effective September 15 and March 15 provided a transcript of qualified credits is submitted to the Superintendent's office by September 15 and March 15. Credits submitted by transcript after these dates, even though otherwise qualifying, shall not be considered until the following qualifying date. If a transcript is not available by the above dates, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received. Salary for a lane change effective March 15 shall be prorated as follows: The number of Teacher duty days from March 15 through the last Teacher duty day of the year divided by the total yearly number of Teacher duty days as outlined in this master agreement (currently 159.4 days). Salary for a lane change effective September 15 shall be changed effective for the total year. The salary adjustment will not be prorated for this date but shall apply for the total yearly Teacher duty days as outlined in this master agreement (currently 159.4 days) during the school year of the effective date.

Subd. 5. Advanced Degree Program: A Teacher shall be paid on the master's degree lane or higher if the degree program is germane to the Teacher's contractual duties or to the Teacher's license area in which they have taught or are currently teaching, within the School District, as determined by the School District or its designated representatives. If the School District moves a Teacher being paid on the master's lane to another area of teaching, the Teacher will continue to be paid on the master's lane. Banked credits earned during the time period allowed by the Graduate Institution will be allowed on the salary schedule. Credits allowed by the Graduate Institution will be allowed on the salary schedule. Teachers entering a master's program must have their program approved by the School District.

Subd. 6 Applications: Credits to apply to lanes beyond a particular lane must be earned subsequent to the earnings of the degree, must be offered through an accredited college, university, institution, or technical college. All credits must be earned at the graduate level.

Subd. 7. Prior Experience: A new Teacher with previous teaching experience shall be placed in the appropriate lane and compensated as agreed upon between the school district and the Teacher. This subdivision is not grievable.

Section 4. Pay Deduction: Whenever a pay deduction is made for a Teacher's absence, the annual salary divided by the number of Teacher duty days shall be deducted for each day's absence.

Article VII Extra Compensation

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C, attached hereto, shall be effective only for the **2019-20** school year; Schedule D, attached hereto, shall be effective only for the **2020-21** school year.

Section 2. Extra-Curricular Assignments: A Teacher who has had experience in other school systems in an assigned extra-curricular duty shall be placed on the extra-curricular salary schedule as agreed between the District & the Teacher. This subdivision is not grievable.

Section 3. Compensation for Substituting: By mutual agreement between the principal and the Teacher, a Teacher may fill in a classroom period for another Teacher or **paraprofessional** who is absent for a sum of **\$30.00** per class period at the secondary level.

Elementary Teachers who agree to fill a classroom period of another elementary Teacher or **paraprofessional** will be reimbursed **\$20.00** per class period.

Section 4. Summer School and Homebound Pay: Teachers who are teaching summer school or homebound shall be paid at a rate of \$30.00 per hour for prep time and \$30.00 per hour for teaching time. They will be allowed one (1) hour of prep time per four (4) hours of teaching time.

Section 5. Curriculum Writing: Teachers writing district curriculum shall be paid **\$30.00** per hour approved by the district.

Section 6. Overload: Any Teacher directed by the School District to teach an overload will be compensated at the rate of 1/7 of Teacher basic pay if the overload requires no extra preparation or at the rate of 1/6 of their basic pay if the overload requires an extra preparation. An overload will be defined as more than 6 class periods per day at the secondary level or a duty assignment allowing for less than 50 minutes per day of prep time at the elementary level.

Section 7: Wellness Incentive Pay: Every full-time Teacher under this contract will be eligible for yearly wellness pay. An incentive will be paid to each Teacher in each of the following:

0-Hours of sick leave used = \$300

Up to 8.5 Hours used = \$200

Up to 17 Hours used = \$100

Every part-time Teacher under this contract will be eligible for yearly wellness pay prorated based on their contract amount. **Teachers must submit a claim form to be paid the Wellness Incentive Pay. Claim form must be submitted on or before June 5 to be paid on or before June 30. Any claim forms received after June 5 will not be paid.**

Section 8: Summer Extended Contract: The Vocational Agriculture Instructor shall receive 30 Days at the instructor's daily rate of pay for Ag extended contract time. **Any additional Ag instructor will receive 15 additional days with the caveat of tracking hours. The total of 45 days may be divided differently if agreed upon by both teachers and the Superintendent.**

Section 9: Calendar Year Special Education Services: Teachers that perform duties required by a student's IEP during the summer or special education evaluations for Birth to 3 years required by law, will be paid at their regularly hourly wage.

Section 10: **The School District will reimburse teachers up to \$8500 for tuition, books, mileage and supplies for certification by the Higher Learning Commission required by the School District and agreed upon by the Superintendent for up to 18 credits. The teacher will submit all receipts to prove expenses up to \$8500. The teacher will agree to work for the School District for at least 5 years. Commencing at the end of the 18 credits earned necessary to teach College Now or College in the High School coursework, the District will pay 40% of the submitted receipts, then 20% each year for the next 3 years. If said teacher leaves employment at the School District the payments toward the HLC coursework will cease. Payment will be made in June.**

Section 11: Bonus for those retiring/leave District and declaring early. If a letter of retirement/resignation is received by January 5th, the teacher will receive \$1800. If the letter is received by March 5th, the teacher will receive \$500. Both are payable on the last paycheck or June 30.

Article VIII Group Insurance

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Claims against School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amount as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits to any individual by an insurance carrier.

Section 3. Duration of Insurance Contribution: A Teacher is eligible for School District contributions as provided in this article as long as the Teacher is employed by the School District. Upon termination of employment by either party, all School District contributions shall cease. The Teacher may remain in the plan for eighteen (18) months by paying his/her own premium by the 20th day of each month preceding the month for which it applies. Failure to make such a payment will result in cancellation of the policy. Pursuant to MS 62A.17.

