

MACCRAY ISD 2180
Clara City, MN 56222
High School Cafeteria
Monday, September 14, 2020
6:00 pm

TENTATIVE AGENDA

- 1.0 Call to Order
- 2.0 Pledge of Allegiance
- 3.0 Approval of the Agenda/Additions/Deletions
- 4.0 Public Comment
- 5.0 Consent Agenda – Action Required
 - 5.1 Adoption of Minutes
 - 5.2 Approve payment of bills and financial report.
 - 5.3 Approve employment agreement with paraprofessional – J. Wassenaar
 - 5.4 Approve employment agreement with paraprofessional – M. Jarveis
 - 5.5 Approve employment agreement with paraprofessional – P. Wroblewski
 - 5.6 Approve employment agreement with paraprofessional – D. Berghuis
 - 5.7 Approve employment agreement with paraprofessional – B. Wubben
 - 5.8 Approve employment agreement with Distance Learning Liaison – H. Condon (1 year)
 - 5.9 Approve resignation of van driver – A. Jaenisch
 - 5.10 Approve employment agreement with Distance Learning Teacher – J. Wheatley (1 year)
 - 5.11 Approve employment agreement with SAC Paraprofessional – K. Minke (1 year)
- 6.0 Communication Report
 - 6.1 Administrative Reports
 - 6.1.1 Finance: Ehler’s report on Bond Money – Ryan Miles via Zoom
 - 6.1.2 Jim Trulock, Activities Director (Sherri)
 - 6.1.3 Judd Wheatley, Elementary Principal
 - 6.1.4 Melissa Sparks, High School Principal (Sherri)
 - 6.1.5 Sherri Broderius, Superintendent – Guest Jim Menton via Zoom
 - 6.2 Committee Reports
- 7.0 Discussion items – No action required
- 8.0 Business items – Action Required
 - 8.1 Motion to approve Title IX Policy 522.
 - 8.2 Motion to certify the Levy for the Maximum amount.
- 9.0 Upcoming Meetings
 - 9.1 Regular Board Meeting, October 12, 2020, HS Cafeteria/MACCRA Y Media, 6pm
 - 9.2 Regular Board Meeting, November 9, 2020, HS Cafeteria/MACCRA Y Media, 6pm
 - 9.3 Truth In Taxation Presentation, December 14, 2020, HS Cafeteria/MACCRA Y Media, 6pm
 - 9.4 Regular Board Meeting, December 14, 2020, HS Cafeteria/MACCRA Y Media, following TNT meeting.
- 10.0 Adjournment

**Minutes of the Board of Education
Independent School District #2180
Regular Meeting #2
Monday, August 10, 2020 6:00 PM
HS Cafeteria/Live Streaming on MACCRAY Media**

Members Present: Tate Mueller, Julie Alsum, Scott Ruiter, Lane Schwitters, Debi Brandt, Carmel Thein.
Others Present: Sherri Broderius, Superintendent; Melissa Sparks, HS Principal, Judd Wheatley, Elem.
Principal, Kim Sandry, Business Manager, Jim Trulock, AD.

Chair Lane Schwitters called the meeting to order at 6:00 pm.
Pledge of Allegiance

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

Public comment: None.

Approval of Consent Agenda:

Motion by Ruiter, second by Alsum, to approve the consent agenda.
Motion carried by unanimous vote.

Adoption of Minutes

Approve payment of bills and financial report.

Accept Teacher Contract -A. Reszel.

Accept Teacher Contract- L. Atchison

Accept Para resignation – D. Allen-Titrud

Accept Para resignation – J. Berghorst – wants to still sub.

Approve Para Employment Agreement – R. Kimpling

Approve Para Employment Agreement – K. DuHoux

Approve Para Employment Agreement – D. Johnson

Approve Para Employment Agreement – A. Winter

Approve Cook Employment Agreement – N. Hoogheem

Approve Para Employment Agreement – M. Zurn

Approve 1-year Preschool Teacher Contract – L. Pauling

Approve 1-year Leave of Absence – K. Peper

Accept resignation of Dishwasher/Cook – K. Minke

Approve 1-year School Age Care Para Employment Agreement – K. Minke

Approve Para Employment Agreement – P. Wroblewski

Approve Para Employment Agreement – B. Willms

Approve Para Resignation – A. Enger

Approve Offering Coaches Ashley Larson for Cross Country, Emily Torkelson for JH
Volleyball.

Communications Reports:

Mr. Trulock: Plans for Fall sports.

Ms. Broderius, Mr. Wheatley, Ms. Sparks: District Opening School Plans

Committee Report: none

Business Items:

Motion by Mueller, second by Thein, to approve the Letter of Agreement with MACCRAY Education MN regarding Compensation of Coaches and Extra-Curricular Advisors.

Motion carried by unanimous vote.

Motion by Alsum, second by Ruitter, to approve Policy 808 – Covid 19 Face Covering. Motion carried by unanimous vote.

Motion by Thein, second by Mueller, to approve that a summary of minutes be published in the official newspaper per requirements of MN Statute Section 331A.01, Subdivision 10. Motion carried by unanimous vote.

Motion by Ruitter, second by Thein, to approve the 2020-2021 Student Handbook.

Motion carried by unanimous vote.

Meetings and Workshops:

Regular Board Meeting, Monday, Sept. 14, 2020, HS Cafeteria, 6pm.

Regular Board Meeting, Monday, October 12, 2020, HS Cafeteria, 6pm.

Regular Board Meeting, Monday, November 9, 2020, HS Cafeteria, 6pm.

Adjournment of Meeting

Motion by Ruitter, second by Alsum, for adjournment.

Motion carried by unanimous vote. Meeting adjourned at 6:37 pm.

Respectfully submitted,

Carmel Thein, Clerk

Kim Sandry, Business Manager

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	BND2		51824	5005	Check	1 4559	ICS		Yes	No	No	USD	08/21/2020	211,390.15
Bank Total: \$211,390.15														
2180	Pay		51724		Wire	1 2086		Minnesota UI Fund	No	No	No	USD	08/04/2020	6,422.20
2180	Pay		51793		Wire	1 00867		PERA	No	No	No	USD	08/17/2020	5,091.34
2180	Pay		51794		Wire	1 00868		MN Teachers Retirement Assoc.	No	No	No	USD	08/17/2020	23,055.05
2180	Pay		51795		Wire	1 2181		Aviben	No	No	No	USD	08/17/2020	11,716.56
2180	Pay		51796		Wire	1 2385		MN Department of Revenue	No	No	No	USD	08/17/2020	6,297.95
2180	Pay		51797		Wire	1 2875		Internal Revenue Service	No	No	No	USD	08/17/2020	40,165.04
2180	Pay		51860		Wire	1 00867		PERA	No	No	No	USD	08/28/2020	6,144.34
2180	Pay		51861		Wire	1 00868		MN Teachers Retirement Assoc.	No	No	No	USD	08/28/2020	22,424.52
2180	Pay		51862		Wire	1 2181		Aviben	No	No	No	USD	08/28/2020	11,743.56
2180	Pay		51863		Wire	1 2385		MN Department of Revenue	No	No	No	USD	08/28/2020	6,163.19
2180	Pay		51864		Wire	1 2875		Internal Revenue Service	No	No	No	USD	08/28/2020	40,388.11
2180	Pay		51746	52892	Check	1 3998		Aercor Inc.	Yes	No	No	USD	08/06/2020	8,919.75
2180	Pay		51736	52893	Check	1 1817		Bennett Office Technologies	Yes	No	No	USD	08/06/2020	1,548.62
2180	Pay		51745	52894	Check	1 3851		Blick Art Materials	Yes	No	No	USD	08/06/2020	1,210.48
2180	Pay		51730	52895	Check	1 00246		City of Raymond	Yes	No	No	USD	08/06/2020	138.54
2180	Pay		51726	52896	Check	1 00046		Clara City Herald	Yes	No	No	USD	08/06/2020	282.30
2180	Pay		51733	52897	Check	1 00379		Donners Service Station	Yes	No	No	USD	08/06/2020	835.06
2180	Pay		51727	52898	Check	1 00108	RE	Houghton Mifflin Harcourt Publishing Co.	Yes	No	No	USD	08/06/2020	157.02
2180	Pay		51751	52899	Check	1 4756		Kesler Science	Yes	No	No	USD	08/06/2020	598.00
2180	Pay		51744	52900	Check	1 3605		Klosterboer, Kristin	Yes	No	No	USD	08/06/2020	22.28
2180	Pay		51747	52901	Check	1 4626		Kubota Leasing	Yes	No	No	USD	08/06/2020	583.78
2180	Pay		51731	52902	Check	1 00267		MARC	Yes	No	No	USD	08/06/2020	1,119.25
2180	Pay		51743	52903	Check	1 3531		MARCO Technologies, LLC.	Yes	No	No	USD	08/06/2020	2,166.00
2180	Pay		51737	52904	Check	1 2126		Menards - Willmar	Yes	No	No	USD	08/06/2020	182.94
2180	Pay		51735	52905	Check	1 00761		Merle's Repair	Yes	No	No	USD	08/06/2020	161.65
2180	Pay		51728	52906	Check	1 00143		Pioneer Athletics	Yes	No	No	USD	08/06/2020	1,824.05
2180	Pay		51742	52907	Check	1 3096		PNC Equipment Finance	Yes	No	No	USD	08/06/2020	70,088.00
2180	Pay		51738	52908	Check	1 2347		Rochester Telecom Systems	Yes	No	No	USD	08/06/2020	29.17
2180	Pay		51749	52909	Check	1 4750		Scholastic News	Yes	No	No	USD	08/06/2020	98.18
2180	Pay		51748	52910	Check	1 4716		School Datebooks	Yes	No	No	USD	08/06/2020	1,237.35
2180	Pay		51750	52911	Check	1 4755		Screencastify, LLC	Yes	No	No	USD	08/06/2020	2,250.00
2180	Pay		51739	52912	Check	1 2496		SHI International Corp	Yes	No	No	USD	08/06/2020	134.00
2180	Pay		51734	52913	Check	1 00701		Southside Lumber	Yes	No	No	USD	08/06/2020	336.52
2180	Pay		51729	52914	Check	1 00231		Supreme School Supply	Yes	No	No	USD	08/06/2020	63.98
2180	Pay		51740	52915	Check	1 2943		Sweep Hardware	Yes	No	No	USD	08/06/2020	265.54
2180	Pay		51741	52916	Check	1 3065		Thooft Technologies	Yes	No	No	USD	08/06/2020	490.00

