# MACCRAY ISD 2180 

# Clara City, MN 56222 <br> High School Media Center <br> Monday, Oct. 14, 2019 <br> 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 (Sept. 9 and Oct. 2)
5.2 Approve payment of bills and financial report.
5.3 Approve A. Ross and J. Gronseth as Musical Directors.
6.0 Communication Report
6.1 Administrative Reports
6.1.1 Denise Smith, Community Education
6.1.2 Jim Trulock, Activities Director
6.1.3 Judd Wheatley, Elementary Principal
6.1.4 Melissa Sparks, High School Principal
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 Approve the Truth in Taxation Public Meeting on Monday, Dec 9, 2019 at 6PM in the HS Media Center
8.2 Approve the second and final reading of Policy 414 - Mandated Reporting.
8.3 Approve the second and final reading of Policy 419 - Tobacco-Free Environment.
8.4 Approve the first reading of Policy 532 - Use of Peace Officers and Crisis Teams to Remove Students with IEP's From School Grounds.
8.5 Approve the first reading of Policy 516 - Student Medication.
8.6 Approve the Tiny House/Fish House Class agreement with ISD 2190 (Yellow Medicine East Schools).
9.0 Upcoming Meetings
10.0 Adjournment

# Minutes of the Board of Education Independent School District \#2180 <br> Regular Meeting \#3 <br> Sept. 9, 2019, 6:00 PM <br> High School Media Center 

Members Present: Tate Mueller, Carmel Thein, Julie Alsum, Scott Ruiter, Lane Schwitters
Others Present: Sherri Broderius, Superintendent; Melissa Sparks, HS Principal, Judd Wheatley, Elem.
Principal, Denise Smith, Comm. Ed. Director, Kim Sandry, Business Manager; Sam Peterson, Herald.
Chair Lane Schwitters called the meeting to order at 6:00 pm.
Pledge of Allegiance
Motion by Thein, second by Mueller, to approve the agenda as presented. Motion carried by unanimous vote.

Public comment: None.

## Approval of Consent Agenda:

Motion by Thein, second by Mueller, to approve the consent agenda.
Motion carried by unanimous vote.
Adoption of Minutes
Approve payment of bills and financial report.
Approve Employment Agreement with Tech Admin Assistant - K. Hess
Approve Employment Agreement with Paraprofessional - A. DuHoux.
Approve Employment Agreement with Paraprofessional - I. Boike
Approve Teacher Contract - J. Hultgren
Approve Teacher Contract - C. Krizan
Approve Employment Agreement with Paraprofessional - H. Rethlake
Approve Employment Agreement with Paraprofessional - A. Fragodt
Approve Maternity Leave - B. Cook

## Communications Reports:

Mrs. Smith: Community Ed/Summer Rec. number of participants.
Mr. Trulock: none.
Mr. Wheatley: Workshops, class sizes, etc.
Mrs. Sparks: World's Best Workforce Summary and Achievement and Integration Progress Report.
Ms. Broderius: Referendum update, beginning of school news, MDE Review and Comment.

## Committee Report:

## Discussion Items:

Business Items:
Motion by Ruiter, second by Thein, to approve first reading of Policy 414 - Mandated Reporting. Motion carried by unanimous vote.

Motion by Ruiter, second by Alsum, to approve the first reading of Policy 419 - Tobacco-Free Environment. Motion carried by unanimous vote.

Motion by Alsum, second by Thein, to adopt the Resolution Establishing an Absentee Ballot Board of Kim Sandry, Cathy Schueler, Nicole Kray Niemeyer, Jon Clauson, and Michelle May.

In favor: Ruiter, Schwitters, Thein, Mueller, Alsum
Opposed: none
Resolution passed and adopted.

Motion by Thein, second by Ruiter, to approve a Special Meeting Wednesday, Oct. 2, at 7am to approve Resolution Appointing Election Judges for the November 5, 2019 School District Special Election. Motion carried by unanimous vote.

Motion by Mueller, second by Alsum, to approve moving the Monday, Nov. 11 meeting to Tuesday, Nov. 12 due to Veterans Day. Motion carried by unanimous vote.