Section 4. Sub-Group Retirees: Staff members under this agreement are eligible to participate in the group health insurance plan indefinitely provided they are receiving a disability benefit or are receiving an annuity from a MN Public Pension Plan or have met age & service requirements necessary to receive an annuity from such a plan. The policy must be maintained & there shall be no lapse in coverage from the group policy. The retiree must contribute fully to the monthly premiums by paying the school district by the 20th of

each month preceding the month for which it applies. Failure to a payment will result in cancellation of this policy. Pursuant to MS 471.61.

Section 5. Eligibility: The School District contribution will be provided to all full-time Teachers and provided on a pro-rata basis for those Teachers employed on a part-time basis. All Teachers must participate in core benefits with the exception of:

1. Employees of the School District who are married to each other may be covered under one family health policy or two single health policies.
2. Part-time employees of the School District.

Section 6. Benefits: The School District will contribute **\$7200** toward health insurance to each full-time Teacher for both **2019-2020** and the **2020-2021** school year. The School District contributions can be used for the following:

Core Benefits **1. Health and Hospitalization Insurance**

Article IX ECFE

Section 1. Recognition: The School District recognizes that the Early Childhood Family Education Teachers are exclusively represented by the MACCRAY Education Association.

Section 2. Insurance: Early Childhood Family Education Teachers shall be eligible for group insurance on the same basis as K-12 Teachers covered by the existing Master Agreement.

Section 3. Scheduling: Recognizing the unique, changing and variable nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be assigned by mutual agreement between the School District, Coordinator, and ECFE Teachers and may be modified from time to time based upon the needs of the programs. One hour of prep/set up time will be allowed for each hour of teaching.

Section 4. Hours of Service: The hours and days of Early Childhood Family Education Teachers will be compared to a **159.4** day contract of K-12 Teachers to determine the proportional employment of ECFE Teachers in determining benefits or prorated benefits.

Section 5. Seniority: The seniority with the ECFE program will only count within the ECFE program. There is nothing in this Agreement that suggests that the ECFE Teachers will earn seniority towards any positions in the Early Childhood Special Education pre-school program, K-12 program, nor will Teachers in those programs have any seniority within the ECFE program. Nothing in this Agreement shall imply any present or future tenure status for ECFE.

Section 6. Compensation: The hourly rate shall be determined by the BA0 base pay.

Section 7. Layoff and Recall: Placement on unrequested leave of absence shall be based on seniority, starting with the least senior. Reinstatement of ECFE teachers from layoff shall be in reverse order of their placement on unrequested leave of absence. Non-probationary ECFE teachers on unrequested leave of absence shall have full reinstatement rights for a period of five (5) years from their date of layoff.

Article X Pre-school

Section 1. Recognition: The School District recognizes that the Pre-school Teachers are exclusively represented by the MACCRAY Education Association.

Section 2. Insurance: Pre-school Teachers shall be eligible for group insurance on the same basis as K-12 Teachers covered by the existing Master Agreement.

Section 3. Prep Time: The pre-school teachers will receive the same prep time as other K-6 teachers according to the Master Contract.

Section 4. Hours of Service: The hours and days of Pre-school Teachers will be compared to a **159.4** day contract of K-12 Teachers to determine the proportional employment of Pre-school Teachers in determining benefits or prorated benefits.

Section 5. Seniority: The seniority with the Pre-school program will only count within the Pre-school program. There is nothing in this Agreement that suggests that the Pre-school Teachers will earn seniority towards any positions in the Early Childhood Special Education, or K-12 program, nor will Teachers in those programs have any seniority within the Pre-school program.

Section 6. Tenure: Teachers having taught Pre-school in the District prior to the **2017-2018** school year shall be eligible for continuing contract for the **2018-2019** school year if the teacher eligible

Section 7. Layoff and Recall: Placement on unrequested leave of absence shall be based on seniority, starting with the least senior. Reinstatement of Pre-school teachers from layoff shall be in reverse order of their placement on unrequested leave of absence. Non-

probationary Pre-school teachers on unrequested leave of absence shall have full reinstatement rights for a period of five (5) years from their date of layoff.

Article XI Leaves of Absence

Section 1. Sick Leave:

Subd. 1. All full-time Teachers shall earn sick leave at the rate of 120 hours for each yr. of service in the employment of the School Dist. All Teachers will be credited with one year sick leave allowance 120 hours upon completion of their first day of full teaching service. Deductions for absences will be made on the same basis as granted. Part-time Teachers will accrue & be charged sick leave on a pro-rata basis.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 1080 hours of sick leave per Teacher.

Subd. 3. Sick leave with pay shall be allowed when a Teacher's absence is due to illness which prevented his/her attendance at school & performance of duties on that day or days. Accrued sick leave shall be allowed for the illness of the Teacher's spouse & parent.

Subd. 4. Teacher's sick leave may be allowed for absences due to illness of the Teacher's child as covered by MS 191.9413, on the same terms the Teacher is able to use sick leave benefits for the Teacher's own illness as stated in Article IX, Sec. 1 of the Master Agreement.

Subd. 5. The School District may require a Teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 6. In the event that a medical certificate will be required, the Teacher will be advised within two (2) teaching days of return to work.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave days earned by the Teacher.

Subd. 8. Sick leave pay shall be approved only upon submission of a signed sick leave pay request form available at the office.