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		51732	52917	Check	1	00271	Zaner-Bloser	Yes	No	No	USD	08/06/2020	1,044.41
2180	Pay		51753	52918	Check	1	3099	Trish's Katering	Yes	No	No	USD	08/11/2020	767.55
2180	Pay		51755	52919	Check	1	1469	Xcel Energy	Yes	No	No	USD	08/12/2020	13.72
2180	Pay		51772	52920	Check	1	4259	Bosch, Lindsey	Yes	No	No	USD	08/12/2020	460.00
2180	Pay		51765	52921	Check	1	2450	Brothers Fire Protection Co.	Yes	No	No	USD	08/12/2020	855.00
2180	Pay		51761	52922	Check	1	01863	RE Central Counties Cooperative	Yes	No	No	USD	08/12/2020	377.14
2180	Pay		51756	52923	Check	1	00044	City of Clara City	Yes	No	No	USD	08/12/2020	840.52
2180	Pay		51757	52924	Check	1	00046	Clara City Herald	Yes	No	No	USD	08/12/2020	200.00
2180	Pay		51758	52925	Check	1	00048	Clara City Telephone Company	Yes	No	No	USD	08/12/2020	693.99
2180	Pay		51762	52926	Check	1	1169	Discount School Supply	Yes	No	No	USD	08/12/2020	98.87
2180	Pay		51771	52927	Check	1	4194	Drex-mart	Yes	No	No	USD	08/12/2020	174.81
2180	Pay		51766	52928	Check	1	2541	Haug-Kubota LLC	Yes	No	No	USD	08/12/2020	62.60
2180	Pay		51763	52929	Check	1	1268	Jim's Clothing & Sporting Good	Yes	No	No	USD	08/12/2020	742.50
2180	Pay		51773	52930	Check	1	4271	MACCRAY Class of 2023	Yes	No	No	USD	08/12/2020	15.00
2180	Pay		51770	52931	Check	1	3993	MACCRAY Football	Yes	No	No	USD	08/12/2020	420.00
2180	Pay		51768	52932	Check	1	3006	MACCRAY Lunch	Yes	No	No	USD	08/12/2020	3,510.00
2180	Pay		51776	52933	Check	1	4660	MACCRAY Tech Fees	Yes	No	No	USD	08/12/2020	20.00
2180	Pay		51759	52934	Check	1	00267	MARC	Yes	No	No	USD	08/12/2020	2,501.46
2180	Pay		51764	52935	Check	1	2126	Menards - Willmar	Yes	No	No	USD	08/12/2020	413.88
2180	Pay		51774	52936	Check	1	4410	MN PEIP	Yes	No	No	USD	08/12/2020	71,990.96
2180	Pay		51777	52937	Check	1	4759	Montevideo Publishing	Yes	No	No	USD	08/12/2020	375.00
2180	Pay		51769	52938	Check	1	3961	New Dominion School	Yes	No	No	USD	08/12/2020	2,476.90
2180	Pay		51767	52939	Check	1	2992	Pitney Bowes Global Financial Services	Yes	No	No	USD	08/12/2020	432.36
2180	Pay		51775	52940	Check	1	4491	rSchoolToday	Yes	No	No	USD	08/12/2020	2,060.00
2180	Pay		51778	52941	Check	1	4760	Sawas Learning Company LLC	Yes	No	No	USD	08/12/2020	2,348.35
2180	Pay		51779	52942	Check	1	4761	School Specialty	Yes	No	No	USD	08/12/2020	710.50
2180	Pay		51760	52943	Check	1	00734	Tostenson, Inc.	Yes	No	No	USD	08/12/2020	245.17
2180	Pay		51781	52944	Check	1	4758	DisruptED	Yes	No	No	USD	08/12/2020	5,000.00
2180	Pay		51783	52945	Check	1	4764	Reszel, Randall	Yes	No	No	USD	08/13/2020	750.00
2180	Pay		51782	52946	Check	1	4763	Reszel, Ron	Yes	No	No	USD	08/13/2020	750.00
2180	Pay		51785	52947	Check	1	00878	American Family -AFLAC	Yes	No	No	USD	08/17/2020	674.58
2180	Pay		51788	52948	Check	1	2985	Aviben	Yes	No	No	USD	08/17/2020	2,243.17
2180	Pay		51787	52949	Check	1	1039	Citizens Alliance Bank	Yes	No	No	USD	08/17/2020	310.00
2180	Pay		51792	52950	Check	1	4594	Kensington Bank	Yes	No	No	USD	08/17/2020	191.67
2180	Pay		51789	52951	Check	1	3014	LegalShield	Yes	No	No	USD	08/17/2020	12.95
2180	Pay		51786	52952	Check	1	00881	NCPERS Group Life Ins.	Yes	No	No	USD	08/17/2020	32.00
2180	Pay		51791	52953	Check	1	4575	Old National Bank	Yes	No	No	USD	08/17/2020	396.02
2180	Pay		51790	52954	Check	1	3844	United Way of West Central MN	Yes	No	No	USD	08/17/2020	10.00
2180	Pay		51784	52955	Check	1	00023	UNUM Life Insurance Company	Yes	No	No	USD	08/17/2020	260.75

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		51820	52956	Check	1	4767	3B Vineyard	Yes	No	No	USD	08/21/2020	240.00
2180	Pay		51807	52957	Check	1	2359	Amazon.com	Yes	No	No	USD	08/21/2020	8,968.65
2180	Pay		51806	52958	Check	1	2181	Aviben	Yes	No	No	USD	08/21/2020	110.99
2180	Pay		51811	52959	Check	1	3851	Blick Art Materials	Yes	No	No	USD	08/21/2020	40.68
2180	Pay		51800	52960	Check	1	00251	Clara City Implement	Yes	No	No	USD	08/21/2020	408.32
2180	Pay		51798	52961	Check	1	00077	Farmers Coop Oil Co.	Yes	No	No	USD	08/21/2020	777.13
2180	Pay		51812	52962	Check	1	3945	Firefly Computers	Yes	No	No	USD	08/21/2020	5,604.96
2180	Pay		51803	52963	Check	1	1404	Haug Implement	Yes	No	Yes	USD	08/21/2020	62.60
2180	Pay		51819	52964	Check	1	4766	Marcus, Michelle	Yes	No	No	USD	08/21/2020	20.00
2180	Pay		51805	52965	Check	1	2126	Menards - Willmar	Yes	No	No	USD	08/21/2020	105.67
2180	Pay		51817	52966	Check	1	4599	Nelson Auto Center	Yes	No	No	USD	08/21/2020	35,890.60
2180	Pay		51816	52967	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC	Yes	No	No	USD	08/21/2020	11,502.23
2180	Pay		51814	52968	Check	1	4371	Pieper, Rhonda	Yes	No	No	USD	08/21/2020	100.00
2180	Pay		51804	52969	Check	1	1640	Really Good Stuff	Yes	No	No	USD	08/21/2020	37.99
2180	Pay		51813	52970	Check	1	3987	Sarlettes Music	Yes	No	No	USD	08/21/2020	1,172.44
2180	Pay		51802	52971	Check	1	01912	Scan Air Filter, Inc.	Yes	No	No	USD	08/21/2020	727.46
2180	Pay		51818	52972	Check	1	4761	School Specialty	Yes	No	No	USD	08/21/2020	69.12
2180	Pay		51815	52973	Check	1	4441	School Specialty/Classroom Direct	Yes	No	No	USD	08/21/2020	23.76
2180	Pay		51821	52974	Check	1	4768	South Central Tent Rental, Inc.	Yes	No	No	USD	08/21/2020	2,690.00
2180	Pay		51810	52975	Check	1	3710	Studies Weekly Inc.	Yes	No	No	USD	08/21/2020	206.70
2180	Pay		51822	52976	Check	1	4769	Stueckrath, Kylie	Yes	No	No	USD	08/21/2020	320.00
2180	Pay		51799	52977	Check	1	00231	Supreme School Supply	Yes	No	No	USD	08/21/2020	147.75
2180	Pay		51809	52978	Check	1	3554	TRIO Supply Co	Yes	No	No	USD	08/21/2020	1,854.27
2180	Pay		51808	52979	Check	1	2498	University of Minnesota	Yes	No	Yes	USD	08/21/2020	0.00
2180	Pay		51801	52980	Check	1	00844	West Central Sanitation, Inc.	Yes	No	No	USD	08/21/2020	803.88
2180	Pay		51823	52981	Check	1	2677	Regents of the Univ of MN	Yes	No	No	USD	08/21/2020	99.00
2180	Pay		51825	52982	Check	1	2797	Minnesota Department of Health	Yes	No	No	USD	08/21/2020	40.00
2180	Pay		51844	52983	Check	1	4770	2080 Media, Inc. D/B/A PlayOn! Sports	Yes	No	No	USD	08/26/2020	5,000.00
2180	Pay		51839	52984	Check	1	3851	Blick Art Materials	Yes	No	No	USD	08/26/2020	17.63
2180	Pay		51827	52985	Check	1	00138	City of Maynard	Yes	No	No	USD	08/26/2020	88.68
2180	Pay		51831	52986	Check	1	1762	Donners Crossroads Truckstop	Yes	No	No	USD	08/26/2020	70.27
2180	Pay		51837	52987	Check	1	3592	Dooley's Natural Gas	Yes	No	No	USD	08/26/2020	2,488.62
2180	Pay		51833	52988	Check	1	2912	EMC Insurance Companies	Yes	No	No	USD	08/26/2020	500.00
2180	Pay		51843	52989	Check	1	4752	Glaeser, Cheryl Kay	Yes	No	No	USD	08/26/2020	4,333.32
2180	Pay		51845	52990	Check	1	4771	Global Language Connections	Yes	No	No	USD	08/26/2020	3,809.33
2180	Pay		51826	52991	Check	1	00105	Hillyard / Hutchinson	Yes	No	No	USD	08/26/2020	3,686.97
2180	Pay		51841	52992	Check	1	4271	MACCRAY Class of 2023	Yes	No	No	USD	08/26/2020	35.00
2180	Pay		51834	52993	Check	1	3006	MACCRAY Lunch	Yes	No	No	USD	08/26/2020	95.00
2180	Pay		51836	52994	Check	1	3531	MARCO Technologies, LLC.	Yes	No	No	USD	08/26/2020	150.00

