# MACCRAY ISD 2180 

Clara City, MN 56222
MACCRAY Room 105
Monday, April 4, 2022
6:00 pm
TENTATIVE AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Approval of the Agenda/Additions/Deletions
4. Public Comment
5. Consent Agenda - Action Required

### 5.1. Adoption of Minutes

5.2. Approve payment of bills and financial reports.
5.3. Approve resignation of preschool teacher - S. Honken
5.4. Approve resignation of HS Math Teacher - A. Cook
5.5. Approve resignation of Elementary Music Teacher - M. Erickson
5.6. Approve resignation of Paraprofessional - B. Speiker
5.7. Approve contract with School Counselor - S. Holm
5.8. Approve contract with Technology Coordinator - J. Westbrock
5.9. Approve Assistant Golf Coach - S. Peterson
5.10. Approve contract with HS Ag Teacher - A. Hansen
5.11.
6. Communication Report
6.1. Administrative Reports
6.1.1. Dan Hiemenz, ICS
6.1.2. Kim Sandry/Lane Schwitters - Election Redistricting
6.1.3. Jim Trulock, Activities Director - written
6.1.4. Mitchell Kent, Elementary Principal
6.1.5. Judd Wheatley, High School Principal
6.1.6. Sherri Broderius, Superintendent
6.2. Committee Reports -
7. Discussion Items - No action required
8. Business Items - Action Required
8.1
8.2
9. Upcoming Meetings
9.1 Regular Board Meeting, Monday, May 9, 6pm, MACCRAY Room 105
9.2 Regular Board Meeting, Monday, June 13, 6pm, MACCRAY Board Room
9.3 Regular Board Meeting, Monday, July 11, 2022, MACCRAY Board Room
10. Adjournment
11. School Board Construction Tour


## INVESTMENTS OUTSTANDING <br> June 30, 2021

MSDMAX Fund - MSDLAF
MSDMAX Fund Balance as of June 30, $2021 \quad \$ 2,267.98$
Interest - July 31, $2021 \quad \$ .06$
Interest - August 31, $2021 \quad \$ .06$
Interest - Sept. 30, $2021 \quad \$ .05$
Interest - Oct. 31, $2021 \quad \$ .05$
Interest - Nov. 30, $2021 \quad \$ .05$
Interest - Dec. 31, $2021 \quad \$ .05$
Interest - Jan. 31, $2022 \quad \$ .05$
Interest - Feb. 28, $2022 \quad \$ .04$
Interest - March 31, $2022 \quad \$ .26$
BALANCE

LIQUID ASSET FUND
Money Market Balance as of June 30, $2021 \quad \$ 1,542.78$
Interest - July 31, $2021 \quad \$ .01$
Interest - August 31, $2021 \quad \$ .01$
Interest - Sept. 30, $2021 \quad \$ .01$
Interest - Oct. 31, $2021 \quad \$ .01$
Interest - Nov. 30, $2021 \quad \$ .01$
Interest - Dec. 31, $2021 \quad \$ .01$
Interest - Jan. 31, $2022 \quad \$ .01$
Interest - Feb. 28. $2022 \quad \$ .01$
Interest - March 31, $2022 \quad \$ .07$

BALANCE
\$1,542.93

## Heritage Bank N.A. (Savings)

Balance on June 30, 2021
\$46,137.88
Interest - July 31, 2021
$\$ 6.70$
Interest - August 31, $2021 \quad \$ 5.66$
Interest - Sept. 30, 2021 (\$10.00 dormant fee) \$5.31
Interest - Oct. 31, 2021 (\$10 dormant fee) \$5.13
Interest - Nov. 30, 2021 (\$10 Dormant fee) \$5.66
Withdrawn - added to Special Money Market Savings
BALANCE

Citizens Alliance Bank Special Money Market Savings
Balance as of June 30, 2021
Interest - July 31, 2021 (Transfer out \$1,352,000)
Interest - August 31, 2021 (Transfer in \$900,000)
Interest - Sept. 30, 2021 (Transfer in \$300,000)
Interest - Oct. 31, 2021 (Transfer out \$200,000)
Interest - Nov. 30, 2021 (Transfer in \$300,000)
Interest - Dec. 31, 2021 (Transfer in $\$ 46,136.34$ )
Interest - Jan. 31, 2022 (Transfer out \$2,000,000)
Interest - Feb. 28, 2022 (Transfer in $\$ 300,000$ )
Interest - March 31, 2022 (Transfer out \$1,000,000)
BALANCE
\$4,825,050.92
\$802.41
\$901.12
\$946.18
\$906.82
\$1,044.87
\$1019.17
\$640.88
\$556.25
608.95
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 Payment Reg by Bank and Check

SCorporation C Corporation

 Vendor

Braun Intertec Corporation
Brothers Fire \& Security Pay Type Grp Code Rcd

Brothers Fire \& Security
Dooley's Natural Gas
ICS Consulting, LLC
MACCRAY General Fund BCI Construction Inc. BCI Construction Inc.
Braun Intertec Corporation Daktronics, INC Floor to Ceiling Store Gunion Painting LLC Heartland Glass Co Hockenbergs Equip \& Supply Inc John Foley Masonry, Inc. S Corporation LVC Companies Marshall Machine Shop, Inc Masters Plumbing Heating \& Cooling LLC Regal Contractors, Inc Southern Minnesota Woodcraft, Inc.
Spartan Steel Erectors
St. Cloud Acoustics
Ultra Concrete Southern Minnesota Woodcraft, Inc.
Spartan Steel Erectors
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West Central Roo West Central Roofing Cont. Willmar Electric Service
Xcel Energy Xcel Energy Braun Intertec Corporation
Dooley's Natural Gas

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| $20,074.00$ |
| $35,315.89$ |
| $15,347.25$ |
| $71,250.00$ |
| $79,049.88$ |
| $10,613.40$ |
| $22,670.04$ |
| $14,564.50$ |
| $1,247,813.63$ |
| $32,605.77$ |
| $71,588.44$ |
| $9,022.15$ |
| $42,201.37$ |
| $22,443.75$ |
| $45,498.81$ |
| $376,518.82$ |
| $1,430.86$ |
| $6,611.50$ |
| $16,248.22$ |
| $\$ 2,353,156.95$ |
| 214.20 |