Section 2. Disability Bank Leave:

Subd. 1. At the beginning of the school year, each Teacher shall contribute one day of sick leave until a bank of at least 765 hours is accumulated. This disability leave bank may be used by any Teacher to bridge the gap between accumulated sick days and the qualifying time period for long term disability. To qualify for disability leave bank days, the following conditions have to be met:

1. A Teacher must be physically incapable of performing his or her duties due to accident or illness.
2. A Teacher must have used all of his/her personally accumulated sick leave.
3. The Teacher will be required to take up to 85 hours of unpaid leave before starting to use the disability bank, with the understanding that these days will be paid retroactively upon qualifying for LTD.
4. The request for the number of days is approved by the exclusive representative.
5. Under no circumstances may the days approved exceed the no. of days needed to complete the LTD qualification period.

Subd. 2. The disability bank is not intended to be used in conjunction with any other leave provided for in other sections of this contract.

Subd. 3. Disability bank leave days will be deducted for each eligible Teacher as described in Section 1 only when the number of banked days is below 85 hours.

Section 3. Bereavement Leave: 42.5 hours of 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 17 additional hours may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave.

Section 4. Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leave will be deducted from sick leave.

Section 5. Personal Leave:

Subd. 1. At the beginning of the school year, each Teacher shall be granted (17) hours of personal leave non-restrictive. Personal hours refer to hours not covered by any other provision of this Agreement. Teacher may bank (17) hours of unused personal leave to be used the following school year. Personal leave hours shall not exceed thirty-four (34) in any given year.

Subd. 2. Requests for personal leave must be submitted using the Districts electronic leave request system to the building principal at least one (1) day in advance, except in the event of emergencies. All personal leave must have prior approval.

Subd. 3. 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. At no time shall there be allowed more than three (3) personal leaves granted on the same day for any one of the three (3) sites (East, West, Jr/Sr High). At no time shall there be more than seven (7) personal leaves granted on the same day throughout the district. Personal leave will be granted in 15minute increments. During the months of April and May, no more than five (5) personal days will be granted in any one day with a maximum of 2 per elementary site (East, West) and 3 at the High School.

Subd. 4. Up to 2 unused personal days may be requested to be paid back to the teacher for the Substitute Teacher rate of pay. The teacher is responsible for requesting this via claim form by June 5 of each year to be paid in June. No claims after June 5 will be paid.

Section 6. Family Medical Care Leave

Subd. 1. Upon request of an employee, a Family Medical Care Leave (as provided by the Federal “Family and Medical Leave Act”) of up to 12 weeks of unpaid leave with continued payment of benefits, shall be granted by the School District.

Section 7. Child Care Leave

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

Subd. 2. A Teacher making application for childcare leave shall inform the Supt. in writing of intent to take the leave at least two (2) months before commencement of the intended leave. In case of adoptions, the two (2) calendar month notification shall be waived.

Subd. 3. If the reason for the child care leave is occasioned by a pregnancy, a Teacher may qualify for up to twelve (12) calendar weeks of maternity leave, which is a paid leave charged to accumulated sick leave. Additional time may be granted for maternity leave with two (2) days per month remaining in the school year must remain in the teacher’s accumulated sick leave if sick leave and personal leave time are exhausted, the remainder of the leave is unpaid. A pregnant Teacher will also provide, at the time of the leave application, a statement from her physician indicating the date of delivery. Said Teacher making application and receiving approval for child care leave under the terms of this Agreement may also qualify for sick leave under this Agreement provided the sick leave shall not be used between the starting and ending dates of the child care leaves.

Subd. 4. If the leave exceeds the amount of accumulated sick leave, unpaid leave will be divided equally among the remaining pay periods.

Subd. 5. If occasioned by pregnancy or adoptions, Family Medical Care Leave may be used in combination with the child care leave (Section 7, Subd. 3). The combination shall not exceed 12 weeks, but shall include prior notice of two (2) calendar months before commencement of the leave if occasioned by pregnancy.

Subd. 6. One fifth (1/5) of yearly accrued sick leave (maximum of 3 days) may be allowed for an adoption of a child by a person covered under this master agreement. Pay shall be allowed for this leave and the days of absence shall be deducted from the Teacher’s sick leave.

Subd. 7. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break 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 Teacher may also be considered by the School Board in the granting of a child care leave or the duration thereof.

Subd. 8. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not in any event, be required to:

1. Grant any leave more than twelve (12) months duration.
2. Permit the Teacher to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 9. A Teacher returning from child care leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 10. Failure of the Teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the Teacher mutually agree to an extension of the leave.

Subd. 11. A Teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes, seniority and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The Teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 12. A Teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the Teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the Teacher does not return to the School District pursuant to this section.

Section 8. Association Leave

Subd. 1. Officers: At the beginning of each school year the School District shall grant three (3) days of Association leave, non-accumulative, should the occasion arise that elected officers or appointed representatives of the exclusive representative must be absent from their position to conduct business of the exclusive representative. The association agrees to notify the School District through the Superintendent no less than 48 hours prior to the date for intended use of said leave. The association agrees to pay the substitute's salary. No loss of salary will result from a Teacher taking association leave. Union leave by Union members for negotiations and/or mediation sessions with the Districts shall not be deducted from the three (3) total Union leave days.

Subd. 2. Teachers: A Teacher engaged during the school day in negotiating on behalf of the association with any representative of the School District or participating in any professional grievance negotiation, mediation or arbitration, shall be released from regular duties without loss of salary. If such meetings are requested during school hours, the MACCRAY Education Association will pay the substitute's salary for that Teacher.

Section 9. Professional Leave: Professional leave may be granted subject to the Superintendent's approval. The leave must be germane to the Teacher's contracted area of assignment. The Teacher shall submit proof of attendance. The Teacher will not be responsible for paying a substitute for those days. No loss of salary will result from a Teacher taking professional leave.