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		51830	52995	Check	1	1750	MSBA	Yes	No	No	USD	08/26/2020	4,616.00
2180	Pay		51828	52996	Check	1	00178	Nicklasson Athletic Co.	Yes	No	No	USD	08/26/2020	1,885.00
2180	Pay		51829	52997	Check	1	00763	Pan-O-Gold Baking Company	Yes	No	No	USD	08/26/2020	78.50
2180	Pay		51832	52998	Check	1	2616	Roskens Plumbing, Heating	Yes	No	No	USD	08/26/2020	835.00
2180	Pay		51842	52999	Check	1	4750	Scholastic News	Yes	No	No	USD	08/26/2020	313.17
2180	Pay		51838	53000	Check	1	3710	Studies Weekly Inc.	Yes	No	No	USD	08/26/2020	159.00
2180	Pay		51835	53001	Check	1	3083	Stumps	Yes	No	No	USD	08/26/2020	164.41
2180	Pay		51840	53002	Check	1	4210	Tebben Enterprises, Inc.	Yes	No	No	USD	08/26/2020	11.00
2180	Pay		51847	53003	Check	1	4649	Westbrook, Renae	Yes	No	No	USD	08/26/2020	36.38
2180	Pay		51846	53004	Check	1	4245	Wheatley, Judd	Yes	No	No	USD	08/26/2020	25.14
2180	Pay		51848	53005	Check	1	4773	Jensen, Justin	Yes	No	No	USD	08/28/2020	90.00
2180	Pay		51849	53006	Check	1	3469	Kruger, Jessica	Yes	No	No	USD	08/28/2020	40.00
2180	Pay		51866	53007	Check	1	00878	American Family -AFLAC	Yes	No	No	USD	08/28/2020	728.08
2180	Pay		51869	53008	Check	1	2985	Aviben	Yes	No	No	USD	08/28/2020	2,305.66
2180	Pay		51868	53009	Check	1	1039	Citizens Alliance Bank	Yes	No	No	USD	08/28/2020	310.00
2180	Pay		51873	53010	Check	1	4594	Kensington Bank	Yes	No	No	USD	08/28/2020	191.67
2180	Pay		51870	53011	Check	1	3014	LegalShield	Yes	No	No	USD	08/28/2020	12.95
2180	Pay		51867	53012	Check	1	00881	NCBERS Group Life Ins.	Yes	No	No	USD	08/28/2020	32.00
2180	Pay		51872	53013	Check	1	4575	Old National Bank	Yes	No	No	USD	08/28/2020	396.02
2180	Pay		51871	53014	Check	1	3844	United Way of West Central MN	Yes	No	No	USD	08/28/2020	10.00
2180	Pay		51865	53015	Check	1	00023	UNUM Life Insurance Company	Yes	No	No	USD	08/28/2020	260.75
Bank Total:														
\$483,635.90														
2180	SA		51643	21794	Check	1	00077	Farmers Coop Oil Co.	Yes	No	Yes	USD	08/17/2020	(496.71)
2180	SA		51752	21795	Check	1	2968	The Line up	Yes	No	No	USD	08/06/2020	1,363.27
2180	SA		51780	21796	Check	1	01360	Thoma, Nancy	Yes	No	No	USD	08/12/2020	29.00
2180	SA		51850	21797	Check	1	3469	Kruger, Jessica	Yes	No	No	USD	08/28/2020	15.00
2180	SA		51852	21798	Check	1	4485	Arndt, Andrea	Yes	No	No	USD	08/28/2020	22.00
2180	SA		51859	21799	Check	1	4780	Devine, Sunshine	Yes	No	No	USD	08/28/2020	90.00
2180	SA		51854	21800	Check	1	4775	Freese, Candice	Yes	No	No	USD	08/28/2020	90.00
2180	SA		51856	21801	Check	1	4777	Garcia, Jamie	Yes	No	No	USD	08/28/2020	90.00
2180	SA		51858	21802	Check	1	4779	Lozano, Roxanne	Yes	No	No	USD	08/28/2020	90.00
2180	SA		51857	21803	Check	1	4778	Manson, Sara	Yes	No	No	USD	08/28/2020	90.00
2180	SA		51851	21804	Check	1	3663	Rhode, Traci	Yes	No	No	USD	08/28/2020	90.00
2180	SA		51853	21805	Check	1	4774	Stueckrath, Juanita	Yes	No	No	USD	08/28/2020	80.00
2180	SA		51855	21806	Check	1	4776	Walker, Kristina	Yes	No	No	USD	08/28/2020	44.00
Bank Total:														
\$1,596.56														
Report Total: \$696,622.61														

Ind. School District #2180
Exp Summary - Fd, Pro Series
Period Ending August 31, 2020

Sequence: Fd, Pro

		21ORIG											
Description		Annual Budget	Period 202102	Year To Date	% YTD Encumbrances	% YTD + Enc	Remaining Balance						
01	General												
	000 Administration	668,583.00	45,787.06	103,870.52	16%	18%	18,694.39	546,018.09					
	100 District Support Services	292,865.00	18,390.01	33,311.71	11%	12%	2,743.70	256,809.59					
	200 Elem & Secondary Regular Instr	4,201,440.00	15,907.10	44,893.89	1%	3%	68,869.34	4,087,676.77					
	300 Vocational Education Instr	210,757.00	0.00	1,659.65	1%	3%	4,562.06	204,535.29					
	400 Special Education Instr	1,662,398.00	4,466.05	6,269.59	0%	1%	5,883.49	1,650,244.92					
	600 Instructional Support Services	381,138.00	1,396.97	22,168.27	6%	15%	35,185.81	323,783.92					
	700 Pupil Support Services	948,870.00	7,416.39	14,201.46	1%	5%	37,952.39	896,716.15					
	800 Sites & Buildings	722,520.00	32,576.90	71,916.77	10%	15%	36,790.31	613,812.92					
	900 Fiscal & Other Fixed Costs	96,000.00	0.00	104,017.38	108%	109%	500.00	(8,517.38)					
01	General	9,184,571.00	125,940.48	402,309.24	4%	7%	211,181.49	8,571,080.27					
02	Food Service												
	700 Pupil Support Services	499,585.00	9,606.42	15,603.73	3%	4%	2,250.80	481,730.47					
02	Food Service	499,585.00	9,606.42	15,603.73	3%	4%	2,250.80	481,730.47					
04	Community Service												
	500 Community Ed & Services	550,483.00	7,566.51	14,255.00	3%	3%	4,315.70	531,912.30					
04	Community Service	550,483.00	7,566.51	14,255.00	3%	3%	4,315.70	531,912.30					
05	Capital Outlay												
	200 Elem & Secondary Regular Instr	0.00	0.00	0.00	0%	0%	7,509.83	(7,509.83)					
	600 Instructional Support Services	66,000.00	0.00	58,760.50	89%	98%	5,765.17	1,474.33					
	800 Sites & Buildings	295,151.00	0.00	1,700.00	1%	25%	70,943.00	222,508.00					
05	Capital Outlay	361,151.00	0.00	60,460.50	17%	40%	84,218.00	216,472.50					
07	Debt Redemption												
	900 Fiscal & Other Fixed Costs	2,205,070.00	0.00	522,513.78	24%	24%	0.00	1,682,556.22					
07	Debt Redemption	2,205,070.00	0.00	522,513.78	24%	24%	0.00	1,682,556.22					
21	Student Activity												
	200 Elem & Secondary Regular Instr	122,125.00	0.00	80.38	0%	2%	2,908.62	119,136.00					
21	Student Activity	122,125.00	0.00	80.38	0%	2%	2,908.62	119,136.00					
Report Totals:		12,922,985.00	143,113.41	1,015,222.63	8%	10%	304,874.61	11,602,887.76					

INVESTMENTS OUTSTANDING

June 30, 2020

MSDMAX Fund – MSDLAF

MSDMAX Fund Balance as of June 30, 2020	\$2,266.31
Interest - July 31, 2020	\$.39
Interest – August 31, 2020	\$.29
BALANCE	<u>\$2,266.99</u>

LIQUID ASSET FUND

Money Market Balance as of June 30, 2020	\$1,542.25
Interest – July 31, 2020	\$.14
Interest – August 31, 2020	\$.07
BALANCE	<u>\$1,542.46</u>

Heritage Bank N.A. (Savings)

Balance on June 30, 2020	\$46,030.28
Interest – July 31, 2020	\$12.90
Interest – August 31, 2020	\$12.20
BALANCE	<u>\$46,055.38</u>

Citizens Alliance Bank Special Money Market Savings

Balance as of June 30, 2020	\$4,215,124.28
Interest – July 31, 2020 (Transfer out \$550,000)	\$1002.07
Interest – Aug. 31, 2020 (Transfer in \$200,000)	957.12
BALANCE	<u>\$3,867,083.47</u>

September 2020 Activities Director Report

- I. **Girls Tennis and Cross Country are in progress with many revisions such as a shortened season, reduced number of events and many safety precautions have been put in place. Post season play has not yet been addressed by the MSHSL.**
- II. **The MSHSL is allowing a 3 week practice only season for football and volleyball. No scrimmages are allowed and they must keep pod sizes at 25 and under. They are allowed no more than 12 practices from September 14th to October 3rd. Coaches are not required to offer this 3 week season and it is their choice.**
- III. **The MSHSL is allowing a 3 week practice for the spring sports. No scrimmages are allowed and they must keep pod sizes at 25 and under. They are allowed no more than 12 practices from October 5th - October 24th. Coaches are not required to offer this 3 week season and it is their choice.**
- IV. **At this time the musical and all plays are on hold until we see if other indoor activities are going to be offered this winter.**
- V. **All winter activities are scheduled and at this time and we have not received any information that says they will not go on as planned. As we all know, things can change daily.**
- VI. **The MSHSL zoom meetings with the activity directors are now going to be every other week. We have been meeting weekly since March/April. The Camden Conference AD's continue to have weekly zoom meetings.**

Board Report
MACCRAY Elementary Schools
September 14, 2020

Student Support

- The students handled the first three weeks very well. There have been zero issues with masks,
- Both schools were supplied with a fla-vor-ice treat and mask break to combat the heat a couple of weeks ago.

Staff Support

- Beth Gustafson (Data and Assessment), Julie Dikken (Intervention Coach), Lyndsey Post (Title I Teacher), and I have reconfigured our Reading Support Programming in order to maximize student contact and clarify scheduling concerns. A document was shared with staff to outline the implementation.
 - All three of them have spent time in both buildings to answer questions, provide support, and assist as needed.

Testing/Academic Information

- Benchmarking for AIMSWeb and STAR Testing has gone smoothly, and we met our goal of having it done within the first three weeks of school. This information is used in determining our Response to Intervention and Title I groups.
- Mid-terms are on 9/16. We are now 1/8th of the way through the year
- The creation of our MACCRAY Literacy Plan is underway. This is something that was on the front burner in very early spring and was pre-empted by distance learning.

Back to School Information

- Reflection on the first three weeks:
 - Temp screening has gone smoothly. I am currently evaluating the efficiency to push back 5 more minutes since it has gone so well.
 - Inclement weather screening practices were put on the District website and have been utilized a couple of times already.
 - I want to thank the HS staff for helping with the screening process for our shuttle students!
 - Music and PE have spent a tremendous amount of time outside. With the cooler temperatures beginning 9/8, they did have to move inside for class.

General

- If parents or staff come to you with any elementary concerns, please direct them toward me, so that I may respond to their needs.