Motion by by Ruiter, second by Mueller, to approve the 2018-2019 Combined World's Best Workforce Summary and Achievement and Integration Progress Report. Motion carried by unanimous vote.

Motion by Ruiter, second by Thein, to approve the proposed Property Tax Levy for 19 Pay 20 at the maximum amount. Motion carried by unanimous vote.

Motion by Alsum, second by Thein, to approve the MACCRAY Student Handbook. Motion carried by unanimous vote.

Motion by Mueller, second by Ruiter, to approve hiring of Jon Clauson at $\$ 30 /$ hour to oversee/assist with the Absentee/Early Voting. Motion carried by unanimous vote.

## Meetings and Workshops:

Community Meeting, Tues. Sept. 10, West Elementary Media Center, 6pm.
Community Meeting, Mon. Sept. 16, High School Media Center, 6pm.
Community Meeting, Tues. Sept. 17, East Elementary Media Center, 6pm.
Special Board Meeting, Wednesday, Oct. 2, HS Office, 7am.
Regular Board Meeting, Monday, Oct. 14, 6PM, HS Media Center.
Regular Board Meeting, Tuesday, Nov. 12, HS Media Center, 6pm.

## Adjournment of Meeting

Motion by Ruiter, second by Mueller, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 6:59 pm.

Respectfully submitted,
Julie Alsum, Clerk
Kim Sandry, Business Manager

# Minutes of the Board of Education <br> Independent School District \#2180 <br> Special Meeting <br> Oct. 2, 2019, 7:00 AM <br> High School Office 

Members Present: Tate Mueller, Carmel Thein, Julie Alsum, Scott Ruiter, Lane Schwitters Others Present: Sherri Broderius, Superintendent.

Chair Lane Schwitters called the meeting to order at 7:00 am. Pledge of Allegiance

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

Business items

## RESOLUTION APPOINTING ELECTION JUDGES <br> FOR THE NOVEMBER 5, 2019

## SCHOOL DISTRICT SPECIAL ELECTION

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

1. The individuals specified on EXHIBIT A attached hereto, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the school district's general election on November 5, 2019 to act as such at the polling places listed on said exhibit.
2. 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.

The motion for the adoption of the foregoing resolution by Thein, was duly seconded by Alsum. On a roll call vote, the following voted in favor: Thein, Alsum, Mueller, Ruiter, Schwitters and the following voted against: None

Resolution is passed and adopted.
Motion by Thein, second by Ruiter, to adjourn meeting. Motion carried by unanimous vote. Meeting adjourned at 7:18am.

Respectfully submitted, Julie Alsum, Clerk
Kim Sandry, Business Manager

# POLLING PLACE OR COMBINED POLLING PLACE and ELECTION JUDGES 

MACCRAY West Elementary Cafeteria

Nancy Pierskalla<br>Linda Docken<br>Susan Thompson<br>Nicci Strassburg, Head Judge<br>MACCRAY East Elementary Cafeteria<br>Darwin Heida<br>Mike Boelter<br>Daryl Anderson<br>Janice Piechowski, Head Judge<br>MACCRAY High School Cafeteria<br>Chris Volz<br>Cindy DeGrote<br>Roger Knapper<br>Faye Kidrowski<br>Sandi Gunter<br>Carol Thomton<br>Julie Aalfs, Head Judge<br>Ann Jaenisch, Head Judge<br>Judy Gosseling, Head Judge<br>Health Care Facility Judges:<br>Julie Aalfs<br>Ann Jaenisch<br>Judy Gossling

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## INVESTMENTS OUTSTANDING

June 30, 2019
MSDMAX Fund - MSDLAF
MSDMAX Fund Balance as of June 30, 2019
Interest - July 31, 2019
\$2,231.77
Interest - Aug. 31, 2019
\$4.29
Interest - Sept. 30, 2019
\$4.15
BALANCE
LIQUID ASSET FUND
Money Market Balance as of June 30, $2019 \quad \$ 1,520.25$
Interest - July 31, $2019 \quad \$ 2.80$
Interest - Aug. 31, $2019 \quad \$ 2.70$
Interest - Sept. 30, $2019 \quad \$ 2.53$
BALANCE
\$1,528.28