Section 10. Unrequested Leave of Absence: The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Subd. 1. Probationary teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

Subd. 2. Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

Subd. 3. Exceptions for licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field. The provisions of this paragraph do not apply to vocational education licenses. **A Higher Learning Commission licensed teacher may not be placed on ULA before a person without an HLC license in the same subject area. (Higher Learning Commission is for teaching college credit classes in the high school, College Now, etc.)**

Subd. 4. Exceptions for affirmative action: Notwithstanding the provisions above, if the placing of any teacher on unrequested leave before another teacher would place the district in violation of its affirmative action program, the district may retain the teacher, even if the retained teacher is a probationary teacher, the teacher with less seniority, or the provisionally licensed teacher.

Subd. 5. Notice to teachers. Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a). states the applicable grounds for the proposed placement;
- b.) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c.) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Subd. 6. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Subd. 7. Final board action. Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1, but not before notice to the teacher as required above and acquiescence or notice to the teacher as required above and the arbitrator decision.

Subd. 8. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence

must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Subd. 9. Vacancies and notification: No new teacher shall be employed by the district while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a tier 1 or tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Subd. 10. Seniority: For purposes of ULA means initial date of service with the school district in a position requiring a license.

Subd. 11. Seniority tiebreakers: In the case of equal seniority, the following steps will be followed in order until the tie is broken.

“Seniority” applies only to Tier 3 and Tier 4 qualified teachers.

Step A. Years of service in teaching in the District.

Step B. Total number of assignable teaching licensure areas, discounting any licensure area not in the current School District curriculum (such as Latin or Greek) on his/her Minnesota Teaching License.

Step C. Total graduate level credits beyond a bachelor’s degree

Step D. If there is still a tie, then the lowest file folder number registered with PELSB.

Subd. 12. Benefits while on leave. Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district’s group insurance programs at their own expense for the duration of their reinstatement period.

Subd. 13 Employment rights during leave: A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

Subd. 14. Continuing contract rights and service credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Subd. 15. Unemployment benefits while on ULA: Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Subd. 16. Terminations: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

Section 11. Filing Licenses and Preparation of Seniority Lists

Subd.1. Filing of licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent’s office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A licensed filed after January 1 will be considered for purposes of recall, but not for layoff.

Subd. 2. Preparation and posting of seniority and licensure lists: By January 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

Subd. 3. Request for change: Any teacher with a correction or omission with the seniority and licensure list shall have twenty business days from the date of posting to provide a written request for a change to the seniority and licensure list.

Subd. 4.Final list: Within ten business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

Section 12.Vacancies and posting process: Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site.

Subd. 1.Posting: The posting shall be made in each building, with a copy to the Union.

Subd. 2.Dates: Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 3.Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

1. make written application prior to the expiration date of the notice, and;
2. possess a valid license to teach in the subject area or grade level that requires such licensure.

Subd. 5:Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

Section 16. Sabbatical Leave: Sabbatical leave may be granted at the discretion of the School District. A Teacher who returns from sabbatical leave within the provisions of this section shall retain all previous experience credit, seniority, and any unused leave time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The Teacher shall not accrue additional experience credit or leave time during the period of absence for sabbatical leave. Sabbatical leave represents an unpaid leave.

Section 17. Worker's Compensation

Subd. 1. Pursuant to MS 176, a Teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District. The Teacher's salary will be reduced by an amount equal to the insurance payments. Only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 18. Extended Leave of Absence: The School District may grant an extended leave of absence as provided by MS 122A.46.

Article XII Hours of Service

Section 1. Basic Day: The specific hours at any building may vary according to the need of the educational programs of the School District. The Teacher's duty day will be 7:30 A.M - 4:30 P.M. Teachers must receive prior approval at least one day in advance from the respective building principal or administrative designee if they are planning to arrive late or leave early. Teachers shall have a duty-free lunch period of at least 25 minutes. Each Teacher shall receive a minimum of 200 minutes per typical week of preparation time with a minimum of two (2) uninterrupted 25 minute periods in a normal basic student day. Prep time is non-student contact time occurring after the start of the 1st period of the day and before the end of the last period of the day, not including lunch.

Section 2. Assignment of Extra-Curricular Duties: The School District or its designated representatives may assign the Teacher to extra-curricular, co-curricular or other assignments subject to established compensation for such services. An assignment shall not be made without agreement of the Teacher except where no qualified person on staff is willing to assume the assignment. In such case, the assignment shall be on a year-to-year basis by letter of assignment until a qualified person is available to accept the assignment.

Section 3. Duties Between Communities: Teachers having teaching assignments involving travel between communities will be reimbursed \$30.00/day if travel between communities occurs during prep time as defined by Article X, Section 1.

Section 4. Travel Between Schools: A Teacher having an assignment involving travel between schools within the School District using his/her own vehicle will be reimbursed at the allowable federal business mileage rate.

Section 5. Supervision During Teacher Lunch Hour. Teachers who supervise during their lunch period will be paid at a rate of \$13.00 per lunch period.

Article XIII Length of the School Year

Section 1. Teacher Duty Days: Pursuant to MS 120A.40, the School District shall, prior to April 1 each school year, establish the number of school days and Teacher duty days for the next school year, and the Teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and,

pursuant to such authority has been determined to conduct school. The school year 2019-2020 shall consist of 159.4 duty days, and for the 2020-21 school year shall consist of 159.4 duty days.

Section 2. Modification of Calendar, Length of School Day: In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the Teacher shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any. The Teachers will be consulted when establishing or changing the school calendar.