MACCRAY High School Board Report
Submitted by: Melissa Sparks
September 2020



Homecoming 20-21 Court: Kaisa Jaenisch, Logan Cronen, Carter Wrede, Will Asche, Brady Kientiz, Alison Koenen, Tommy Hoekstra, Raelee Bristle, Ashley Levitz-Mickels, and JoAnna Johnson

Hybrid Learning: We have completed four weeks of hybrid learning.

- Most students are doing a great job of masking up and following social distancing protocols.
- Students report that they:
 - are happy to be in school.
 - love the smaller class sizes.
- We are working on
 - increasing student attendance from home.
 - helping the students stay up to date with their classes by breaking down each quarter into chunks of three weeks each.
 - increasing opportunities for students to connect with staff at school when they are learning at home.

Distance Learning: We have hired Hailey Condon as our Distance Learning Liaison. As our distance learning Learning liaison Hailey will:

- Work in conjunction with the school success coordinator on student attendance and truancy issues.
- Make home visits as needed to address attendance and distance learning participation issues/concerns.
- Work in conjunction with teachers on staff and serve as a liaison between teachers and distance learning families.
- Develop a support network for distance learning families. (Stat: 21 of 33 distance learners accepted Hailey's link and connected with Hailey on the first day that Hailey posted the link.)
- Monitor students missing assignments. Notify parents of missing assignments.

We have already received a lot of positive feedback from distance learning students, parents, and staff. They are all grateful for the assistance that Hailey has been able to provide already on just her first week on the job!

Superintendent Report – Sherri Broderius

1. Review of MSHSL documents: They are listed on the FYI in your packets. Please read closely and ask questions because I will ask you to approve the "Membership Fee Summary" for \$3333 and the November COVID 19 installment of \$2500 right now. We will use Corona Relief Fund dollars to pay the \$2500 now. We will wait on the February membership until the second half of our fiscal year in the hope that we will have more money from the feds in Corona Relief Funding.

2. COVID decision making:

We stay in very close contact with MDH via the SWWC Regional Planning Support group. Shelly Maes leads that and is working very closely with state epidemiologists who in turn guide us when we have a positive case. Additionally, they begin contact tracing with the employee or student's family and advise us in our next decision making.

Countryside Public Health is enormously helpful as I am able to get zip code data on Raymond, Clara City and Maynard by the week. I keep Kris Boike close by on my phone and keep her apprised of MACCRAY data as she advises me from her perspective in public health. I get a weekly information chart from Kandiyohi County. This all guides us in making determinations about our learning scenarios.

This past week Judd and Nurse Laura worked in tandem once a positive case was identified to reach out to impacted staff and families from East. They followed all the protocols provided by MDH including communications to all people involved. Communications are provided by MDH and we do not waiver from that language.

3. Building Project:

* Ehlers representative will join us virtually to share an update on our finances related to the project. I am eager to share this with you.

* We are working with ICS and Eryn to create electronic publications for our communities and information for our newspaper.

* We are wrapping up discussions on interior and exterior finishes. Again, I celebrate how important it has been to have Carmel and Julie working with us. They have so many practical ideas to make this building flexible.

* We are on track to get specifications ready for what will hopefully be a healthy bidding climate coming up later this fall.

4. Title IX: Jim Menton, High School Principal from BOLD, will be with us on Monday evening to report to all of you the work he did for us on creation of forms for the Title IX policy. He is doing his internship of 40 hours with me. I thought policy work and presenting at a board meeting would be very practical for his initial project with me. Please welcome Jim to our meeting.

	Bond Building Account		Balance
Feb. 2020	Beginning Deposit		\$ 40,433,366.60
	Deposits	\$ 17,070.73	\$ 40,450,437.33
Mar-20	Deposits	\$ 127,015.64	\$ 40,577,452.97
	Withdrawals	\$ (539,281.39)	\$ 40,038,171.58
Apr-20	Deposits	\$ 80,723.65	\$ 40,118,895.23
	Withdrawals	\$ (204,511.01)	\$ 39,914,384.22
May-20	Deposits	\$ 901,656.08	\$ 40,816,040.30
	Withdrawals	\$ (724,901.83)	\$ 40,091,138.47
Jun-20	Deposits	\$ 149,260.82	\$ 40,240,399.29
	Withdrawals	\$ (291,602.94)	\$ 39,948,796.35
Jul-20	Deposits	\$ 87,074.70	\$ 40,035,871.05
	Withdrawals	\$ (321,581.56)	\$ 39,714,289.49
Aug-20	Deposits	\$ 185,675.57	\$ 39,899,965.06
	Withdrawals	\$ (321,898.70)	\$ 39,578,066.36

Bond Proceeds Investment Summary

02/21/2020 - 09/10/2020

MACCRAY ISD 2180 2020A (208536)

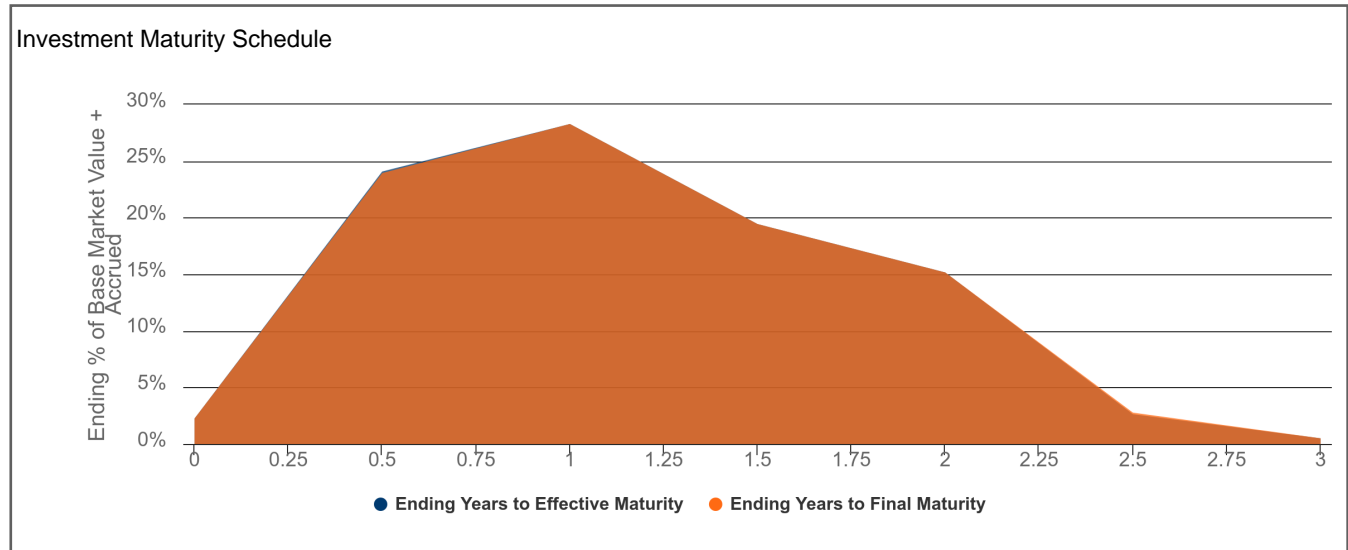
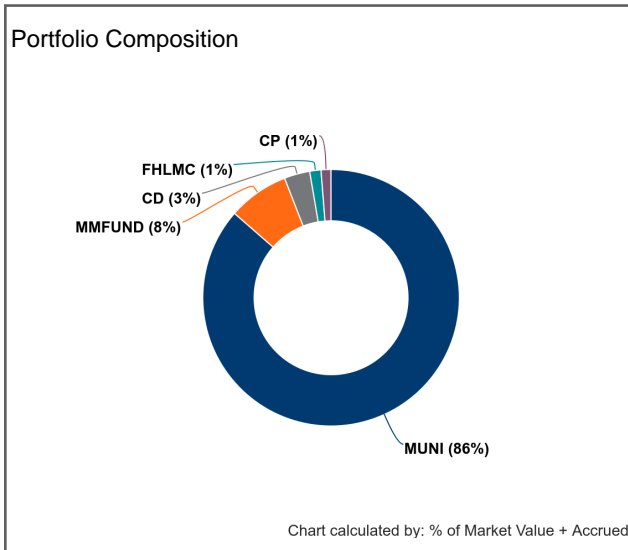
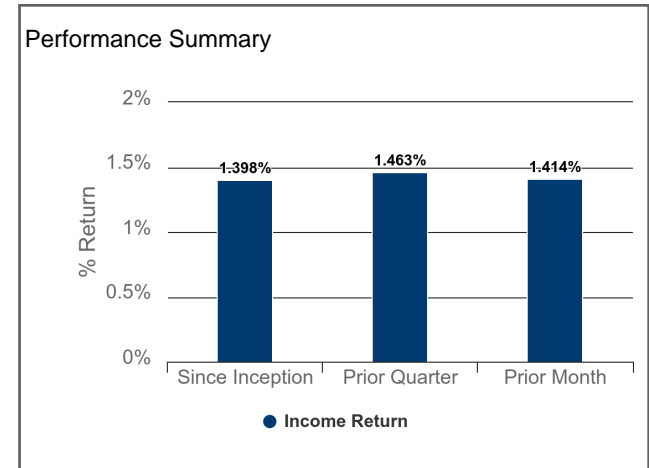
Dated: 09/11/2020

Portfolio Summary	
	Portfolio
Client	MACCRAY Public Schools
Custodian	TD Ameritrade
Source Account	943681320
Beginning Book Value + Accrued	40,433,366.60
Ending Accrued Balance	324,077.42
Ending Market Value	39,600,874.67
Ending Market Value + Accrued	39,924,952.08
Book Yield	1.48
Duration	1.07
S&P Rating	AA
Moody's Rating	Aa2

Footnote: 1

GAAP Income Detail	
Account	Coupon Payment
MACCRAY ISD 2180 2020A	679,445.41
Total	679,445.41

Footnotes: 2,3,4



1: * Weighted by: Ending Market Value + Accrued, except Book Yield by Ending Base Book Value + Accrued. 2: * Grouped by: Account. 3: * Groups Sorted by: Coupon Payment. 4: * Weighted by: Ending Market Value + Accrued.