## Heritage Bank N.A. (Savings)

Balance on June 30, 2019
\$45,674.52
Interest - July 31, 2019 \$39.23
Interest - Aug. 31, $2019 \quad \$ 35.69$
Interest - Sept. 30, 2019 \$36.91
BALANCE
$\mathbf{\$ 4 5 , 7 8 6 . 3 5}$

## Citizens Alliance Bank Special Money Market Savings

Balance as of June 30, 2019
\$2,298,647.16
Interest - July 31, 2019 (Transfer \$400,000 in) \$2,225.26
Interest - Aug. 31, 2019
\$1775.92
Interest - Sept. 30, 2019
\$1836.32
BALANCE

MACCRAY Schools Enrollment 19-20

|  | June <br> $\mathbf{1 8 - 1 9}$ | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | EOY |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Pre-K | 92 | 73 | 71 |  |  |  |  |  |  |  |  |
| K | 60 | 69 | 69 |  |  |  |  |  |  |  |  |
| 1 | 75 | 59 | 59 |  |  |  |  |  |  |  |  |
| 2 | 69 | 72 | 72 |  |  |  |  |  |  |  |  |
| 3 | 45 | 69 | 70 |  |  |  |  |  |  |  |  |
| 4 | 56 | 46 | 46 |  |  |  |  |  |  |  |  |
| 5 | 56 | 57 | 57 |  |  |  |  |  |  |  |  |
| 6 | 58 | 56 | 56 |  |  |  |  |  |  |  |  |
| א-6 Subtota | 419 | 428 | 429 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| eK-6 Subto | 511 | 501 | 500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7 | 64 | 58 | 59 |  |  |  |  |  |  |  |  |
| 8 | 59 | 63 | 62 |  |  |  |  |  |  |  |  |
| 9 | 60 | 57 | 56 |  |  |  |  |  |  |  |  |
| 10 | 49 | 60 | 59 |  |  |  |  |  |  |  |  |
| 11 | 37 | 49 | 49 |  |  |  |  |  |  |  |  |
| 12 | 29 | 39 | 38 |  |  |  |  |  |  |  |  |
| Subtotal | 298 | 326 | 323 | 0 | 0 | 0 | 0 | 0 | 92 | 0 | 0 |
| K-12 Total | 717 | 754 | 752 | 0 | 0 | 0 | 0 | 0 | 92 | 0 | 0 |
| P-12 Total | 809 | 827 | 823 | 0 | 0 | 0 | 0 | 0 | 92 | 0 | 0 |

# Board Report <br> MACCRAY East and West Elementary Schools 

## October 14, 2019

- Student Support:
- Both Elementary sites have been working with Chad, from Safe Routes to School. He has observed both locations traffic flow, and we will continue working with him to provide any necessary access and information he needs.
- Mrs. Sparks and I took two students to the Pact For Families meeting, in September. We provided an overview of the process that MACCRAY has been following for our trauma informed PD that has been started in the district. There were approximately 40+ individuals who were in attendance to hear our story.
- While a bit cold, the Homecoming Ag Day was a success. A big thank you to Ben Johnson for setting it up!
- A big thank you to those who participated in our Fire Safety and Bus safety days!
- We are working with Nurse Mica to be proactive about the dangers of e-cigarettes/vaping. At the elementary level we will be including it in our character education.
- Staff Support:
- Conferences were a great success. I want to thank the PTO and staff groups who provided food for the staff on the long days.
- We had Learning Sciences International return for our PD day on 10/7. It was another rigorous day for the teachers, but the dividends were terrific, as we saw some of the hard work the next day when a group of five (me, our LSI instructor Andrea, and three teachers) toured six classrooms and provided feedback.
- Upcoming:
- 10/22 - Young Artists Conference
- 10/29 and 30 - Vision and Hearing screening
- 11/1- Q1 PRIDE Assembly
- 11/4-Q2 begins!

Respectfully Submitted,

Judd K. Wheatley

Elementary Principal

## MACCRAY High School Board Report



Submitted by: Melissa Sparks
October 2019

Our 18-19 goal was to have at least $83 \%$ of preschool students meet or exceed the benchmarks as indicated on the TS Gold and Creative Classroom assessments for Language, Mathematics and Social Emotional Learning.