Section 3. E-Learning Language: Teachers must fulfill their contracted days. As such, e-Learning is an opportunity for the district to meet the requirements of hours in a year of student instruction and at the same time allow teachers to meet their contractual requirements for days. Since MACCRAY will offer e-Learning days effective in the 19/20 school year the following are the expectations for the teachers to make up the weather days up to 5 (five) days.

1. Teachers will be available by email or phone to students during the regular school hours to assist students in their learning.
2. Teachers will have lessons prepared that are both paper/pencil and broadband based to meet the needs of all students.
3. If a student needs paper/pencil work it will be provided in advance (if possible) and if not possible, accommodations will be made that students have 2 (two) days after returning to school to turn in the work .
4. Lessons must be of enrichment or reinforcement in nature and not new learning or final assessments.
5. Attendance must be taken for the classes in the case of high school teachers and for the day in the case of elementary teachers.
6. If a child cannot complete the work due to attendance in a daycare or having to attend to a younger sibling, the child shall not be negatively impacted. They will have 2 (two) days after returning to school to turn in the work.
7. Accommodations will be made and IEP's will reflect the needs of special education students.

Article XIV Inter-School District Sharing

Section 1. Inter-School District Sharing Agreement: The exclusive representative recognizes School District rights to enter into sharing agreements with other school districts, and the School District recognizes the exclusive representative's right to negotiate the terms and conditions of employment for those Teachers affected by such a sharing agreement. The School District agrees to actively involve the exclusive representative in the planning stages of the potential agreement.

Article XV Teacher Retirement

Section 1. 403(b) Plan:

~~The School District shall set up a 403B retirement savings plan beginning in the school year 2000-2001.~~ The School District shall match contributions made by the Teacher into the plan up to the limits set in the following schedule:

<u>Years of service in the School District</u>	<u>2019-2021 Dollar Limit</u>
0-4	\$600
5-9	\$816
10-14	\$1008
15-19	\$1200
20+	\$1800

Article XVI Interactive Television (ITV)

Section 1. Interactive Television Policy: The interactive television language policy as developed in cooperation with the Little Crow Telemedia Network is the governing language for interactive television with the exceptions as outlined in section 2, of this article.

Section 2. Instructor Policies:

Subd. 1. Teachers teaching on the ITV system will have the authority to erase any video tape made of their televised instruction. Video tapes made for the purpose of student makeup work or other purposes can be used by mutual agreement of the Teacher & the School Dist.

Subd. 2. Teacher evaluation shall require the physical presence of the evaluator in the host site classroom.

Subd. 3. ITV Teacher shall not be held liable for the behavior of students at any remote site.

Section 3. Compensation For Teaching ITV Classes: Teachers who teach ITV Classes will be paid a weighted ratio of 1.25 for up to three (3) periods of ITV class that have two (2) or more schools during a given period.

Section 4. Class Size: Class size shall not exceed:

- 1-2 – Schools = 30 Students
- 3 – Schools = 25 Students
- 4 – Schools = 20 Students

Article XVII Exchange Teachers

Section 1. Definition: A person holding a license and contract to teach in a Minnesota Public School and assigned by the School District to teach elsewhere is an exchange Teacher.

Section 2. Teacher Benefits: The exchange Teacher shall retain all rights and benefits of the School District as though teaching exclusively in the School District.

Section 3. Extra-Curricular Assignments: Teachers on an exchange assignment shall not be required to accept an extracurricular or co-curricular assignment outside the School District, unless the assignment is being co-sponsored by the School District.

Section 4. Calendar Variations and School Closings: Teachers on an exchange assignment will be responsible to report for duty on the days the school to whom he/she is under contract is in session.

Section 5. Travel: Teachers on exchange assignments who drives his/her own vehicle will be reimbursed at the allowable federal business mileage rate. The exchange Teacher will not be responsible for transporting any students on a daily basis.

Section 6. Lunch and Preparation Time: Any Teacher on an exchange assignment will have a travel free/duty free lunch period of an equal length to the lunch period of the School District. Any Teacher on an exchange assignment should be provided with a travel-free preparation period / day. Teachers assigned outside the School District, however, will be reimbursed **\$30.00** per day if prep time is lost.

Section 7. Work Space: Teachers on exchange assignment will be provided individual storage space for instructional materials.

Section 8. Personnel Files: The School District will be responsible for the maintenance of the personnel file for any Teacher assigned to another school district. No material emanating from the other school district shall be placed in the Teacher's personnel file without prior notification given to the Teacher.

Article XVIII Job Sharing

Section 1. Definition: When two Teachers share one position, it shall be considered job sharing.

Section 2. Job Sharing Benefits: For the purpose of this Agreement, a job share Teacher shall be considered a part-time Teacher except as follows: compensation for the Teachers shall not exceed the prorated portion of each Teacher's contract.

Section 3. Initializing a Job Share Position: Teachers wishing to job share are to notify the Superintendent by March 1 of the preceding year. In order for the application to be approved, the requests are to be made by two Teachers who are currently employed as Teachers. The School District or its representative shall have final approval of job sharing positions.

Section 4. Termination of Job Share Position:

Subd. 1. The job share Teachers are to notify the Superintendent of their desire to terminate the job share position by March 1 of the preceding year.

Subd. 2. Upon evaluation the Superintendent may recommend discontinuance of the job share teaching position by April 1 of the preceding year.

Article XIX Grievance Procedure

Grievance procedure

Section 1. Grievance Definition: A "grievance" will mean an allegation by the exclusive representative or a Teacher resulting in a dispute or disagreement between the Teacher/association and the School District as to the interpretation or application of terms and condition contained in the Agreement.