Bank Total:




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UNUM Life Insurance Company
American Family -AFLAC
MACCRAY Education Association
NCPERS Group Life Ins.
Citizens Alliance Bank
LegalShield
MN Child Support Center
Old National Bank
Kensington Bank
Colonial Life
PERA

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| Bosch，Lindsey |  |
| City of Clara City |  |
| Clara City Telephone Company | C Corporation |
| Countryside Public Health Serv |  |
| Culinex | S Corporation |
| Donner＇s Garage Inc | S Corporation |
| East Side Jersey Dairy，Inc | C Corporation |
| Gopher Sport | C Corporation |
| Gronseth，Joel |  |
| Hillyard／Hutchinson | C Corporation |
| Indianhead Foodservice Distributor | S Corporation |
| KDMA | C Corporation |
| Kubota Leasing |  |
| MACCRAY Business Snack Shop |  |
| MASA／MASE |  |
| Menards－Willmar | S Corporation |
| Merle＇s Repair | Ind／Sole Proprietor |
| Meyer，Melissa |  |
| Minnesota Screen Print | C Corporation |
| Nordic Solar HoldCo Phase 2，LLC | LLC－Partnership |
| Pankratz，Char |  |
| Pankratz，Char |  |
| Pan－O－Gold Baking Company | C Corporation |
| Purchase Power | C Corporation |
| Roeloffs，Julie | Ind／Sole Proprietor |
| SHI International Corp | C Corporation |
| Sweep Hardware | Ind／Sole Proprietor |
| Trulock，James |  |
| VISA－CABank |  |
| WPS Publishing | C Corporation |
| Xcel Energy | C Corporation |
| Carlson＇s Piano World | C Corporation |
| Pan－O－Gold Baking Company | C Corporation |
| Attn：Business Office |  |
| Central Counties Cooperative |  |
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Indianhead Foodservice Distributor
Indianhead Foodservice Distributor
J.W. Pepper \& Son, Inc.
Kent, Mitchell
Late Bloomers Floral
Late Bloomers Floral
Menards - Willmar
Minnesota West
Pan-O-Gold Baking Company
Ridgewater College
Riverside Insights
VISA - CABank
Westbrock, Renae
Yellow Medicine East Schools
East Side Jersey Dairy, Inc
Indianhead Foodservice Distributor
Willmar Bus Service
American Family -AFLAC
Citizens Alliance Bank
Colonial Life
Kensington Bank
LegalShield
MACCRAY Education Association
MN Child Support Center
NCPERS Group Life Ins.
Old National Bank
UNUM Life Insurance Company







MACCRAY Schools Enrollment 21-22

|  | June <br> 20-21 | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | EOY |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Pre-K | 69 | 73 | 74 | 73 | 73 | 73 | 72 | 70 | 71 | 72 |  |  |
| K | 55 | 52 | 63 | 63 | 63 | 62 | 62 | 61 | 60 | 60 |  |  |
| 1 | 58 | 54 | 55 | 54 | 54 | 54 | 53 | 53 | 53 | 52 |  |  |
| 2 | 58 | 57 | 56 | 55 | 55 | 55 | 55 | 53 | 54 | 54 |  |  |
| 3 | 67 | 63 | 64 | 65 | 65 | 65 | 65 | 63 | 64 | 64 |  |  |
| 4 | 58 | 63 | 62 | 62 | 62 | 62 | 62 | 62 | 62 | 62 |  |  |
| 5 | 39 | 57 | 58 | 58 | 58 | 57 | 57 | 57 | 57 | 57 |  |  |
| 6 | 52 | 40 | 41 | 43 | 43 | 43 | 43 | 42 | 42 | 42 |  |  |
| K-6 Subtotal | 387 | 386 | 399 | 400 | 400 | 398 | 397 | 391 | 392 | 391 | 0 | 0 |
| reK-6 Subtot | 456 | 459 | 473 | 473 | 473 | 471 | 469 | 461 | 463 | 463 | 0 | 0 |
| 7 | 54 | 51 | 51 | 50 | 50 | 49 | 49 | 48 | 49 | 49 |  |  |
| 8 | 59 | 55 | 56 | 56 | 56 | 55 | 56 | 55 | 56 | 56 |  |  |
| 9 | 57 | 57 | 58 | 57 | 57 | 56 | 54 | 53 | 52 | 51 |  |  |
| 10 | 48 | 56 | 59 | 59 | 59 | 59 | 59 | 58 | 59 | 59 |  |  |
| 11 | 51 | 47 | 45 | 43 | 43 | 43 | 43 | 43 | 43 | 43 |  |  |
| 12 | 45 | 51 | 49 | 49 | 49 | 48 | 48 | 48 | 50 | 50 |  |  |
| Subtotal | 314 | 317 | 318 | 314 | 314 | 310 | 309 | 305 | 309 | 308 | 0 | 0 |
| K-12 Total | 701 | 703 | 717 | 714 | 714 | 708 | 706 | 696 | 701 | 699 | 0 | 0 |
| P-12 Total | 770 | 776 | 791 | 787 | 787 | 781 | 778 | 766 | 772 | 771 | 0 | 0 |



## 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_Alecia Hansen_a legally qualified and licensed teacher who agrees to teach in the public schools of said district as __Ag Teacher__ for the school year 2022-2023.

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, whether or not such services are specifically described in this contract, abide by the rule and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provision of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S.125.12.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined 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, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
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.

| Additional Service <br> 1. __(Days) Extended Contract for Ag | Additional Compensation |
| :--- | :--- |
| 2. | $\$ \quad 272.90$ (Daily Rate of Pay)_ |

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

| $\$ \mathbf{4 3 , 5 0 0}$ | For Basic Services: |
| :--- | :--- |
| $\$$ TBD | For Additional Services as set forth in paragraph 6 |
| $\$$ | 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 March, 2012

IN WITNESS THEREOF we have subscribed our signatures this $\qquad$ day of $\qquad$

Clerk:
Chairperson:

## CONTRACT

Establishing the

# Terms and Conditions of Employment <br> By and Between 

MACCRAY Schools

And<br>Jesse Westbrock Technology Coordinator

July 1, 2021 - June 30, 2023

## ARTICLE 1 - PURPOSE

This Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Kim Sandry, hereinafter called the Technology Coordinator, has as its objective the establishment of the terms and conditions of employment for certain management personnel for the period herein established.