2018-2019 TS Gold Results for 4 Year Old Preschool: Goal Met

|  | Fall <br> (Below/Meets/Exceeds) | Spring <br> (Below/Meets/Exceeds) | Total \% meeting or <br> exceeding by the end of <br> the 2018-2019 school year |
| :--- | :---: | :---: | :---: |
| Language | $31.5 \% / 68.5 \% / 0 \%$ | $5.6 \% / 55.6 \% / 38.9 \%$ | $94.5 \%$ |
| Math | $61.1 \% / 38.9 \% / 0 \%$ | $5.6 \% / 57.4 \% / 37 \%$ | $94.4 \%$ |
| SEL | $66.7 \% / 33.3 \% / 0 \%$ | $9.3 \% / 64.8 \% / 25.9 \%$ | $90.7 \%$ |

The ACT Profile Report will be delivered to district on October 16th. That data will be available to the board at the November board meeting. Preliminary, unofficial results show a slight increase in our scores.

A Homework study is being conducted during the 2019-2020 school year. Data collected is from the "M" list. Homework is being categorized into the following categories: practice, preparation, extension, project, worksheet, and busy work. We will use the data from the current school year to discuss our homework practices and determine if/what changes will be made for the 2020-2021 school year.

Mid-term parent teacher conferences: 81\%

- Homecoming was outstanding!
- Our Ag Day was a huge success!
- Opportunity Time
- WOW Awards
- Inservice


## September \& October 2019 Activities Director Report

1. Fall sports participation numbers. (See page 2)
2. Please approve the hiring of the Musical Directors, Aubrey Ross \& Joel Gronseth.
3. Here are the dates of the upcoming tournaments.

- Volleyball North vs South Game: MACCRAY won the North and will play at Minneota, Monday, October 14. (tonight)
- Girls Tennis: Oct. 4 - MACCRAY was defeated in the first round by Osakis. Oct. 9 - Individual Tourn. @ Courts Plus, Fargo, ND-no one advanced
- Football: Tuesday, Oct. 22 @ High Seed Saturday, Oct. 26 @ High Seed
Friday, Nov. 1, Section Finals @ SMSU
Volleyball: Oct. 25 @ High Seed
Oct. 29 \& 31 @ SMSU
Nov. 2, Section Finals @ SMSU

Cross Country: Oct. 24 @ Section meet in Madison
8. Musical practices are taking place at this time. They will be performing "Disney's High School Musical" on November 15, 16 \&17.

1. 2018 Fall Participation

| Football | Girls Tennis |
| :--- | :--- |
| 7th -14 | 7th -0 |
| 8th -16 | 8th -3 |
| 9th -2 | 9th -3 |
| 10th -12 | 10th -0 |
| 11th -11 | 11th -5 |
| 12th -4 | 12th -7 |
| TOTAL - 59 | TOTAL -18 |
|  |  |
| Volleyball | Cross Country |
| 7th -11 | MACCRAY Runners |
| 8th -12 | 7th -2 |
| 9th -8 | 8th -0 |
| 10th -11 | 9th -3 |
| 11th -4 | 10th -0 |
| 12th -5 | 11th -0 |
| TOTAL -51 | 12th -0 |

133 out of 323 ( $41 \%$ ) students in grades 7-12 are participating in fall sports.

Participation by grade: 7th - 27/59 - 46\%
8th - 31/62 - 50\%
9th - 16/56 - 29\%
10th - 23/59 - 39\%
11th - 20/49 - 41\%
12th - 16/38 - 42\%

Oct. 14, 2019

Superintendent Board Report - Sherri Broderius

1. Agreements for Foster Care with Chippewa, Kandiyohi, and Renville Counties.
2. Enrollment Numbers
3. Supports for Children of migrant/immigrant status.