MACCRAY ISD 2180 School Board
2019A Bond Proceeds Investment Report

as of Sept, 11, 2020

Interest Income Earned 2020 YTD	\$679,445
Projected Dividend & Coupon Payments	\$ 272,924
Projected Money Market Interest	\$ 10,000
Total Interest Earned and Projected	\$962,369
Original Interest Projected	\$404,334
Withdrawals YTD	(\$1,341,822)

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the "Affiliates"): Ehlers & Associates, Inc. ("EA"), a municipal advisor registered with the Municipal Securities Rulemaking Board ("MSRB") and the Securities and Exchange Commission ("SEC"); Ehlers Investment Partners, LLC ("EIP"), an investment adviser registered with the SEC; and Bond Trust Services Corporation ("BTS"), holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

This communication does not constitute an offer or solicitation for the purchase or sale of any investment (including without limitation, any municipal financial product, municipal security, or other security) or agreement with respect to any investment strategy or program. This communication is offered without charge to clients, friends, and prospective clients of the Affiliates as a source of general information about the services Ehlers provides. This communication is neither advice nor a recommendation by any Affiliate to any person with respect to any municipal financial product, municipal security, or other security, as such terms are defined pursuant to Section 15B of the Exchange Act of 1934 and rules of the MSRB. This communication does not constitute investment advice by any Affiliate that purports to meet the objectives or needs of any person pursuant to the Investment Advisers Act of 1940 or applicable state law.



Education and Leadership for a Lifetime

2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262, FAX (763) 569-0499 | www.mshsl.org

September 3, 2020

Dear Superintendent, School Board Members, Presidents and Heads of School,

The Minnesota State High School League has provided educational opportunities for students through education-based fine arts activities and athletics for over 100 years. In addition, it provides leadership, education and governance for 43 different activities and all member schools in Minnesota. The impacts of the COVID-19 pandemic have been profound, yet the value of student experiences in MSHSL activities and athletics is important and well documented. As a result, the desire of students, families, schools, and communities to continue to provide and take part in these important opportunities remains strong. The League remains committed to these two primary goals in this difficult year:

- Provide participation opportunities in MSHSL activities and athletics to the greatest extent possible, and
- Provide these opportunities in the safest way possible for all participants, coaches, directors, schools and communities.

The COVID-19 pandemic has had and will continue to have dramatic impacts on the operations and financial situation of the Minnesota State High School League, yet it has only increased the workload for the League as it has for you and your school. As a direct result of the programming impacts of COVID-19 and the reduction of revenue, the financial responsibility of our member schools will increase significantly for this 2020-2021 school year. As a member school, the details of your membership dues for this school year have been set by the Board of Directors at their August 4, 2020 Board Meeting. These details can be found in the enclosed document titled "2020-2021 Membership Fee Summary."

Background

The Minnesota State High School League has maintained a practice of limiting the financial support from member schools to the greatest extent possible, while continuing to be responsive to the strong desires of our schools to grow programming within our organization. The League does not receive any direct financial support from state funding, but rather is primarily funded through four major sources: tournament ticket sales, member school dues and fees, sponsorship agreements, and broadcast contracts. In addition, it is important to know that the MSHSL is required to hold reserves that may not exceed 50% or be less than 20% of the annual expenses of the League. Over the past few years, ticket sales at tournaments has declined and expenses in all categories have grown. Therefore, the League has made reductions and accessed available reserves which are now at the lower limit of approximately 20%.

While the Board of Directors constantly monitors the League's financial situation, this past school year additional review was done to address the growing gap between revenues and expenses. While actions have been taken to reduce the costs in nearly all areas within the League, in February of 2020, the Board of Directors made the decision to approve increased fees for member schools which were projected to increase the annual revenue from member schools from \$1.2 million to \$1.9 million. Given the magnitude of the programming and services that are provided, this amount will be well short of the costs of operations for 2020-2021. More detail on these membership services and the additional programming that has been added since 2007, please see the enclosed document titled "Membership Benefits." For the past few years, the League's annual budget has been approximately \$9 million. The primary source of revenue has been our state tournaments, with more than 75% of League revenue coming from ticket sales, sponsorships and broadcast revenues. More detail on the MSHSL budget for 2019-2020 and 2020-2021 are available on the attachment titled "Minnesota State High School League Budget Summary."

The anticipated loss of 75% of the League's revenue due to the uncertainty of state tournament events has created the need for further adjustments in our finance model. Looking back, the 2019-2020 fiscal year for the League withstood nearly \$600,000 in losses due to the cancellation of the final stages of the Girls Basketball State Tournament and the entirety of the Boys Basketball State Tournament. Through reductions in operational costs, staffing, printing costs and many more items, and the anticipated forgiveness of a Paycheck Protection Program Loan obtained by the League, the final budget for last year is predicted to finish at approximately the same level as it was projected.

Process

Recognizing the unprecedented challenge that the League faces this fiscal year, the MSHSL Board of Directors called for the creation of a Finance Task Force to study the current situation and provide recommendations to the Board of Directors for their review and action in developing a 2020-2021 Budget. This task force included member school representatives in the positions of school board members, superintendents, principals, activities administrators and coaches and included the members of the MSHSL Board of Directors Audit/Finance Committee. Representation was sought from public and nonpublic schools, including home schools, that were both large and small, as well as metro and outstate. A detailed summary is included in this packet and titled "Finance Task Force Summary."

The Task Force studied the annual budget, the financial impact of COVID-19 on programming and tournaments, the anticipated costs of maintaining critical aspects of League programming including catastrophic and concussion insurance for all student participants, education and certification of coaches, registration and certification of officials, leadership and management of all activities and programs, eligibility and governance of bylaws, policies and rules as well as many other services.

The MSHSL Finance Task Force recommended the following for the coming fiscal year:

- Approve an annual budget of \$5 million (reduced from approximately \$9.1 million in 2019-2020).
- Maintain all MSHSL activities and athletics to the greatest extent possible within the COVID-19 pandemic.
- Fund the basic costs of the MSHSL through member fees based on traditional membership dues and activity fees as well as two additional installments based on size of school.
- Provide member school refunds or credits if revenues exceed expenses for the 2020-2021 school year. These refunds or credits should be based on the membership fees as determined by the Board.
- Establish financial advisory committee that extends beyond the members of the Audit/Finance Committee of the Board of Directors.

At the August 4, 2020 Board of Directors meeting, the Board approved the recommendations of the Task Force and established member dues based on the model recommended by the Task Force. The model for the 2020-2021 membership fees is illustrated in the "Finance Task Force Summary" and the actual amounts for your school or schools are included as a separate attachment, titled "2020-2021 Membership Fee Summary."

Responsive Financial Actions

The Board of Directors has been proactive in managing the expenses of the League and has implemented a number of cost-cutting measures over the past 24 months. Among the many actions of the Board are these examples:

- The League reduced its staffing from 23.5 FTE to 19.5 FTE through layoffs and retirements that were not rehired. This resulted in a reduction of 17% of League Staff.
- Placed a freeze on salaries for employees of the League for the 2020-2021 fiscal year.
- Reduced printing costs of the State Tournament programs in 2019-2020 through reduced volume and creative program options and has taken steps to reduce cost even further in 2020-2021 should tournaments be possible.
- Eliminated the MSHSL *Bulletin* and replaced it with the online newsletter titled MSHSL *Connect*.

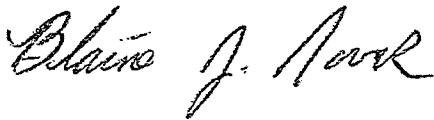
- Eliminated the costs of bi-annual Area Meetings and replaced these informative sessions with interactive online meetings for the entire state titled "*The LEAD Network.*"
- Reduced Board of Directors and Committee costs using online meetings which has eliminated most costs related to mileage, travel, food and lodging.
- Reduced operational costs of the MSHSL League Office through reduced maintenance, change in communications providers, significant reduction in staff expenses for travel, lodging, etc. and reductions in supplies.

Representatives of the League have been active in sharing the concerns regarding the MSHSL Budget over the past two years with our important professional organizations including Minnesota School Board Association (MSBA), Minnesota Association of School Administrators (MASA), Minnesota Association of Secondary School Principals (MASSP) and the Minnesota Association of Activities Administrators (MNIAAA). These presentations have taken place at annual conferences as well as direct interaction with the Board of Directors within each organization over the past few months. Each of the leadership groups in your fine organizations have shared their support for the opportunities and leadership provided by the League and recognize the unique challenges that the League has encountered.

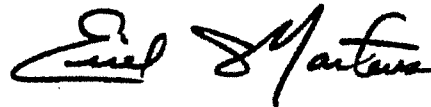
It is important for you to know that our Board has supported the actions to continue forward with the rebuild of our MSHSL website which is critical in the efforts to grow our communication with our activity administrators in each of our member schools, along with better informing the public of information and news of the MSHSL. With an initial rollout this past month, we are excited by the efficiencies it will provide and the ways it will better serve our member schools and the public.

With the direction of the Board of Directors and the creation of a model of an organization that is funded by its membership, the League is positioned to continue to lead our schools and provide opportunities for students. Everyone who participates in League activities and athletics thanks you and your school community for maintaining your membership and partnering in providing the opportunities that have long been a part of the Minnesota State High School League.

Sincerely,



Blaine Novak
President, MSHSL Board of Directors
Superintendent, New York Mills



Erich Martens
Executive Director, MSHSL

Enclosures:

- Finance Task Force Summary
- Membership Benefits
- Minnesota State High School League Budget Summary
- 2020-2021 Membership Fee Summary



2020-2021 MINNESOTA STATE HIGH SCHOOL LEAGUE

2020-2021 Membership Fee Summary for *MACCRAY High School*

This is not an invoice – please do not pay.
Schools will receive separate invoices on October 15, 2020 and January 15, 2021

*MACCRAY High School MSHSL Enrollment: 133

August Invoice Summary – sent July/August 2020, due 10/1/2020

Description	Fee
Annual Membership Fee	\$160.00
\$1 Per Student Fee	\$133.00
Activity Fee Registration Total (\$160 per activity)	\$3040.00

August Invoice TOTAL: **\$3333.00**

November Membership Fee – to be sent 10/15/2020, due 11/30/2020

Description	Fee
COVID-19 Installment 1	\$2500.00

February Membership Fee – to be sent 1/15/2021, due 2/28/2021

Description	Fee
COVID-19 Installment 2	\$2500.00

2020-2021 Membership Fee Total \$8333.00

*MSHSL Enrollments are determined in even-numbered years by the Board of Directors using the most current MARSS Report to the MDE for grades 9, 10, 11 and 12. From those enrollment numbers, the Board of Directors subtracts 40% of the free/reduced lunch count reported.



2020-2021 MINNESOTA STATE HIGH SCHOOL LEAGUE

Finance Task Force Summary

The MSHSL Board of Directors created a Finance Task Force to assist the League in creating a budget and a model of finance for the coming 2020-2021 school year. This task force was assembled with representation from large and small schools, public and nonpublic, as well as metro schools and outstate schools. Together this group reviewed historical financial information and programming costs. They assessed the current needs of the member schools and the impacts of the ongoing COVID-19 pandemic on MSHSL programming and finance. The primary tasks assigned by the Board of Directors was to prepare a potential budget that would sustain the programming and services that the MSHSL has provided for years and to build an equitable model of revenue to meet these needs.