## ARTICLE 2 - DEFINITIONS

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

## ARTICLE 3 -RECOGNITION

Subd. 3.1 Appropriate Unit: In accordance with PELRA. The Dist. recognizes the Association as the exclusive representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services.
Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Technology Coordinator as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Medication Services in accordance with the P.E.L.R.A.

## ARTICLE 4 -TECHNOLOGY COORDINATOR

Subd. 4.1 Use of Facilities: The Technology Coordinator shall have the right to use District Buildings before or after hours for meetings, scheduling such use with the Superintendent provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Technology Coordinator in Accordance with District policy.
Subd 4.2 Indemnification: The Technology Coordinator shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Section 4.4 of this Article.
Subd. 4.3 Personnel Files: Technology Coordinator shall have the right to review his/her individual Personnel file in accordance with applicable Minnesota statutes.

## ARTICLE 5 - DISTRICT RIGHTS

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

## ARTICLE 6 - DUTY YEAR

Subd. 6.1 The normal duty year shall be considered as 208 days.
Subd. 6.2 Specific Duty Year: These specific duty days during the calendar period July 1 through June 30 shall be established by the Technology Coordinator and the Superintendent. The Superintendent reserves the right to designate specific calendar days during the period of July 1 through June 30 as mandatory duty days.

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

Subd. 7.1 Normal Duty Day:
Subd. 7.11 The Technology Coordinator shall normally be on duty during the period established as the teacher's basic duty day at their building of responsibility or as directed by the Superintendent.
Subd. 7.12 Technology Coordinator, because of his/her managerial duties and responsibilities agree to commit whatever time is necessary to accomplish such managerial duties and responsibilities.

## ARTICLE 8 - COMPENSATION

Subd. 8.1 Salary Schedule: The annual salary of the Technology Coordinator employed by individual continuing contract for the 2021-2022 and 2022-2023 duty year is established by Schedule A, attached hereto, and shall be considered part of the Agreement.
Subd. 8.2 Annual Salary: The Technology Coordinator employed by an individual continuing contract will be paid an annual salary. Technology Coordinator employed for a duty year less than that established by Article 6, Section 6.1 and 6.2 , shall be paid a prorated annual salary.
Subd. 8.3 Daily Rate: For the purposes of calculating daily rate, the Technology Coordinator annual individually contracted salary divided by the duty year established by Article 6, Sections 6.1 and 6.2 shall equal daily rate.
Subd. 8.4 Mileage: Technology Coordinator shall be reimbursed at the Federal mileage rate for the use of Their personal automobile to conduct authorized and approved travel on the behalf of the District.
Subd. 8.5 Dues: The District will pay all annual professional dues.
Subd. 8.6 Work Stoppage: Technology Coordinator, in the event of a strike or work stoppage by other District employees, shall report for duty to carry out School Board policies and directives.
Subd. 8.7 Additional Duties: The Technology Coordinator will live stream School Board meetings for an additional stipend of \$1200 per year.

## ARTICLE 9-GROUP INSURANCE

Subd. 9.1 Selection: The selection of the insurance carrier \& policy shall be made by the School District as provided by law. Subd. 9.2 Claims against School District: It is understood that the School District's only obligation is to purchase insurance policy and pay such amount as agreed to here-in and no claim shall be made against the School District as a result of a denial of insurance benefits by an Insurance carrier.
Subd. 9.3 Duration of Insurance Contribution: The Technology Coordinator is eligible for School District
contribution as provided in this Article as long as the Technology Coordinator is employed by the School
District. Upon termination of employment, all School District contributions shall cease. The Technology Coordinator may remain in the plan for 18 months by paying his/her own premium as provided by M.S. 62A.17.
Subd. 9.4 Eligibility: The School District contribution will be provided to all Technology Coordinators and provided on a pro rata basis for those Technology Coordinators working 25 hours or more per week. All Technology Coordinators may participate in CORE BENEFITS.
Subd. 9.5 Benefits: The School District will contribute to the High School Principal's account under the MACCRAY ISD 2180 Flexible Benefits Plan on a monthy basis during the term of the High School Principal's employment, amount of $\mathbf{\$ 1 5 , 0 0 0}$ for 2021-2022, and $\$ 15,000$ for 2022-2023, which the High School Principal may elect to apply toward the cost of benefits available under the Flexible Benefits Plan (including HSA) or to receive in cash. -CORE BENEFITS - 1. Health and Hospitalization insurance.

## ARTICLE 10 - LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:
Subd. 10.11 All full-time Technology Coordinators shall earn sick. Leave at the rate of (136 hours) (16 Days) for each year of employment in the school district. All Technology Coordinators will be credited one-year sick leave allowance upon completion of their first day of service. Deductions for absences will be made on the same basis as granted. Part Time Technology Coordinators will accrue and be charged sick leave on a pro rata basis.
Subd. 10.12 Unused sick leave days may accumulate to a maximum credit of (1071 hours) (126 Days) of sick leave per Technology Coordinator.
Subd. 10.13 Sick leave with pay shall be allowed whenever a Technology Coordinator absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 10.14 The Technology Coordinator's sick leave may be allowed for absences due to an illness of the Technology Coordinator's spouse, parent and child as covered by M.S. 181.9413, on the same terms the Technology Coordinator is able to use sick leave benefits for the Technology Coordinator own illness.
Subd. 10.15 The School District may require the Technology Coordinator to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicated such absence was due to illness in order to qualify for sick leave pay.
Subd. 10.16 In the event that a medical certificate will be required, the Technology Coordinator will be so advised within two (2) working days of return to work.
Subd. 10.17 Sick leave allowed shall be deducted from the accrued sick leave days earned by the Technology Coordinator. Subd. 10.2 Holidays and Vacation:

Subd. 10.21 The Technology Coordinator shall receive the following paid holidays:
Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, and July $4^{\text {th }}$.
Subd. 2, The Technology Coordinator shall be entitled to (102 hours) (12 Days) vacation with pay:
Subd. 10.3 Bereavement Leave: Five (5) day's bereavement leave per death in the immediate will be granted. Immediate family is to be defined as follows: wife or husband, mother or father, son or daughter, son-in-law or daughter-in-law, mother-in-law or father-in-law, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law. Up to two (2) additional days may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave. Subd. 10.4 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.
Subd. 10.5 Childcare Leave:
Subd. 10.51 A childcare leave may be granted by the School District, subject to the provisions of this section to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.
Subd. 10.52 A Technology Coordinator making application of childcare leave shall inform the Superintendent in writing of intention to take the leave at least two (2) calendar months before commencement
of the intended leave. In case of adoption, the two (2) calendar month notification shall be waived.
Subd. 10.53 If the reason for the childcare leave is occasioned by pregnancy, a Technology Coordinator may elect to utilize sick leave pursuant to the sick leave provision of the Agreement in lieu of seeking childcare pursuant to this Section. A pregnant Technology Coordinator will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said Technology Coordinator making application \& receiving approval for childcare leave under this Agreement's terms may also qualify for sick leave based on the terms of this Agreement provided the sick leave shall not be used between the beginning and ending dates of the childcare leave.
Subd. 10.54 Three days of the yearly accrued sick leave 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 their sick leave.
Subd. 10.55 The school district may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave coincide with some natural breaks in the school year - i.e. winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like. The availability of a substitute may also be considered by the school board in the granting of a childcare leave or the duration thereof.
Subd. 10.56 In making a determination concerning the commencement \& duration of a childcare leave, the board shall not, in any event, be required to: 1. Grant any leave more than 12 months in duration., 2. Permit the Community Ed Director /Technology Coordinator to return to his or her employment prior to the date designated in the request for Childcares leave.
Subd. 10.57 A Technology Coordinator returning from childcare leave shall be re-employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave of absence.
Subd. 10.58 Failure of the Technology Coordinator to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the Technology Coordinator mutually agrees to an extension of the leave.
Subd. 10.59A Technology Coordinator who returns from childcare 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 Technology Coordinator shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10.50 A Technology Coordinator on Childcare 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 Technology Coordinator wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group's insurance programs, however, will terminate if the Technology Coordinator does not return to the School District pursuant to this section.

Subd. 10.6 Personal Leave:
Subd. 10.61 At the beginning of the school year, each Technology Coordinator shall be granted three (3) days of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of this agreement.
Subd. 10.62 Requests for personal leave must be made in writing to the Superintendent of Schools at least one (1) day in advance, except in the event of emergencies. All personal leaves must have prior approval.

Subd. 10.7 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval.

## ARTICLE 11 - RETIREMENT SAVINGS PLAN

Tax-Sheltered Annuities: The Technology Coordinator is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The School District shall match the Technology Coordinator's Section 403(b) contributions up to $\$ 2000$ per year.

## ARTICLE 12-GRIEVANCE PROCEDURE

Subd. 13.1 Grievance Definition: A "grievance" shall mean an allegation by an Athletic Director/Technology Coordinator resulting in a dispute or disagreement between the Athletic Director/Technology Coordinator and the School District as to the interpretation or application of terms and conditions contained in this agreement.
Subd. 13.2 Representative: The Technology Coordinator or School District may be represented during any stop of the procedure by any person or agent designated by such part to act in his behalf.
Subd. 13.3 Definitions and Interpretations:
Subd. 13.31 Extension: Time limits specified in this Agreement may be extended by mutual agreement.
Subd. 13.32 Days: Reference to day regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated a legal holiday by State Law.
Subd. 13.33 Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period to time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, or Sunday, a legal holiday, in which event the period runs until the end of the next day, which is not a Saturday, a Sunday or a legal holiday.
Subd. 13.34 Filing and Postmark: The filing or service of any notice or document herein shall be timely. It is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
Subd. 13.4 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within TWENTY DAYS (20) after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one leave to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Technology Coordinator and the District.
Subd. 13.5 Adjustment of Grievance: The School District and Technology Coordinator shall attempt to adjust all grievances which may arise during the course of Employment of any Technology Coordinator within the District in the following manner: Subd. 13.51 Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within FIVE DAYS after the receipt of the written grievance. Subd. 13.52 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School District, provided such appeal is made in writing within FIVE DAYS after receipt of the decision in Level I. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within FIFTEEN DAYS after the meeting, the School District, a committee or representative of the board may be designed by the board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Subd. 13.6 School District Review: The School District reserves the right to review any decision issued under Level I 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.
Subd. 13.7 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 Technology Coordinator may appeal it to the next level. Subd. 13.8 Arbitration Procedures: In the event that the Technology Coordinator and the School District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 13.81 Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within TEN DAYS following the decision in Level II of the Grievance procedure.
Subd. 13.82 Prior Procedures Required: No grievance shall be considered by the Arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
Subd. 13.83 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within TEN DAYS after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PELRA to appoint an arbitrator, pursuant to MS 179.70 subd. 4, providing such request is made within TWENTY DAYS after request for arbitration. The request shall ask that the appointment be made within THIRTY DAYS after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PELRA within the time periods provided herein shall constitute a waiver of the grievance.
Subd. 13.84 Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party and the School District shall five days prior to the arbitration hearing forward to the arbitrator the submission of the grievance which_shall include the following:1. The issue involved, 2 . Statement of the facts, 3 . Position of the grievant, \& 4.The written documents relating to Article 12 Sections 4 and 5 of the grievance procedure..
Sub. 13.85 Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Sub. 13.86 Decision: the decision by the arbitrator shall be rendered within THIRTY DAYS after the close of the hearing. decision by the arbitrator in cases properly before him shall \be final and binding upon the parties, subject however, to the limitations of arbitration decisions are provided by in the PELRA.
Subd. 13.87 Expense: Each party shall bear its own expense in connection with arbitration including expenses relating to the parties representatives, witness, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the Arbitrator, the cost of the transcript or recording if requested by either or both parties, and other expenses, which the parties mutually agree, are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.
Subd. 13.88 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreement relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to propose changes, in terms and conditions of employment as defined herein and contained in this written agreement; not shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. The jurisdiction of the arbitrator shall include, but is not limited to, such areas of discretion or policy as the functions and programs of the employer. Its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in the order the arbitrator shall give due consideration to the statutory rights and obligations of the public school district to efficiency manage and conduct its operation within the legal limitations surrounding the financing of such operations.
Subd. 13.89 Duplication: A party shall not institute a grievance action \& a Court action on the same action \& time..