Section 2. Representative: The Teacher/association, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in this behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure will refer to working days. A working day is defined as all Teacher duty days. During the summer break period, a working day is defined as any weekday not designated as a holiday by the School District.

Subd. 3. 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 of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, or a Sunday, a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein will be considered timely if it is personally served within the time period or if it bears a certified postmark of the U.S. Postal Service within the time period.

Subd. 5. Decisions: All decisions rendered, with the exception of decisions rendered at Level I of this grievance procedure, will be in writing setting forth the decisions and will be transmitted to all parties of interest and to the Union

Section 4. Time Limitation and Waiver: Grievances will not be valid unless the grievance is submitted in writing to the Teacher's immediate supervisor (principal or athletic director) setting forth the facts & the specific provision of the Agreement allegedly violated & the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such a period will be deemed a waiver thereof. Failure to appeal a grievance from 1 level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall be made to resolve an alleged grievance informally between the Teacher & the Teacher's immediate supervisor.

Section 5. Resolution of Grievance: Any written grievance submitted will be with the consent of the Union. A teacher filing a written grievance without the consent of the Union will bear all costs of the grievance. Any decision on any grievance at any level without the presence of the Union will have no bearing on this Agreement nor will it set any precedent on this Agreement, or on any future grievance so filed with the consent of the Union. The School Board, the teacher, and the Union representative will attempt to adjust grievances that may arise during the course of employment of any teacher within the School District in the following manner.

Subd. 1. Informal Discussions: Before a written grievance is submitted, informal discussions will take place between the aggrieved party, the principal or supervisor and the Union representative. Through these discussions the parties will attempt to resolve the problem.

Subd. 2 – 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 receipt of written grievance.

Subd. 3 – Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such an appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 4 – Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School District, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within fifteen days after the meeting, the School District will issue its decision in writing to the parties involved. At the option of the School District, a committee or representative of the board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School District. The School District will then render its decision.

Section 6. School District Review: The School District reserves the right to review any decision issued under Level I or Level II of this 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 this section, the School District reserves the right to reserve or modify such decision.

Section 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 Teacher or exclusive representative may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the Teacher or exclusive representative and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. 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 III of the grievance procedure.

Subd. 2. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties will, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either

party may request, within twenty (20) days, a list of five neutral arbitrators from the Bureau of Mediation Services. The request will ask that the appointment be made within thirty (30) days after receipt of the request. Failure to agree upon the arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein will constitute a waiver of the grievance.

Subd. 3. Hearing: The grievance will be heard by a single arbitrator, & both parties may be represented by such person or persons as they may choose and designate, and the parties will 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 will be a hearing de novo. (De novo means: afresh, anew. Considering the matter anew, the same as if it had not been heard before and as if no decisions previously had been rendered.)

Subd. 4. Decision: The decision by the arbitrator shall be rendered within a time scheduled mutually agreed to. Decisions by the arbitrator in cases properly before him/her will be final and binding upon the parties.

Subd. 5. Expense: Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties will 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.

Subd. 6. Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this Agreement; nor will 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; nor will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator will give due consideration to the statutory rights and obligations of the School Board to manage efficiently and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 7 Duplication: A party shall not institute a grievance action & a court action at the same time on the same action.

Section 9. General:

Subd. 1. Reprisals: No reprisals of any kind will be taken by the School Board or by any member of the administration against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

Subd. 2. Teacher Rights: Nothing herein will be construed to limit, impair or affect the right of any teacher, or group of teachers, as provided in state statutes.

Article XX Staff Development

Section 1. Committee Selection: The exclusive representative will be consulted in establishing the MACCRAY Staff Development Committee.

Section 2. Training Reimbursement: All expenses incurred for staff development training which is requested by the School District shall be paid by the School District. When the training is required by the School District, Teachers will be paid at a rate of **\$30.00** per hour for training incurred during non-contract days and at a rate of **\$30.00** per hour for evening training commencing 6:00 p.m. or later. Payment will be made only for the scheduled hours of training.

Section 3. Compensation for Professional Service: Teachers who are presenting staff development training shall be paid at **\$30.00** per hour for preparation and **\$30.00** per hour per presentation. All preparations and presentation time shall be pre-approved by the staff development leader. Presentations which are part of required/normal job duties are excluded from professional service pay.

Section 4. Peer Review: Before any peer review is implemented in the School District, the criteria and procedure shall be by mutual agreement between the School District and the exclusive representative. Peer review shall include peer mentoring for probationary Teachers and peer coaching for tenured Teachers.

Subd. 1. Definitions: For the purpose of this Agreement, reviewer is a Teacher who is reviewing another. The reviewee is a Teacher being reviewed by another Teacher. Consult (from the State Law) shall be defined as; the reviewer shall state yes or no as to whether a peer review was completed. No judgments or opinions of a probationary or tenured Teacher shall be made by a reviewer to any administrator. The reviewer shall not use the reviewer's narrative in opposition to a disciplinary action taken by the School District.

Section 5. Mentoring: Teachers who serve as a mentor teacher facilitating first or second year teacher (as needed), The mentoring teacher shall provide the principal with a compilation of activities and growth with the mentee and a claim form on or before June 5. The compilation of activities and growth must be approved by the building principal. Once approved, and in a June payroll, the mentor teacher shall receive a one time stipend of \$500. Mentor/Mentee pairing will be selected through principal/teacher decision making. Grade level and department will be considered in the pairing. This shall not be evaluative in nature.

Article XXI Duration

Section 1. Terms and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing upon the date of its execution through **June 30, 2021**, and thereafter until modifications are made. If the exclusive representative desires to modify or amend this Agreement commencing on **July 1, 2019**, it will give written notice of such intent no later than **April 30, 2021**.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matter relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstance is held invalid, it shall not effect any other provision of the Agreement or the application of any provision thereof.