The Task Force began with consensus on the guiding principles that would inform and direct the work that they would do. These guiding principles included:

- The opportunities provided for students in MSHSL activities and athletics are critical to the high school educational experience
- Maintaining current MSHSL programming and the support provided to our member schools are the major focus of the task force
- Building a sustainable financial model for the short term and long term is required.
- The model must address equity and fairness and recognize the unique characteristics of our member schools
- Sharing excess revenue back to member schools has been a consistent practice of the Minnesota State High School League and is a goal for future budgets

Through multiple meetings, and significant discussion along with the review of financial documents, and a strong consideration that state tournaments will not occur this year in the way they have in the past, the Task Force provided the Board of Directors with three potential models that could be used to equitably share the costs of the operations of the League across all members. The Board of Directors discussed these models and ultimately approved a hybrid model of membership dues which incorporates the activity fee model as a portion of the school's responsibility and then also added two additional membership dues installments that were identified by school size and mirrored the classification system that is in place for our four class athletic programs.

A basic grid of the installment plans for the 2020-2021 school year is shown here:

# of Schools	Enrollment	Class	Current Membership Fees due 10/1/2020	Installment Plan #1 due 11/30/2020	Installment Plan #2 due 2/28/2021
64	1234-3276	AAAA	Invoiced 8/1/2020	\$ 5,500	\$ 5,500
64	570-1228	AAA	Invoiced 8/1/2020	\$ 4,500	\$ 4,500
128	205-568	AA	Invoiced 8/1/2020	\$ 3,500	\$ 3,500
138	102-204	A	Invoiced 8/1/2020	\$ 2,500	\$ 2,500
66	51 - 100	A	Invoiced 8/1/2020	\$ 1,500	\$ 1,500
46	5-50	A	Invoiced 8/1/2020	\$ 500	\$ 500
Home Schools	1-4		Invoiced 8/1/2020	\$ 0	\$ 0
506			\$ 1,900,000	\$ 1,555,000	\$ 1,555,000

It is important to note that the installments will be invoiced approximately 45 days before the due date, and that these installments are in addition to the annual membership dues and corresponding activity fees for which each member school has already been invoiced.

The Task Force also provided two important recommendations for the MSHSL Board of Directors. These recommendations were also approved by the Board of Directors and will be implemented this school year in supporting the League financially going forward:

- The League should develop a strategic marketing plan, including accessing outside expertise, to generate significant financial support for MSHSL Athletics and Fine Arts, and
- The League should consider the creation of a (Coronavirus) Financial Advisory Committee with regular meetings to advise MSHSL staff and Board of Directors

The current plan for membership fees based on both activity fees plus installments over the course of the year based on school size was approved as a short-term plan. This would ensure that the League could continue to provide activities and services for member schools through a COVID-19 pandemic. When the effects of this pandemic subside, the League would continue forward with a long-term plan that aligns membership fees with the operational and insurance costs of the League. This long-term plan will be informed by the work of the Finance/Audit team along with the entire Board of Directors and created and approved by the Board of Directors later this school year.

The Minnesota State High School League thanks all of our member schools for their continued support and incredible work that they have done to create opportunities in our activities and athletics in the 2020-2021 school year.

Minnesota State High School League

Budget Summary

2019-2020 Approved Budget

2020-2021 Approved Budget

9/3/2020

	MSHSL Budget 2019-2020	MSHSL Approved Budget 2020-2021
Revenues		
Tournaments/Television/Sponsors	\$ 7,294,522	\$ -
School Registrations	\$ 1,216,000	\$ 5,000,000
Officials/Coaches Fee	\$ 443,500	\$ 170,000
Other/School Supplies	\$ 213,400	\$ 88,300
Total Revenues	\$ 9,167,422	\$ 5,258,300
Expenses		
Tournaments	\$ 3,345,150	\$ -
Membership Insurance	\$ 793,700	\$ 751,000
Membership Materials	\$ 283,900	\$ 223,200
Officials/Coaches	\$ 390,000	\$ 272,000
Personnel	\$ 3,385,200	\$ 2,982,000
Operations/Administration	\$ 1,376,900	\$ 1,144,200
Total Expenses	\$ 9,574,850	\$ 5,372,400
Excess of revenue over (under) expenses	(407,428)	(114,100)



MINNESOTA STATE HIGH SCHOOL LEAGUE

The following items for Member Schools were added at their request between 2007 and 2019. From 2007-2019, Member Schools Fees remained unchanged.

Added Activity or Athletic Programs:

- Robotics
- Clay Target
- Visual Arts
- Lacrosse

Safety Enhancements:

- Anyone Can Save a Life Program
- Purchase AED's for MSHSL events

Enhancements for Coaches

- Head Coaches Education Program
- Online Coaches Education Requirements

Enhancements for AD's

- New AD Education in conjunction with MNIAAA
- Athletic Directors Cohort
- Tournament Passes-AD's

Enhancements for Officials

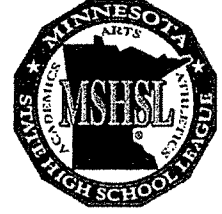
- Officials Background Checks
- Officials Training Clinics
- Officials Online Contracts
- Hire Coordinator of Officials
- Tournament Passes-Officials

Additional Programming and Services:

- HeadStrong Concussion Insurance Program
- Cyber Liability Insurance
- 4-Class Baseball/Softball
- 3-Class Golf
- 2 Nordic Ski Teams per Section
- 6A Football
- Instant Replay-Hockey & Football
- Qtr. Final Football Neutral Sites
- Consolation Basketball-Girls and Boys
- Baseball Pitch Counts
- Adapted Bowling Online Score Reporting
- QRF utilized for seeding
- TrackWrestling Program for Section/State
- Statewide media coverage of activities- Hire Media Specialist

Membership Benefits

MEMBER-REQUESTED SERVICES AND PROGRAMMING



-
- 43 programs including Athletics, Fine Arts, and Adapted Athletics
 - On-call administrative support for Member Schools
 - Coaches education
 - Officials registration and education
 - Leadership and professional development opportunities
 - Eligibility and governance
 - Legislative advocacy
 - Sports medicine
 - Concussion insurance
 - Catastrophic insurance
 - Recognition and awards programs
 - Tournament administration
 - Statewide media coverage of events
 - Technology systems and services
 - Activity specific technology support
 - Publications
-

MACCRAY Public Schools
711 Wolverine Drive, PO Box 690
Clara City, MN 56222

<<date>>

<<name>>

<<address1>>

<<address2>>

RE: Dismissal of a Formal Complaint of Sexual Harassment

We are writing to inform you that MACCRAY Public Schools has dismissed the formal complaint of sexual harassment filed against <<name>> on <<date>>. The grounds for the dismissal are:

- This claim would not meet the definition of sexual harassment, even if proven.
- This claim did not occur in the school district's education program or activity.
- This claim did not occur against a person in the United States.
- The complainant informed the Title IX Coordinator in writing that the complainant desired to withdraw the formal complaint or allegations therein.
- The respondent is no longer enrolled or employed by MACCRAY Public Schools.
- Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

Board Policy 522

VIII. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;
2. Did not occur in the school district's education program or activity; or
3. Did not occur against a person in the United States.

B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

- 2. The respondent is no longer enrolled or employed by the school district; or
 - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. § 122A.20, subd. 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

Formal Complaint of Sexual Harassment
MACCRAY Schools Policy 522

By completing this form, the complainant is requesting the school district investigate an allegation of sexual harassment. The names of the complainant(s) will remain confidential

1. Printed name of person filing the formal complaint: _____

Signature of person filing the formal complaint: _____

The complainant is a student a staff member other

Complainant's phone number: (_____) _____ - _____

2. Date(s) the sexual harassment occurred: _____
Is the harassment continuing? YES NO

3. Please describe what happened and how it is affecting you and your performance. Please use additional sheets of paper if necessary. You may also attach any other relevant evidence you feel is relevant.

4. Please give the names and contact details of anyone who may have witnessed this harassment or anyone who has any relevant information.

This formal complaint must be submitted to the Title IX Coordinator in person, by mail, or by email. MACCRAY Public Schools' Title IX Coordinator is:

Sherri Broderius, Superintendent
(320) 847-2154
711 Wolverine Drive, PO Box 690
Clara City, MN 56222
broderiuss@maccray.k12.mn.us

At the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed. (select one): YES_____ NO_____

Board Policy 522 Section XII, Subsection A

Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

MACCRAY Public Schools
711 Wolverine Drive, PO Box 690
Clara City, MN 56222

<<date>>

<<name>>

<<address1>>

<<address2>>

RE: Request for interview

A grievance of a Title IX sexual harassment violation was filed with MACCRAY Public Schools on <<grievance date>>. A meeting has been scheduled to <<purpose of meeting>>. This meeting will be held on <<date>> at <<time>>. The meeting will be held at <<meeting location>>.

The following people will be participating in the meeting:

<<participant>>

<<participant>>

<<participant>>

<<participant>>

<<participant>>

<<participant>>

If you have questions you want the investigator to

Timeline for Grievance Process

Day 1	___/___/___	Date of Grievance
≤ Day 30	___/___/___	Completion of formal grievance process
≤ Day 35 days)	___/___/___	Appeal of Determination or Dismissal (above date +≤5 days)
≤ Day 65	___/___/___	Decision of appeal (above date +≤30 days)

Board Policy 522 Section III, Subsection J.4

The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.