## ARTICLE 13 - Indemnification and Provision of Counsel

Subd. 15.1 In the event that an action is brought or a claim is made against the Technology Coordinator arising out of or in connection with Technology Coordinator's employment, and the Technology Coordinator is acting within the scope of
employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

## ARTICLE 14 - Duration

Subd. 15.1 Term of Contract: This Agreement shall remain in full force and effect for a period commencing July 1, 2021 except as specifically provided otherwise in the Agreement, through June 30, 2023 and thereafter until modified or terminated pursuant to the PELRA of 1971 as amended.
Subd. 15.2 Modification: if either party desires to modify or terminate this Agreement effective on July 1,2023 , it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.
Subd. 15.3 Effect: This Agreement constitutes the full and complete agreement between the District and the Technology Coordinator. The provision herein Supersedes and takes precedence over any and all prior Agreement, resolutions, practices, district policies, rules or regulations concerning the terms and conditions of employment.
Subd. 15.4 Finality: It is further agreed that any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.
Subd. 15.5 Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under and circumstances is held invalid, it shall not affect any other provision of the Agreement or the application of any provisions thereof under different circumstances.

## SCHEDULE A - Technology Coordinator

2021-2022
\$70,090
2022-2023
\$71,090

Agreed to as the full and complete settlement of the terms and conditions of employment by the signatures of the following representatives of the District and the Technology Coordinator.

Technology Coordinator
IN WITTNESS WHEREOF, I have subscribed My signature this $\qquad$ day of
$\qquad$

Technology Coordinator

For: MACCRAY School Board

IN WITNESS WHEREOF, we have subscribed our signatures this $\qquad$ day of
$\qquad$ , 2022.

School Board Chair

School Board Clerk


## 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 __Sarah Holm__ a legally qualified and licensed teacher who agrees to teach in the public schools of said district as __Licensed School Counselor_ for the school year 2022-2023.

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, whether or not such services are specifically described in this contract, abide by the rule and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provision of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S.125.12.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined 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, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
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.

## Additional Service

Additional Compensation

1. $\qquad$ \$ $\qquad$
2. 

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

| $\$ \mathbf{5 0 , 5 0 0}$ | For Basic Services: |
| :--- | :--- |
| $\mathbf{\$}$ | For Additional Services as set forth in paragraph 6 |
| $\mathbf{\$ 5 0 , 5 0 0}$ | 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 $24^{\text {th }}$ day of March 2022

Teacher:


IN WITNESS THEREOF we have subscribed our signatures this $\qquad$ day of $\qquad$
Independent School District No. 2180
Clerk: $\qquad$
Chairperson:

## April 2022 Activities Director Report

1. Thanks for approving Sam Peterson as the boys and girls JV/JH golf coach.
2. We had 2 BPA students qualify for the national competition in Dallas, TX. Congratulations to Cailin Yoose \& Brynn Lozinski. They are not going to attend the competition.
3. The band competed in the Large Group competition at KMS on Monday, March 14. Mr. Gronseth gave the following report on the competition. "For anyone who doesn't know what large group entails, we are given 30 mins to set up, and play. We perform for 3 judges who then give us a rating ranging from poor to superior. We received 2 excellents and 1 superior. One of the judges then comes onto stage and works with the students pointing out things that were executed well and gives suggestions for future improvements. As is reflected in our rating, the kids performed very well. It was a valuable and worthwhile experience for us.

## Superintendent Report to School Board

March 30, 2022
Submitted by: Sherri Broderius

My report for the month of April 2022, will consist primarily of information related to the demolition of the East and West Elementary buildings.
I will discuss the following items after completion of continued research this coming week:

1. Timelines for ICS to be ready to demo in early fall -

In January, I reported to the board that we would need to have ICS begin with specifications on the demo of the two elementary schools soon but that the communities of Raymond and Maynard could have up until the day of opening bids to show us a plan for the use of the buildings. ICS will need to begin work on those specifications now in the event that there is no use for the buildings indicated soon. Both communities told me they didn't want old buildings sitting around the towns becoming an eyesore to the community.

The Review and Comment document indicates that the MACCRAY voters voted on the demolition of the buildings as a part of the construction plan. In order to follow the approved Review and Comment I will recommend ICS begin work on specifications for demolition immediately. Bid opening comes later.
2. Specifics of each of the two buildings for possible use-

Maynard - Chippewa County will hold their monthly meeting this week.
Raymond - Structural Engineer shared structural concerns with me via Raymond Mayor Ardell Tensen. That document is currently being reviewed by ICS. It has no costs associated with any structural needs or workers indicated to do the work. They would also need time to do the specifications necessary to bolster the supports for the building near construction areas.

Dan and I will have more specific information at the meeting on Monday.
3. Retention of materials and disposal and retention of recordsMACCRAY in 1995 sent necessary paperwork to the Minnesota Historical Society (MHS) which allows us to determine exactly how to retain and or destroy school records. In 2014, the MACCRAY School Board once again approved the Records Retention policy. Additionally, I have been in communications with an archivist at MHS who is assisting us in making specific determinations of record retention.