Article XXII Extra-Curricular

Section 1. Schedule of Salary Payments;

Subd. 1. Extra Curricular Duties with Two Pay Periods: The first period for extra curricular duties shall be as follows:

Cross Country, Football, Girls Tennis Volleyball	½ Paid – September 15
BBB, GBB, Wrestling Cheerleader/Danceline/Comp. squad	½ Paid – December 15
Baseball, Golf, Track, Softball, Boys Tennis	½ paid – April 15

Subd. 2. Final Payment for all Extra Curricular Activities: The final payment for all extra-curricular activities will be paid after the end of the session or activity provided all assigned duties relative to the activity are completed and approved by the Activities Director. This will include extra-curricular assignments with one or two payments.

Subd. 3. Extra Curricular Duties with One Payment: JH Athletics, Academic Decathlon Advisor, Business Professionals of Am. Advisor, Class Advisors, Debate, Junior High Play, Knowledge Bowl, Letter Club, Math League, Mock Trial, 1 Act Play, Pep Band, Photo Club, Prom Advisor, Speech, Spelling Bee. 3 Act Play/Musical Advisors

Subd. 4 Extra-curricular Sick Leave: Pay for extra-curricular duties may be deducted on a pro-rata basis from a Teacher's extra-curricular contract, if the Teacher has an extended absence from duty (defined as missing six (6) or more consecutive duty assignments) and a substitute is hired. Deductions shall begin on the seventh day of the extended absence.

Article XXIII Teacher on Special Assignment (TOSA):

Section 1. Definition: The term "Teacher On Special Assignment" (TOSA) will be used to describe the reassignment of a currently employed teacher or the hiring of a licensed teacher applicant into a non-classroom assignment. Special assignment positions may exist in order to provide leadership or coordination for an educational program of the District. The District will require a current Minnesota teaching license in order to be employed under a TOSA agreement. Teachers in a TOSA position may be required to substitute, model or co-teach as needed by the District.

Section 2. Posting: The District will post TOSA positions on the District website and notify staff by email five (5) work days during the school year and at least fourteen (14) calendar days when school is not in session before closing the position.

Section 3: Assignment. The District shall have the sole authority to determine what teachers are hired for the TOSA positions.

Section 4: Compensation. A TOSA under this section shall continue to receive all compensations, fringe benefits and other contractual benefits. Due to the nature of the special assignment, additional time and/or compensation may be required at the staff development rate.

Section 5: Seniority. A TOSA shall continue to earn experience credit (seniority) as if he/she were regularly employed as a teacher in the District.

Section 6: Reinstatement. An individual returning to their teaching duty from a TOSA under this section shall be reinstated to the teaching assignment he/she held prior to the special assignment, unless that position is no longer available. In that case, the teacher will be reassigned to a comparable position consistent with the teacher’s licensure unless he/she was previously discharged or placed on unrequested leave of absence.

Article XXIV Meet and confer

The District has the obligation to meet and confer with staff to discuss policies and those matters relating to their employment not explicitly referenced in the master agreement. The District shall provide the facilities and set the time for such conferences to take place, and the meetings shall be held on the first Monday of each month. The agenda will be prepared and distributed one (1) week in advance by the Superintendent, and will include all items submitted by the Union. The agenda shall also include all items submitted by the District.

The District shall not meet and negotiate or meet and confer with any staff member or group of staff members who are at the time designated as a member or part of an appropriate bargaining unit except through the Union.

Article XXV Retirement Pay

Section 1. Terms: Teachers who have completed at least 15 years of allowable service with the School District and who are at least fifty-five (55) years of age shall be eligible for retirement pay pursuant to the provisions of this article upon submission of a written resignation accepted by the school district.

Section 2. Accumulated Sick Leave: Eligible teachers, upon retirement, shall receive pay in the amount obtained by multiplying ten percent (10%) of the unused number of sick leave days, but in no event to exceed one hundred (100) days (850 hours), times the teacher’s daily rate of pay in effect on the first date of the school year they retire.

Section 3. Exclusions: In applying these provisions, a teacher’s daily rate of pay shall be the basic daily rate in effect on the first date of eligibility pursuant to Section 1 as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

Section 4. Payment: 100% into the retiring teacher’s MSRS Post-Employment Health Care Savings Plan Account.

Section 5. Payment to Beneficiary: If a teacher dies before all or a portion of the retirement pay has been disbursed, the unpaid balance shall be paid to a named beneficiary or, in the event no beneficiary has been designated, to the estate of the deceased.

Section 6. Part-time Teachers: Part-time teachers shall receive retirement pay on a prorated basis. Example: If a teacher is 80% time then they are entitled to 80% of their accumulated sick leave with a maximum of 80 days at the same ten percent (10%) rate as full time teachers (see Section 2).

Section 7. Teachers hired before July 1, 1989, will receive an additional \$200 per year of service in their MSRS Post-Employment Health Care Savings Plan Account.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Signature for:

Signatures for:

MACCRAY Education Association

ISD #2180 – MACCRAY Public Schools

Chief Negotiator Date

Chief Negotiator Date

President Date

Chairperson Date

Secretary Date

Clerk Date



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2019 – JUNE 30, 2021**

**PARAPROFESSIONALS
ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and the Instructional Assistants, hereinafter referred to as the Paraprofessionals, who agrees to perform the duties as Paraprofessionals for the School District.