## 516 STUDENT MEDICATION

[Note: The necessary provisions for complying with Minn. Stat. §§ 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students age 18 and over or other nonprescription medications. Please note that §121A. 22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extracurricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

## I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

## II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

## III. REQUIREMENTS

A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
B. An "Administrating Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. § 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

## J. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
5. Drugs or medicines that are prescription asthma or reactive airway disease
medications can be self-administered by a student with an asthma inhaler if:
a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
b. the inhaler is properly labeled for that student; and
c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to selfadminister the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;
6. Medications:
a. that are used off school grounds;
b. that are used in connection with athletics or extracurricular activities; or
c. that are used in connection with activities that occur before or after the regular school day
are not governed by this policy.
[Note: The provisions of paragraph 6 are optional and the school board may choose to include or exclude any of the provisions specified.]
7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may
revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.
[Note: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]
8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
a. possess epinephrine auto-injectors; or
b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.
9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.
K. "Parent" for students 18 years old or older is the student.
L. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free,
or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

Legal References: Minn. Stat. § 13.32 (Student Health Data)<br>Minn. Stat. § 121A. 21 (Hiring of Health Personnel)<br>Minn. Stat. § 121A. 22 (Administration of Drugs and Medicine)<br>Minn. Stat. § 121A. 221 (Possession and Use of Asthma Inhalers by Asthmatic Students)<br>Minn. Stat. § 121A. 222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)<br>Minn. Stat. § 121A. 2205 (Possession and Use of Epinephrine AutoInjectors; Model Policy)<br>Minn. Stat. § 121A. 2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)<br>Minn. Stat. § 121A. 223 (Possession and Use of Sunscreen)<br>Minn. Stat. § 151.212 (Label of Prescription Drug Containers)<br>Minn. Stat. § 152.22 (Medical Cannabis; Definitions)<br>Minn. Stat. § 152.23 (Medical Cannabis; Limitations)<br>20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Improvement Act of 2004)<br>29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)<br>Cross References: MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

## 532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

[Note: School districts are required by statute to have a policy addressing these issues.]
[Note: Minnesota Laws 2009, Chapter 96, made a number of changes to the laws and rules governing the use of "conditional procedures" with respect to special education students. Specifically, Chapter 96 repealed, EFFECTIVE AUGUST 1, 2011, Minn. Stat. §§ 121A.66, 121A.67, Subd. 1, as well as Minn. Rules 3525.0210, Subparts 5, 6, 9, 13, 17, 29, 30, 46, 47, and 3525.2900, Subp. 5. These laws and rules were replaced, effective August 1, 2011, with a restrictive procedures law which generally addresses the restraint of special education students. Also note that the restrictive procedures law contains a significant staff training component, found at Minn. Stat. § 125A.0942, Subds. 1, 2, and 5. Staff who intend to use restrictive procedures must be trained in the areas specified in Subd. 5 to use these procedures.]

## I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

## II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

## III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:
A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
C. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
D. "Crisis team" means a group of persons, which may include teachers and nonteaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
F. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

## IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

## A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff
members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

## B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.
[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

## C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;
6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

## D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

## E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

## F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minn. Stat § 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A. 0942.

## G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

[^0]MSBA/MASA Model Policy 806 (Crisis Management Policy)

## TINY HOUSE/FISH HOUSE CLASS AGREEMENT

THIS AGREEMENT is made this 1st Day of August 1, 2019, by and between Independent School District No. 2190, Yellow Medicine East Schools ("Yellow Medicine East"), Independent School District No. 2890, Renville County West Public Schools ("Renville County West"), Independent School District No. 129, Montevideo Public Schools ("Montevideo"), Independent School District No. 2180, MACCRAY Public Schools ("MACCRAY"), Independent School District No. 2167, Lakeview Public Schools ("Lakeview"), collectively hereinafter referred to as "the School Districts", and Friendship Homes, Inc. ("Friendship Homes") relating to a Tiny House/Fish House Class to be offered by the parties for the School Districts' students.

WHEREAS, the School Districts wish to make available an off-campus Tiny House/Fish House class to their students (the "Class") wherein students learn trade skills relating to the construction field;

WHEREAS, Friendship Homes is offering to host the Class at its facility, located at 815 Budd Street, Montevideo, MN 56265 (the "Warehouse");

WHEREAS, Yellow Medicine East will assign a licensed teacher to teach, direct, oversee, and supervise the Class and the students;

WHEREAS, Friendship Homes will provide employees to offer information and advice, under the direction of the licensed Yellow Medicine East teacher, to students participating in the Class;

WHEREAS, the parties wish to enter into a written agreement outlining the rights and responsibilities for each party and the students participating in the Class.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Class. The following Class requirements will remain in place for the term of this Agreement, unless the parties agree by mutual written agreement to make any changes.
a. Schedule. The parties agree that the School Districts shall offer an 18-week, elective Tiny House/Fish House Class at the Warehouse.