The bottom line is that if a record has historical value meaning it is legal or financial it must be kept physically or electronically. If it is kept electronically it must be recorded how to gain access to the records. THEN, hard copy documents may be given to MHS as an archival record or with their permission retained in the local community.

Student records are retained in cumulative files but only testing and cumulative records are necessary to keep. Also, since vaccination records are kept in MIC at the state level we don't need to keep those records. Other medical files are kept until the student reaches the age of 23 .
4. Moving materials from East and West to the new building - A moving company will be secured to move all school materials to the new building. Since school insurance doesn't cover moving of privately owned teacher materials the teacher will move those items themselves. Our moving company will not only provide moving boxes, labels and instructions but will be here on site for instructional meetings with teachers regarding specifics of packing classroom materials on April 6, 2022. At this writing I do not know when we are scheduled with the company to actually make the move.

# April 4, 2022 Board Meeting School Nurse Report 

 3/31/22- $\quad$ No staff or student COVID cases from 3/4/22-3/31/22.
- Set up Hygiene education through Countryside Public Health for 4-6th grade, East will be on April 7th and West will be on April 11th.
- Set up Severe Weather education through Countryside Public Health for Kindergarteners and 1st graders at East and West on April 25th.
- CPR for the senior class is scheduled for April 7th.
- Working on cleaning up students' medical paper files.
- Attending special education child case study meetings and IEP meetings for students with medical needs.
- Followed up with families for vision and hearing referrals.


### 8.0 SCHOOL DISTRICT REDISTRICTING

### 8.1 Overview

This chapter has specific information for school district clerks, school boards, and others working on school board member election redistricting. Please use this chapter along with the Minnesota School Clerk Election Guide and the Minnesota Election Laws, as well as other sections of this Redistricting Guide. Specific contents in this document are subject to changes in legislation. In all matters, the law and rule are the final authority.

### 8.1.1 School district elections organization

School districts may be categorized by how their board members are elected and what polling places they use for elections.

Seventeen school districts in the state elect at least some of their board members from election districts, meaning the members must live in an area in order to represent it. The remainder-most of the school districts in the state-elect their board members at large, so that all board members may live anywhere in the school district. At-large boards are covered below, while the following section covers School districts with board member districts.
Regarding polling places, some school districts use municipal polling places for their stand-alone elections, while others use combined polling places. Of those that combine their polling places, some districts combine them all to one polling place, while others use multiple polling places. This information is covered in 8.4 Polling places.

### 8.1.2 Preparing for redistricting

### 8.1.2.1 Review school district policies and procedures

School districts may have existing policies and procedures related to redistricting tasks. A review of school district policies should be conducted to determine if there are specific guidelines for redistricting.

### 8.1.2.2 Clarify roles, responsibilities, duties, and expectations

tis a good practice within your school district to clarify and define the roles, responsibilities, duties, and expectations related to redistricting of the school district clerk, school board, other school district staff, and/or groups before redistricting begins. An agreement on who will do what tasks and when may safeguard everyone involved from unintentionally overstepping the tasks others are intending to do.

### 8.1.2.3 Provide information to school board and media

It is a good idea for those with redistricting responsibilities to learn as much as they can about the redistricting process. Reviewing this guide is just one step in the learning process. There are many sources for additional information. Some of those sources are available on the OSS Redistricting webpage: https://www.sos.state.mn.us/election-administration-campaigns/election-administration/redistricting/
It is important that information relevant to local government redistricting be shared among all those involved with redistricting.

### 8.2 School districts with at-large boards

### 8.2.1 School district boundary information

### 8.2.1.1 Work with county to update school district boundary information

To conduct fair and accurate elections, it is necessary for the county to have accurate information about the boundaries of school districts. This is particularly important in cities and townships split by two or more school districts. It is essential that voters receive correct ballots in polling places on election day. This is difficult if the county does not have accurate information about the location of school district boundaries.

The school district should work with the county auditor to verify that all voter registration records and the county's precinct finder have the proper school district indicated. The school district should also work with the county to verify that the county's parcel records include the proper school district designation for taxation purposes.

### 8.2.1.2 Identify sources of school district maps

City and township clerks are required to acquire maps of school districts in their jurisdiction in a short window of time between legislative redistricting and the establishment of their precinct boundaries. School districts are not specifically required to provide these maps. However, many cities and townships will likely call their schooil district inquiring about a map. (M.R. 8255.0015)

To assist the city and township clerks, the school district may want to identify sources of school district maps. Potential sources include the school district busing office or contractor, county auditor or planning or zoning departments, and others.

### 8.2.2 Updated precinct information

School boards must use the precincts created by cities and townships (and counties, for unorganized territories). These precinct boundaries may be changed through the redistricting process. County auditors will be notified of any changes, but are not required to send changed precinct boundary information to school districts until July 8, 2022 ( 30 days before the state primary election; transferred from Sunday July 10, 2022). The school district may want to coordinate with the county auditor to receive precinct boundary change information as soon as it is available. The school district may also want to acquire municipal precinct boundary changes directly from the municipal clerk to increase the amount of time the school district has the precinct information.
(M.S. 204B. 14 subd. 5; M.S. 645.15)

### 8.3 Polling Places

School boards should take this opportunity to review their combined polling places in light of precinct or other changes. See Polling Places for more details, or the School District Clerk Election Guide, distributed by OSS.
Note that combined polling places designated for 2022 will likely only be used in the February 8 special election date, as school districts may not conduct special elections on the April 12 or May 10 uniform election dates, and at the state primary and general elections, the municipality or county will be responsible for operating that precinct's polling place. (M.S. 204B.135, subd. 4)

### 8.3.1 Designation

If the school district is holding a standalone election, it will use the municipal or unorganized territory polling places unless the board acts to establish one or more combined polling places. Combined polling places must be at locations designated for use as a polling place by a municipality or county.
In all cases polling places must be:

- fully accessible;
- large enough to accommodate the election activities;
- free of other non-election activities;
- smoking free;
- liquor free and not adjacent to a liquor service area; and
- located within the precinct except:
- metropolitan area schools may locate a polling place outside the precinct if within one mile of the precinct boundary or it is part of a combined polling place;