**ARTICLE II
DUTIES**

The Paraprofessionals shall perform administrative support work assisting classroom teachers with the preparation and setting up of classroom and learning materials, and related work as apparent or assigned by the School District and shall serve under the direction of the Special Education Teacher, Special Education Coordinator, Principal and Superintendent. The Paraprofessionals shall perform all duties incident to the position of Paraprofessional and such other duties as may be prescribed by the Special Education Teacher, Special Education Coordinator, Principal and Superintendent, and School Board from time to time. The Paraprofessionals shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The PARAPROFESSIONALS recognize 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, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The PARAPROFESSIONALS recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The PARAPROFESSIONALS recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The PARAPROFESSIONALS also recognize the right of the DISTRICT or its' duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Week: The Paraprofessionals weekly hours for July 1, 2019 through June 30, 2021 shall be 32-40 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The Paraprofessionals shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

Subd. 1, Paraprofessionals will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Subd. 2, The DISTRICT reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. Employees called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. Employees should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

All employees will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. School Closing:

In the event that school is officially closed prior to the Paraprofessionals starting time, and the Paraprofessional is not required to report to work by his/her immediate supervisor, he/she will receive no compensation for that day. Should school be officially closed after the Paraprofessional's regular starting time and the Paraprofessional has reported to work or school is delayed he/she will be compensated for his/her regular full day's work.

Section 4. Sick Leave: The Paraprofessionals shall earn paid sick leave at the rate of nine (9) days per year (72 hrs) and earned sick leave may accumulate to a maximum of sixty three (63) days (504 hrs).

Subd. 1, The DISTRICT may require a Paraprofessional to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Paraprofessional will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave days earned by the Paraprofessional.

Subd. 3: In the case of illness in the Paraprofessional's immediate family, sick leave may be used as in the case of the Paraprofessional's personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the Paraprofessional or other significant personal relationship.

Section 5. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1, The Paraprofessionals shall be granted one (1) day of personal leave each year with no loss of pay, accumulative to two (2) days, for situations that arise requiring the Paraprofessional's personal attention which can-not be attended to when school is not in session.

Subd. 2, Paraprofessionals shall be granted one (1) day of sick leave to use as an additional personal day upon notification by the Paraprofessional. Paraprofessionals may request this one (1) additional personal day from their accumulated sick leave once the accumulated personal leave has been used.

Section 6. Child Care Leave:

Child care leave without pay may be granted upon a written request by the Paraprofessional with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the Paraprofessional shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 7. Extended Leave:

A Paraprofessional may be granted an extended leave without pay for a period of time mutually agreed upon. The Paraprofessional may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 8. Holiday and Vacation:

Subd. 1, The Paraprofessionals shall receive the following paid holidays:

Thanksgiving, Christmas Day, New Year's Eve, and **Good Friday.**

Section 9. Bereavement:

Subd. 1, The Paraprofessionals will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship per crisis. Additional time requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 10. Jury Service:

A Paraprofessional who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 11. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 12. Professional Leave:

The Paraprofessionals will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Eligibility:

The District's Health Insurance is available to any Paraprofessional working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment (\$0).

**ARTICLE VII
COMPENSATION**

Section 1. Hourly Wage and Overtime:

Subd. 1. The Base hourly wage for new Paraprofessionals hired from July 1, 2019 through June 30, 2020 will be \$13.50/hour and \$13.75/hour from July 1, 2020 through June 30, 2021. The Paraprofessionals shall be paid an hourly wage increase of \$0.75/hour from July 1, 2019 through June 30, 2020 and \$0.50/hour from July 1, 2020 through June 30, 2021. In addition to the base salary, overtime will be allowed with advance permission from the Building Principal or Superintendent of Schools.

SECTION 2. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Highly Qualified:

Subd. 1. Paraprofessionals working in school-wide Title 1 schools, including paraprofessionals supporting students receiving special education services in those schools, must meet the requirements to be highly qualified. Paraprofessionals that are hired without this designation must complete the requirements within 6 months from the date of hire. Paraprofessionals who are currently employed as a Paraprofessional will have six (6) months from the date of ratification of the Terms and Conditions of Employment to complete the requirements.

Section 2. Supervision:

Subd. 1. Paraprofessionals may be assigned to supervise playground, cafeteria, bus loading zones, and classrooms. Paraprofessionals will be compensated at their regular rate of pay for all hours worked.

Section 3. District Sites:

Subd. 1, Paraprofessionals may be assigned to any of the schools within the District at any time as determined by administration.

Section 4. Type III Transportation:

Subd. 1, Paraprofessionals hired after May 31, 2015 may be required to transport students using school vehicles. **Paraprofessionals must complete the Type III Driver Training.** Paraprofessionals will be compensated at their regular rate of pay for all hours worked.

Section 5. E-Learning Days

Subd. 1. Paraprofessionals will have the opportunity to complete preplanned school related work on E-Learning Days.

**ARTICLE VIII
DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION
DURING THE TERM,
AND MUTUAL CONSENT**

Section 1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2019, and end on June 30, 2021. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Paraprofessionals or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Paraprofessionals:

The Paraprofessionals shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the Paraprofessionals as to the School Board's intent to enter into a new Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Paraprofessionals shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the Paraprofessionals employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the Paraprofessionals or until the School Board provides fifteen (15) calendar days of written notice of the termination of a Paraprofessionals employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the Paraprofessionals for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the Paraprofessional and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a Paraprofessional during the term of the Terms and Conditions of Employment for cause it shall notify the Paraprofessional in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a Paraprofessional.

**ARTICLE IX
SEVERABILITY**

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 ____ day of _____, 2019.

IN WITNESS WHEREOF, we have subscribed
our signatures this ____ day of _____, 2019.

Instructional Assistant

School Board Chair

School Board Clerk