Board Policy 522 Section III, Subsection J.5

Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

Board Policy 522 Section XII, Subsection A

Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

MACCRAY Public Schools
711 Wolverine Drive, PO Box 690
Clara City, MN 56222

<<date>>

<<name>>

<<address1>>

<<address2>>

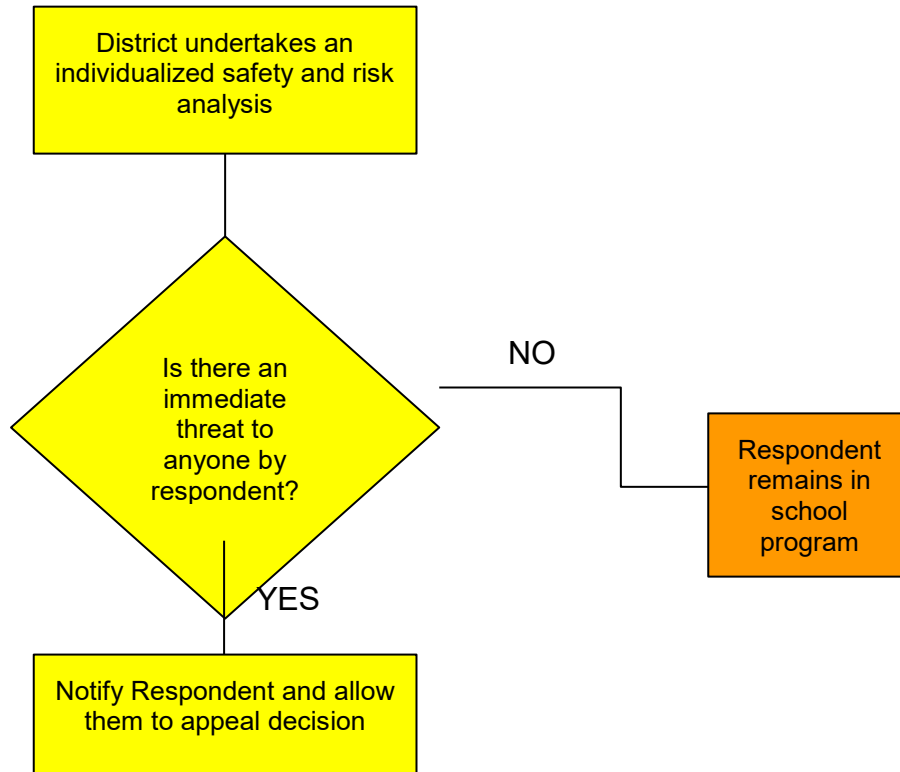
RE: Determination of Grievance of Sexual Harassment

A formal complaint of sexual harassment was filed on <<date>> to Sherri Broderius.
<<include all procedural steps followed throughout the process>>

<<Identify each allegation>>

<<State findings of fact>>

Process for Emergency Removal of Student Respondent



Board Policy 522

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

a. The school district undertakes an individualized safety and risk analysis;

b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The

school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Sherry Broderius, Superintendent
(320)847-2154
711 Wolverine Dr
Clara City MN 56222
broderiuss@maccray.k12.mn.us

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States

Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- A. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- B. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- C. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

- D. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- E. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- F. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- G. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other

course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

J. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

MACCRAY designates Sherri Broderius as the Title IX Coordinator

2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

MACCRAY designates Judd Wheatley as an Investigator

MACCRAY designates Melissa Sparks as an Investigator

3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

MACCRAY designates James Trulock as a Decision-maker

4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

MACCRAY designates Kim Sandry as Appellate Decision-maker

MACCRAY designates School Attorney as Appellate Decision-maker

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than

one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good

cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended

that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;
 2. Did not occur in the school district's education program or activity; or
 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. § 122A.20, subd. 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal

opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 3. Findings of fact supporting the determination;
 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the

determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
 - C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
 - D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
 - E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a

materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and

all unions holding collective bargaining agreements with the school district, with the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

[NOTE: School districts should consider amending their respective retention schedules to reflect the recordkeeping requirements discussed below].

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C. § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Formal Complaint of Sexual Harassment
MACCRAY Schools Policy 522

By completing this form, the complainant is requesting the school district investigate an allegation of sexual harassment. The names of the complainant(s) will remain confidential

1. Printed name of person filing the formal complaint: _____

Signature of person filing the formal complaint: _____

The complainant is a student a staff member other

Complainant's phone number: (_____)_____-_____

2. Date(s) the sexual harassment occurred: _____
Is the harassment continuing? YES NO

3. Please describe what happened and how it is affecting you and your performance. Please use additional sheets of paper if necessary. You may also attach any other relevant evidence you feel is relevant.

4. Please give the names and contact details of anyone who may have witnessed this harassment or anyone who has any relevant information.

This formal complaint must be submitted to the Title IX Coordinator in person, by mail, or by email. MACCRAY Public Schools' Title IX Coordinator is:

Sherri Broderius, Superintendent
(320) 847-2154
711 Wolverine Drive, PO Box 690
Clara City, MN 56222
broderiuss@maccray.k12.mn.us

At the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed. (select one): YES_____ NO_____

Board Policy 522 Section XII, Subsection A

Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Timeline for Grievance Process

- Day 1 ___/___/___ Date of Grievance
- ≤ Day 30 ___/___/___ Completion of formal grievance process
- ≤ Day 35 ___/___/___ Appeal of Determination or Dismissal (above date +≤5 days)
- ≤ Day 65 ___/___/___ Decision of appeal (above date +≤30 days)

Board Policy 522 Section III, Subsection J.4

The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.

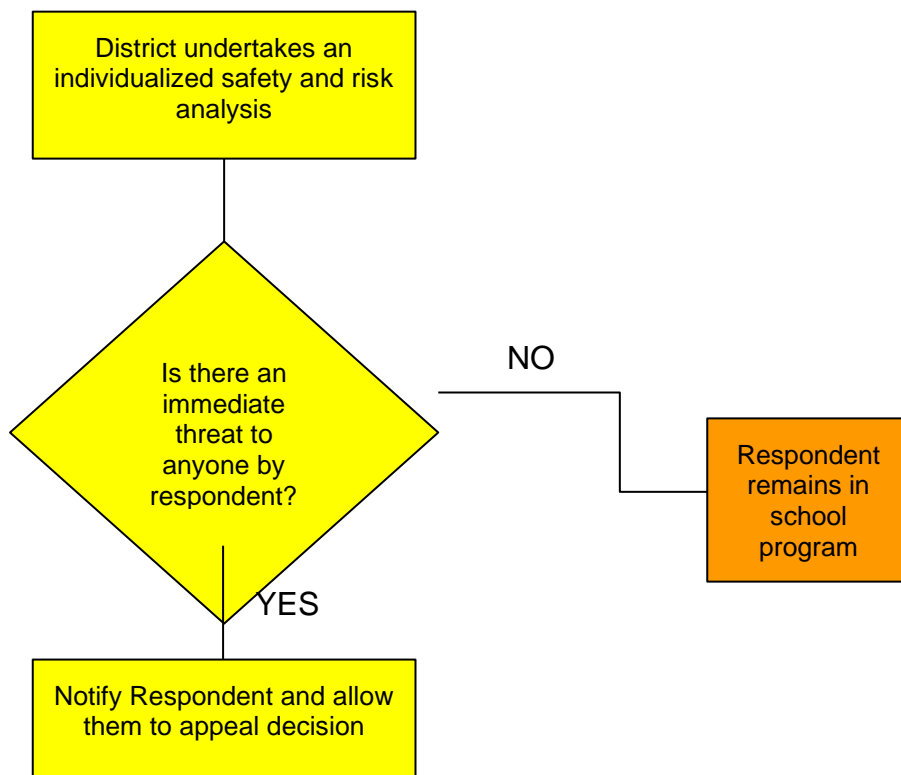
Board Policy 522 Section III, Subsection J.5

Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

Board Policy 522 Section XII, Subsection A

Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Process for Emergency Removal of Student Respondent



Board Policy 522

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

a. The school district undertakes an individualized safety and risk analysis;

b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The

school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

MACCRAY Public Schools
711 Wolverine Drive, PO Box 690
Clara City, MN 56222

<<date>>

<<name>>

<<address1>>

<<address2>>

RE: Determination of Grievance of Sexual Harassment

A formal complaint of sexual harassment was filed on <<date>> to Sherri Broderius.
<<include all procedural steps followed throughout the process>>

<<Identify each allegation>>

<<State findings of fact>>

MACCRAY Public Schools
711 Wolverine Drive, PO Box 690
Clara City, MN 56222

<<date>>

<<name>>

<<address1>>

<<address2>>

RE: Request for interview

A grievance of a Title IX sexual harassment violation was filed with MACCRAY Public Schools on <<grievance date>>. A meeting has been scheduled to <<purpose of meeting>>. This meeting will be held on <<date>> at <<time>>. The meeting will be held at <<meeting location>>.

The following people will be participating in the meeting:

<<participant>>

<<participant>>

<<participant>>

<<participant>>

<<participant>>

<<participant>>

If you have questions you want the investigator to ask the other party, submit those to the Title IX Coordinator.

MACCRAY Public Schools
711 Wolverine Drive, PO Box 690
Clara City, MN 56222

<<date>>

<<name>>

<<address1>>

<<address2>>

RE: Dismissal of a Formal Complaint of Sexual Harassment

We are writing to inform you that MACCRAY Public Schools has dismissed the formal complaint of sexual harassment filed against <<name>> on <<date>>. The grounds for the dismissal are:

- This claim would not meet the definition of sexual harassment, even if proven.
- This claim did not occur in the school district's education program or activity.
- This claim did not occur against a person in the United States.
- The complainant informed the Title IX Coordinator in writing that the complainant desired to withdraw the formal complaint or allegations therein.
- The respondent is no longer enrolled or employed by MACCRAY Public Schools.
- Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

Board Policy 522

VIII. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;
2. Did not occur in the school district's education program or activity; or
3. Did not occur against a person in the United States.

B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. § 122A.20, subd. 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

MACCRAY Public School Policy 522

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 522

Orig. 1995

Rev. 2020

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Sherry Broderius, Superintendent
(320)847-2154
711 Wolverine Dr
Clara City MN 56222
broderiuss@maccrav.k12.mn.us

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States

Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- A. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- B. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- C. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

- D. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- E. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- F. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- G. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual’s participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other

course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

J. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.

MACCRAY designates Sherri Broderius as the Title IX Coordinator

2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

MACCRAY designates Judd Wheatley as an Investigator

MACCRAY designates Melissa Sparks as an Investigator

3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

MACCRAY designates James Trulock as a Decision-maker

4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

MACCRAY designates Kim Sandry as Appellate Decision-maker

MACCRAY designates School Attorney as Appellate Decision-maker

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than

one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good

cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended

that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;
 2. Did not occur in the school district's education program or activity; or
 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. § 122A.20, subd. 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal

opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 3. Findings of fact supporting the determination;
 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the

determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a

materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and

all unions holding collective bargaining agreements with the school district, with the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

[NOTE: School districts should consider amending their respective retention schedules to reflect the recordkeeping requirements discussed below].

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C. § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Formal Complaint of Sexual Harassment
MACCRAY Schools Policy 522

By completing this form, the complainant is requesting the school district investigate an allegation of sexual harassment. The names of the complainant(s) will remain confidential

1. Printed name of person filing the formal complaint: _____

Signature of person filing the formal complaint: _____

The complainant is a student a staff member other

Complainant's phone number: (_____) _____ - _____

2. Date(s) the sexual harassment occurred: _____
Is the harassment continuing? YES NO

3. Please describe what happened and how it is affecting you and your performance. Please use additional sheets of paper if necessary. You may also attach any other relevant evidence you feel is relevant.

4. Please give the names and contact details of anyone who may have witnessed this harassment or anyone who has any relevant information.

This formal complaint must be submitted to the Title IX Coordinator in person, by mail, or by email. MACCRAY Public Schools' Title IX Coordinator is:

Sherri Broderius, Superintendent
(320) 847-2154
711 Wolverine Drive, PO Box 690
Clara City, MN 56222
broderiuss@maccray.k12.mn.us

At the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed. (select one): YES_____ NO_____

Board Policy 522 Section XII, Subsection A

Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Timeline for Grievance Process

- Day 1 ___/___/___ Date of Grievance
- ≤ Day 30 ___/___/___ Completion of formal grievance process
- ≤ Day 35 ___/___/___ Appeal of Determination or Dismissal (above date +≤5 days)
- ≤ Day 65 ___/___/___ Decision of appeal (above date +≤30 days)

Board Policy 522 Section III, Subsection J.4

The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.