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- non-metropolitan schools may locate polling places up to five miles outside the precinct boundary.
(M.S. 144.414; 204B.16; 205A.11)

The polling place designation remains in effect until the school board makes a new designation. Changes cannot be made less than 90 days before the next election, nor anytime between the primary and general election. Be sure to immediately notify the county auditor of a polling place change. (M.S. 204B.16)

### 8.3.2 Notification of voters

Every time a polling place is changed, all affected households with at least one registered voter affected by the change must receive notice of the changed location by non-forwardable mail at least 25 days before the election. To accomplish this, the school district clerk may purchase a CD of address labels (either household or registered voters) from OSS to send their own notification. Order forms are available on the Elections Forms and Handouts page at www.sos.state.mn.us. Note: labels should be ordered by precinct when sending a mailing to multiple polling place combinations or to a specific polling place combination that is not school district-wide. Postal Verification Cards (PVCs) may not be sent to meet any of the above notification requirements because they do not list combined school district polling places.

### 8.3.3 Combined polling place

By passing a resolution, a school board may combine the polling places serving precincts in which only the district's election is taking place that day. The designation criteria above apply. In giving notice, the clerk should be clear that the combination applies only to school district elections.
In school districts that have been organized into separate board member election districts, a combined polling place for a school general election cannot include more than one board member election district.

When using a combined polling place for a levy or bond referendum, the clerk must notify the county auditor (or auditors) within 30 days of establishing a combined polling place and send a special notice to households of registered voters in the affected precincts. The notice should specify the reason for the election, the date, the voting hours, and the voting location. It must be sent by non-forwardable mail at least 14 days before the election. The district must mail the notice for every referendum that uses a combined polling place except when the referendum is held by mail, or is held on a uniform Election Day and uses a previously established polling place. (M.S. 205A.11)
One precinct count voting system and one memory unit may be used to count ballots for up to four precincts that are in the county and that have a combined total of fewer than 2,500 registered voters as of June 1 of that election year. A separate summary statement must be produced for each precinct being counted by the precinct count voting system and the voted ballots must be separated and sealed by precinct. (M.R. 8230.4365)

### 8.3.4 Accessibility

Federal and state laws require that all polling places be fully accessible and usable by elderly or disabled persons. Minimum requirements include:

- paved parking with extra wide spaces reserved for disabled persons;
- curb cuts or temporary ramps;
- paved main routes free of stairs or with ramp or elevator bypasses;
- entrances/doorways a minimum of 32 inches wide;
- walkways and hallways at least 36 inches wide;
- hallways free of protrusions overhanging the floor;
- handrails on all stairs;
- signs directing voters around obstructed entrances or stairs to accessible routes;
- signs outlining the assistance available to voters; and
- one or more wheelchair accessible voting booth or station with writing surface 34 inches high. (M.S. 204B.16)

Minnesota election law offers some additional accommodations if a polling place is not fully accessible or if the voter needs assistance with the voting materials:

- voting by absentee ballot;
- curbside voting;
- a bipartisan team of election judges to provide assistance in the polling place; or
- voters bringing someone of their choosing to assist in the polling place.
(M.S. 204C.15)


### 9.0 SCHOOL DISTRICTS WITH BOARD MEMBER DISTRICTS

### 9.1 Definition

Any independent school district may establish separate election districts for the purpose of electing board members. School districts with board member election districts must establish and redistrict those districts using the procedures in Minnesota Statutes 205A.12. (M.S. 205A. 12 subd. 1)

### 9.2 School board member district requirements

### 9.2.1 District representation

School districts, unlike other local governments, have a variety of options for the structure of districts for the purpose of electing members of the school board. With most election districts, only a single member may represent a city ward, county commissioner district, state legislative or congressional districts. However, school board members may be elected from:

- At large,
- Single-member districts,
- Multimember districts (with two or three members per district),
- A combination of single-member and multimember districts,
- A combination of single-member or multimember districts and one or more members elected at large, or
- Both a combination of single-member or multimember districts and one or more members elected at large.
(M.S. 205A. 12 subd. 2)

At present, Minnesota school districts use the at large, single-member, single-member with at large, and multimember with at large structures for their school boards.

### 9.2.2 District geography

Each school board member election district must be compact in shape and composed of contiguous territory. However, the actual boundaries of school districts in Minnesota may make this challenging. (M.S. 205A.12, subd. 4)
The most compact elective districts will be those which are roughly circular or square in shape. Considering the shape of most school districts in Minnesota, it is not possible for each elective district to be a circle or square. However, the elective districts within a particular school district should be as compact as feasible.

A contiguous elective district is one that has one unbroken boundary containing it, with no "islands" of territory inside or outside it. School districts with noncontiguous pieces (school district territory not directly connected with the rest of the district) will recognize that it is not always possible to draw an elective district that is contiguous. Considering this, the noncontiguous pieces of the school district should be assigned to the most elective district within the main core of the school district that best meets all statutory guidelines. (M.S. 205A. 12 subd. 4)

### 9.2.3 Combined polling places

Combined polling places must be arranged so that each does not include more than one board member election district. Since combinations consist of precincts, this effectively means that precincts cannot be in more than one board member district. It would make for simpler elections anyway to coordinate school board member districts with municipal precincts. (M.S. 205A.11, subd. 2)

### 9.2.4 District population census

The school district may use the 2020 federal census numbers for the calculation of population totals in board member election districts. The school district may also conduct a special census and use the population counts for redistricting. (M.S. 205A. 12 subd. 4)

The availability and convenience of the federal census block population counts may make it simpler for the school district to use those numbers rather than conduct a census of their own. To use the federal census counts it will be necessary to have a map of census blocks and the corresponding block population number for each census block.

There are several sources for maps of census block boundaries. See section 1.4.4 Sources of redistricting data for a list of some of the sources of maps and digital data.

### 9.2.5 District population equality

Within a school district with single-member districts, each single-member district must be as equal in population as practicable.