The Class is made available to the School Districts' tenth through twelfth grade students. The Class shall take place from September 4, 2019 through January 16, 2020 (or the last day of the first semester of YME calendar). The Class shall meet daily for approximately 1.5 hours per day. The exact time of the Class shall be determined by mutual agreement between the parties.
b. Curriculum. The Class curriculum will be developed and approved by Yellow Medicine East. A Yellow Medicine East teacher shall be assigned as the classroom teacher for the Class and will be responsible for teaching, directing, overseeing, and supervising the students and grading their work.
c. Student Transportation. Each school district is responsible for determining how its students participating in the Class get to and from the Warehouse for the Class. As part of the Class, students may travel to other Friendship Homes sites for site visits. For any off site visits, YME will provide students with transportation to and from the Warehouse and the offsite location. The YME teacher and Friendship Homes staff shall not be responsible for any student transportation to or from the Class. To the extent practicable, the YME teacher shall provide at least one-week written notice to students and their parents prior to any off-site visits.
d. Liability. All students and their parents or legal guardians shall sign a transportation liability waiver prior to participating in the Class.
e. Grading. The Yellow Medicine East teacher will be responsible for grading all student work.
f. Safety clothing and equipment. Any student who is not wearing steel toe boots will not be allowed to participate in the Class for that day. Friendship Homes will provide students with safety glasses, a hard hat, and a safety vest prior to each Class period.
g. Friendship Homes's responsibility. Friendship Homes shall have its employees provide information and advice, under the direction and supervision of the Yellow Medicine East teacher, to students at its Warehouse in accordance with the approved curriculum. Friendship

Homes shall provide students with any necessary supplies and materials required for the Class. The Yellow Medicine East teacher shall be responsible for taking attendance prior to each class period and reporting the attendance to the corresponding/participating school office.
h. Access to Warehouse. Participating students shall be allowed access to the Warehouse and its parking lot immediately before, during, and after the Class. Students shall not remain at the Warehouse beyond the Class time. Friendship Homes shall allow the Yellow Medicine East supervising teacher to have access to necessary supplies and technology at the Warehouse.
2. Term. The Class shall be offered only for the 2019-20 school year. This Agreement shall terminate on June 30, 2020. If the parties wish to offer the Class in a later school year, they shall enter into a new written agreement.
3. Costs. Friendship Homes shall be solely responsible for the cost of its employees' time in performing its obligations under this Agreement. Friendship Homes shall also be solely responsible for the costs of providing participating students with safety glasses, a hard hat, safety vest, or other required safety equipment as well as any supplies or materials supplied to participating students.
4. Tuition. Each school district participating in this Agreement shall pay tuition to Yellow Medicine East in the amount of $\$ 405.72$ per student (based upon PSEO rates). Yellow Medicine East will send a tuition bill to the school district on or before November 1, 2019, which shall be due and payable within twenty (20) calendar days. Friendship Homes is not charging or collecting tuition or other costs from any of the school districts or students.
5. Liability and Insurance. Friendship Homes and Yellow Medicine East shall at all times during the term of this Agreement, at its own expense, maintain and keep in force the following insurance:
a. Commercial general liability insurance covering all liabilities arising out of Friendship Homes's duties under the terms of this Agreement in the limits set forth in Minnesota Statutes section 466.04, as amended.