Board Policy 522 Section III, Subsection J.5

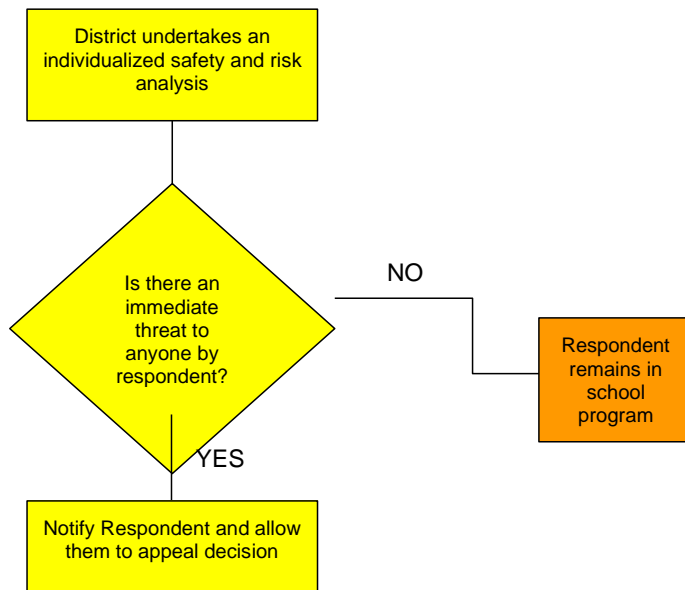
Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

Board Policy 522 Section XII, Subsection A

Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Process for Emergency Removal of Student Respondent

Commented [1]: From page 10



Board Policy 522

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

- a. The school district undertakes an individualized safety and risk analysis;
- b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
- c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The

school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

MACCRAY Public Schools
711 Wolverine Drive, PO Box 690
Clara City, MN 56222

<<date>>

<<name>>

<<address1>>

<<address2>>

RE: Determination of Grievance of Sexual Harassment

A formal complaint of sexual harassment was filed on <<date>> to Sherri Broderius.

<<include all procedural steps followed throughout the process>>

<<Identify each allegation>>

<<State findings of fact>>

MACCRAY Public Schools
711 Wolverine Drive, PO Box 690
Clara City, MN 56222

<<date>>

<<name>>
<<address1>>
<<address2>>

RE: Request for interview

A grievance of a Title IX sexual harassment violation was filed with MACCRAY Public Schools on <<grievance date>>. A meeting has been scheduled to <<purpose of meeting>>. This meeting will be held on <<date>> at <<time>>. The meeting will be held at <<meeting location>>.

The following people will be participating in the meeting:

<<participant>>
<<participant>>
<<participant>>
<<participant>>
<<participant>>
<<participant>>

If you have questions you want the investigator to

MACCRAY Public Schools
711 Wolverine Drive, PO Box 690
Clara City, MN 56222

Commented [2]: From page 12

<<date>>

<<name>>
<<address1>>
<<address2>>

RE: Dismissal of a Formal Complaint of Sexual Harassment

We are writing to inform you that MACCRAY Public Schools has dismissed the formal complaint of sexual harassment filed against <<name>> on <<date>>. The grounds for the dismissal are:

- This claim would not meet the definition of sexual harassment, even if proven.
- This claim did not occur in the school district's education program or activity.
- This claim did not occur against a person in the United States.
- The complainant informed the Title IX Coordinator in writing that the complainant desired to withdraw the formal complaint or allegations therein.
- The respondent is no longer enrolled or employed by MACCRAY Public Schools.
- Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

Board Policy 522

VIII. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;
2. Did not occur in the school district's education program or activity; or
3. Did not occur against a person in the United States.

B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. § 122A.20, subd. 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

MACCRAY PUBLIC SCHOOLS

2020-21 EMPLOYMENT AGREEMENT NOTICE of ASSIGNMENT With Bailey Wubben

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

JOB SUMMARY

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

TERMS OF EMPLOYMENT

8 Hours – TBD/School Days
Probation Period: 6 months
Wage: \$13.75 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed
My signature this 17 day of Aug, 2020.

Bailey Wubben
Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2020.

School Board Chair

School Board Clerk

MACCRAY PUBLIC SCHOOLS

2020-21 EMPLOYMENT AGREEMENT NOTICE of ASSIGNMENT With Debra Berghuis

JOB TITLE: Instructional Assistant

DEPARTMENT: Special Education

REPORTS TO: Principal, Special Education Coordinator and Special Education Teacher

JOB SUMMARY

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

TERMS OF EMPLOYMENT

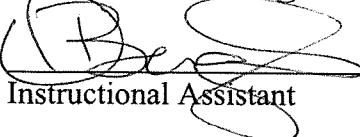
8 Hours – TBD/School Days
Probation Period: 6 months
Wage: \$13.75 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed
My signature this 18 day of August, 2020.


Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2020.

School Board Chair

School Board Clerk

MACCRAY PUBLIC SCHOOLS

2020-21 EMPLOYMENT AGREEMENT

With
Hailey Condon

JOB TITLE: Administrative Assistant/Instructional Assistant

DEPARTMENT: Administrative/Instructional

REPORTS TO: Principal

JOB SUMMARY

Works with students as directed by the Principal and Teachers. Additional duties as needed to assist the Teachers and students.

TERMS OF EMPLOYMENT

8 Hours – TBD/School Days

Probation Period: 6 months

Wage: \$14.25 per hour

Pay Dates: 15th and 30th of each month

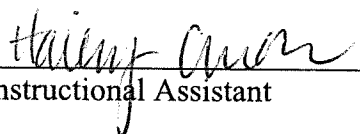
Other fringe benefits per the MACCRAY School Administrative Assistant Terms and Conditions of Employment.

EVALUATION

Performance of this job will be evaluated by the HS Principal.

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

IN WITNESS WHEREOF, I have subscribed
My signature this 7 day of September 2020.


Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2020.

School Board Chair

School Board Clerk

MACCRAY PUBLIC SCHOOLS

2020-21 EMPLOYMENT AGREEMENT

With

Jennifer Wassenaar

JOB TITLE: Technology Administrative Assistant

DEPARTMENT: Technology

REPORTS TO: Technology Coordinator and Principal

JOB SUMMARY

Works with students as directed by the Principal and Technology Coordinator. Additional technology duties as needed to assist the Technology Coordinator.

TERMS OF EMPLOYMENT

8 Hours – TBD/School Days

Probation Period: 6 months

Wage: \$14.25 per hour

Pay Dates: 15th and 30th of each month

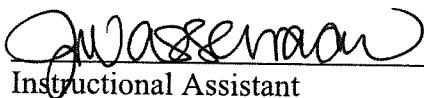
Other fringe benefits per the MACCRAY School Administrative Assistant Terms and Conditions of Employment.

EVALUATION

Performance of this job will be evaluated by the Technology Coordinator/HS Principal.

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

IN WITNESS WHEREOF, I have subscribed
My signature this 13 day of Aug, 2020.


Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2020.

School Board Chair

School Board Clerk

MACCRAY PUBLIC SCHOOLS

2020-21 EMPLOYMENT AGREEMENT NOTICE of ASSIGNMENT

With
Kathy Minke

JOB TITLE: School Aged Care/Custodial
DEPARTMENT: School Aged Care/Custodial
REPORTS TO: Elementary Principal/Head Custodian/Denise Smith

JOB SUMMARY

Works with school age care as directed by Denise Smith. Additional supervision of students may be assigned by the principal. Custodial work as directed by Scott VanHeuveln.

TERMS OF EMPLOYMENT

8 Hours – TBD/School Days- 1 year position
Probation Period: 6 months
Wage: \$15.00 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

Performance of this job will be evaluated by the Elementary Principal/Head Custodian/Denise Smith.

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

IN WITNESS WHEREOF, I have subscribed
My signature this 26 day of Aug, 2020.

Kathy Minke
Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2020.

School Board Chair

School Board Clerk

MACCRAY PUBLIC SCHOOLS

2020-21 EMPLOYMENT AGREEMENT NOTICE of ASSIGNMENT

With
Kathy Minke

JOB TITLE: School Aged Care/Custodial
DEPARTMENT: School Aged Care/Custodial
REPORTS TO: Elementary Principal/Head Custodian/Denise Smith

JOB SUMMARY

Works with school age care as directed by Denise Smith. Additional supervision of students may be assigned by the principal. Custodial work as directed by Scott VanHeuveln.

TERMS OF EMPLOYMENT

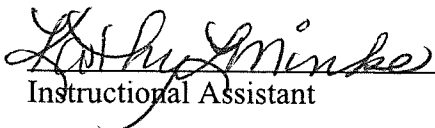
8 Hours – TBD/School Days- 1 year position
Probation Period: 6 months
Wage: \$15.00 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

Performance of this job will be evaluated by the Elementary Principal/Head Custodian/Denise Smith.

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

IN WITNESS WHEREOF, I have subscribed
My signature this 16 day of Aug, 2020.


Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2020.

School Board Chair

School Board Clerk

MACCRAY PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT NOTICE of ASSIGNMENT

With
Madeline Jarveis

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

JOB SUMMARY

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

TERMS OF EMPLOYMENT

8 Hours – TBD/School Days
Probation Period: 6 months
Wage: \$13.75 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed
My signature this 17 day of August 2020.

Madeline Jarveis
Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2020.

School Board Chair

School Board Clerk

MACCRAY PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT NOTICE of ASSIGNMENT

With
Paige Wrobleski

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

JOB SUMMARY

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

TERMS OF EMPLOYMENT

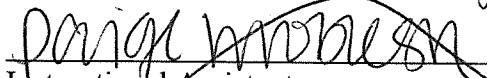
8 Hours – TBD/School Days
Probation Period: 6 months
Wage: \$13.75 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed
My signature this 14 day of Aug., 2020.


Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2020.

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 Joanne Wheatley a legally qualified and licensed teacher who agrees to teach in the public schools of said district as Distance Learning K-3 Teacher for the school year 2020-2021 only. This is a one year contract.

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

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

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

Table with 2 columns: Additional Service, Additional Compensation. Contains 2 rows of blank lines for service and compensation details.

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

\$ 50,170 For Basic Services: (\$55,000 at 145.4/159.4 days = 91%)
\$ For Additional Services as set forth in paragraph 6
\$ 50,170 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 27 day of August, 2020

Teacher: Joanne L. Wheatley

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

Independent School District No. 2180

Clerk: _____

Chairperson: _____