In school districts which elect members from multimember districts or combinations of single-and multimember districts, the size of each district must be in proportion to the number of members who represent that district. In other words, each constituent must have the same level of representation on the school board to comply with the Constitutional requirement of equal representation. (M.S. 205A. 12 subd. 4)

### 9.3 Is redistricting of board member districts required?

After the certification of the 2020 census the school district must either:

- Confirm that board member election districts conform to law, or
- Redistrict board member election districts to meet the provisions in law.

Specifically, the school district must verify that its board member election districts comply with district population equality and that districts are compact and contiguous. (See 7.3.2.2 District geography) If the school board fails to take either action within the time required, no further compensation may be paid to the school board members. (M.S. 205A. 12 subd. 6)

### 9.4 School board redistricting process

### 9.4.1 Acquire population counts

Population is a consideration when evaluating and redistricting school board member election districts. If election districts are made up of entire cities, townships, or precincts, it may be relatively easy to acquire official census population summaries for those subdivisions.
If school board member election districts split municipalities or precincts, the school district will need to acquire a complete population census of the school district. Typically school districts would use detailed official federal census block counts for this purpose. (M.S. 205A. 12 subd. 4)

### 9.4.2 Notice of intent to redistrict

The school board must publish one weeks' notice before holding a public hearing on a proposed resolution for the redistricting of member elective districts. (M.S. 205A. 12 subd. 6)

### 9.4.3 Updated precinct information

School boards must use the precincts created by cities and townships (and counties, for unorganized territories). Precinct boundaries may be changed through the redistricting process. County auditors will be notified of any changes, but are not required to send changed precinct boundary information to school districts until July 10, 2022 ( 30 days

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before the state primary election). The school district may want to coordinate with the county auditor to receive precinct boundary change information as soon as it is available. The school district may also want to acquire municipal precinct boundary changes directly from the municipal clerk to increase the amount of time the school district has the precinct information. (M.S. 204B. 14 subd. 5; M.S. 645.15)

### 9.4.4 Writing the redistricting plan

It may be preferable to write a metes and bounds description for a school board member district plan.
A metes and bounds description is one that describes the boundaries of the districts in such a way that a person could walk the described boundary. An example that describes a portion of the Metropolitan Council's $6^{\text {th }}$ District is included in Minnesota Statutes 473.123 subdivision 3c (6):
> "The sixth council district consists of that portion of Hennepin county consisting of the cities of Golden Valley and St. Louis Park and that portion of the city of Minneapolis lying west and south of a line described as follows: commencing at the intersection of the southern boundary of the city of Minneapolis and Interstate Highway 35W, northerly along Interstate Highway 35W to Minnehaha Parkway, northeasterly along Minnehaha Parkway to 50th Street E., westerly along 50th Street E. to Stevens Avenue S., northerly along Stevens Avenue S. to 46 th Street E., westerly along 46 th Street E. to Nicollet Avenue S., northerly along Nicollet Avenue S. to 36th Street W..."

The advantages of a metes and bounds description are:

- More identifiable to people unfamiliar with the school district,
- Better than using corporate limits or precincts for descriptions - as they both tend to change over time, When a school board member district-redistricting plan is approved, any reference to a municipal or precinct boundary refers to that boundary on the day the plan is approved. It is not uncommon for these boundaries to change, and school board member districts do not necessarily change with those boundaries.

Metes and bounds descriptions may be more understandable to people unfamiliar with the school district than a description which references particular townships and ranges, for example. They may also be better than using corporate limits or precincts for descriptions - as corporate limits may change over time.

### 9.4.5 Dates for establishing member districts

School districts with board member election districts must redistrict or reconfirm existing board member election districts within 80 days of the completion of legislative redistricting or by April 26,2022 , whichever comes first. However, the school district may not redistrict until after publishing one weeks' notice in advance of the meeting at which redistricting will be discussed. (M.S. 204B.14, subd. 2; M.S. 205A. 12 subd. 6)
A redistricting plan for school board member election districts is effective on August 9, 2022, the date of the 2022 state primary. (M.S. 205A. 12 subd. 6)

If the state legislative redistricting plan is adopted and/or any court challenges are resolved less than 19 weeks before the state primary in a year ending in two (after March 29 in 2022), there are alternate dates and procedures for redistricting or reestablishing local government elective districts. For more information on the alternate dates and procedures refer to Appendix A or contact the Elections Division of the Secretary of State's Office.

### 9.5 Giving notice

After acting to redistrict school board member election districts, the school district needs to notify the county auditor(s) of the board member election district boundaries for entry into the statewide voter registration system.

The Secretary of State's Office Elections Division also requests school districts which elect board members from election districts to send a copy of the election district plan.

### 9.6 How district changes affect serving board members

Board members shifted out of the election district they represent as a result of redrawing election district boundaries during redistricting, are not disqualified from serving for the remainder of the term for which they were elected.
When running for office on the school board, a candidate must reside in the district for which they file for office. Except for shifts in election districts as the result of redistricting, each board member must be a resident of the election district that they represent. (M.S. 205A. 12 subd. 5)

### 9.7 Voter's right to contest

Minnesota law provides guidance to citizens of their right to contest local government election district plans. A voter wishing to contest a school election district redistricting plan or to compel redistricting must file with the district court by the appropriate date:

- If the redistricting plan is approved before April 26, 2022, the voter must file within three weeks, but no later than May 3, 2022;
- If the redistricting plan is approved after April 26, 2022; the voter must file within one week.
(M.S. 204B. 135 subd. 3)


RAYMOND 2180-5
RAYMOND 2180-5 EDWARDS 2180-6 HOLLAND - 2180-6
ST. JOHNS 2180-6 WHITEFIEL 2180-6 WILLMAR ${ }^{-2180-6}$ WANG TW 2180-2

Average
778.00



Option 1
Split Clara City between District o 4

District $3=820$
District $4=603$


N of $23: 1032$
W of Dinsion: 3lele
$S$ of 23:391
$E$ of Division: 1057



Option 2
Clara City Split
District $2=93$
District $3=830$
District $4=500$

Option 2


N of 23: 1032
W of Dinision: 3le
$S$ of $23: 391$
E of Divisior: 1057