Such insurance shall not be cancelable except upon thirty (30) days' written notice to the School Districts.
b. Workers' compensation covering each Party's employees for any injury arising out of performance of duties under this Agreement.
c. Each Party shall provide evidence of insurance set forth herein to the other Party, upon the execution of this Agreement.
6. No Employment Relationship. Nothing in this Agreement shall be construed to create an employment relationship, partnership, a joint venture, or a joint enterprise between the School Districts and Friendship Homes or its employees. Friendship Homes shall be solely responsible for all of its expenses and/or costs related to and/or necessary for the performance of the tasks set forth herein.
7. Compliance with Laws. In providing services under this Agreement, Friendship Homes shall comply with all applicable laws, rules, and regulations governing the District, including but not limited to: (a) all state and federal education laws; (b) the Family Educational Privacy Act and the Minnesota Government Data Practices Act ("MGDPA"). This provision survives expiration or termination of this Agreement.
8. Data Practices. All of the data created, collected, received, stored, used, maintained, or disseminated by Friendship Homes or its employees in performing any tasks, functions, duties, or responsibilities under this Agreement are subject to the requirements of the MGDPA. Friendship Homes must comply with the MGDPA as if it were a government entity. Friendship Homes shall confer with the School Districts prior to responding to any requests for a release of government data relevant to this Agreement and the services provided thereunder that it may receive.
9. School District Release from Liability. To the extent permitted by law, Renville County West, Montevideo, MACCRAY, Yellow Medicine East, and Lakeview hereby mutually release Friendship Homes and each other and their Board members, agents, and employees from any and all liability, damage, loss, cost, or expense incurred arising out of or in connection with the performance of any duties under the terms of this Agreement unless
caused by the intentional act or omission or gross negligence of the releasing school district or its Board members, employees, or agents.
10. Assignment. Friendship Homes shall neither assign nor transfer any part of its interest in this Agreement without the express written consent of the School Districts.
11. Criminal Background Check. Prior to assigning a Friendship Homes employee to the Class, Friendship Homes will ensure the Friendship Homes employee to be used will not have any violent crimes or crimes against children on their record.
12. Choice of Law and Severability. This Agreement is governed by the laws of the State of Minnesota. If any part of this Agreement is construed by a court to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.
13. Waiver and Equal Drafting. Waiver by any party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. If any party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by all parties.
14. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Neither the School Districts nor Friendship Homes has relied on any statements, promises, or representations that are not stated in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbooks or policies. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by all parties. A signed copy of this Agreement will have the same legal effect as the original.
15. Headings. The headings contained in this Agreement are included for purposes of convenience only and do not affect the meaning or interpretation of this Agreement.
16. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

The undersigned are duly authorized to enter into this Agreement. The undersigned hereby agree to the terms and conditions set forth by this Agreement.
[signature pages to follow]

# INDEPENDENT SCHOOL DISTRICT NO. 2190, YELLOW MEDICINE EAST SCHOOLS 

By:<br>School Board Chair

Date:

By:
Date:
School Board Clerk
[remainder of page intentionally left blank]

# INDEPENDENT SCHOOL DISTRICT NO. 2890, RENVILLE COUNTY WEST PUBLIC SCHOOLS 

By: Date:<br>School Board Chair<br>By: Date:<br>School Board Clerk

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# INDEPENDENT SCHOOL DISTRICT NO. 129, MONTEVIDEO PUBLIC SCHOOLS 

By:<br>School Board Chair Date:

By: Date:
School Board Clerk
[remainder of page intentionally left blank]

# INDEPENDENT SCHOOL DISTRICT NO. 2180, MACCRAY PUBLIC SCHOOLS 

By:<br>School Board Chair

Date:

By:
Date:
School Board Clerk
[remainder of page intentionally left blank]

# INDEPENDENT SCHOOL DISTRICT NO. 2167, LAKEVIEW PUBLIC SCHOOLS 

By:<br>Date:<br>School Board Chair<br>By: Date:<br>School Board Clerk

[remainder of page intentionally left blank]

Friendship Homes, INC.

By
Date:
Its:

By:
Date:
Its


[^0]:    Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) Minn. Stat. §§ 121A.40-121A. 56 (Minnesota Pupil Fair Dismissal Act) Minn. Stat. § 121A. 582 (Student Discipline; Reasonable Force) Minn. Stat. § 121A. 61 (Discipline and Removal of Students from Class) Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation Procedures) Minn. Stat. §§ 125A.094-125A. 0942 (Restrictive Procedures for Children with Disabilities)
    Minn. Stat. § 609.06 (Authorized Use of Force)
    Minn. Stat. § 609.379 (Permitted Actions)
    20 U.S.C. § 1232 g et seq. (Family Educational Rights and Privacy (FERPA))
    20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))
    34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)

    Cross References: 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 525 (Violence Prevention)

