

**MACCRAY ISD 2180**  
**Clara City, MN 56222**  
**High School Media Center**  
**Monday, Sept. 13, 6pm, MACCRAY Board Room**  
**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 Bond Refinancing – Shelby McQuay – Ehlers with Resolution
- 5.0 Public Comment
- 6.0 Consent Agenda – Action Required
  - 6.1 Adoption of Minutes
  - 6.2 Approve payment of bills and financial report.
  - 6.3 Approve Activities Coaches and Advisors.
    - Jessica Roelofs - JH Volleyball
    - Whitney Erickson - Asst. Girls Tennis
    - Weight Room - Brittany Cook
    - Concessions Supervisor - Carol Krueger
    - Musical Directors - Phillip Iverson & Joel Gronseth
    - Pepband - Joel Gronseth
    - Yearbook - Josie Donner
    - National Honor Society - Laura Bristle
  - 6.4 Approve Employment Agreement with Dishwasher – T. Sik
  - 6.5 Approve removal of Policy 808 – Covid-19 Face Covering Policy.
  - 6.6 Approve Employment Agreement with Paraprofessional – A. Cisneros
  - 6.7 Approve Employment Agreement with Admin. Assistant – T. Reszel
  - 6.8 Accept Paraprofessional Resignation – L. Olivier
  - 6.9 Approve Employment Agreement with Paraprofessional – B. Spieker
  - 6.10 Approve Employment Agreement with Elem. School Counselor – A. Wendorff
  - 6.11 Approve Employment Agreement with Paraprofessional – K. Link
  - 6.12 Approve Employment Agreement with Paraprofessional – H. Berghuis
  - 6.13 Approve Change Order required by the State of MN in the plan review.
- 7.0 Communication Report
  - 7.1 Others
    - 7.1.1 ICS – Dan Hiemenz
  - 7.2 Administrative Reports
    - 7.2.1 Jim Trulock, Activities Director
    - 7.2.2 Mitchell Kent, Elementary Principal
    - 7.2.3 Judd Wheatley, High School Principal
    - 7.2.4 Sherri Broderius, Superintendent
  - 7.3 Committee Reports
    - 7.3.1 Negotiations Report
- 8.0 Discussion items – No action required

9.0 Business items – Action Required

9.1 Approve 2<sup>nd</sup> Reading of Policy 506- Student Discipline.

9.2 Certify the Levy for the maximum amount.

9.3 Approve first and final reading of Policy 102 – Equal Educational Opportunity

9.4 Approve first and final reading of Policy 406 – Public and Private Personnel Data.

9.5

10.0 Upcoming Meetings

11.0 Adjournment

**Minutes of the Board of Education  
Independent School District #2180  
Regular Meeting #2  
Monday, August 9, 2021 6:00 PM  
Construction Trailer/Live Stream**

Members Present: Tate Mueller, Julie Alsum, Scott Ruiter, Debi Brandt, Lane Schwitters, Carmel Thein.  
Others Present: Sherri Broderius, Superintendent; Judd Wheatley, HS Principal, Kim Sandry, Business Manager; Dan Hiemenz, ICS.

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

Pledge of Allegiance

Motion by Thein, second by Schwitters, to approve the agenda as presented.

Motion carried by unanimous vote.

Public comment: Clint Van De Riet, Kara Dirksen.

Approval of Consent Agenda:

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

Motion carried by unanimous vote.

Adoption of Minutes

Approve payment of bills and financial report.

Approve 1-year teacher contract – H. (Enstad) DeBlick

Approve 1-year teacher contract – W. Erickson

Approve Teacher contract – N. Erickson

Approve Teacher contract – T. Belanger

Approve Resignation of Paraprofessional – M. Zurn

Approve Resignation of Paraprofessional – A. Carter

Approve Resignation of Paraprofessional – M. Jarveis

Approve Retirement of Paraprofessional – J. Pauling

Approve Employment Agreement – M. Meyer

Approve Employment Agreement – Paraprofessional – S. Halvorson

Approve Fall coaches.

Cole Christopher – Head Varsity Football

Tyler Anderson – Asst. Varsity Football

Trent Carlson – JV & Asst. Football

Brandon Grund – JV & Asst. Football

Andrew DuHoux – JH Football

Seth Falk – JH Football

Football Volunteers: Kelby Jaenisch, Ben Burner

Deb Hoberg – Head Varsity B&G Cross Country (RCW)

Ashley Cook – Asst. B&G Cross Country

Terese Bourne – Head Varsity Volleyball

Tory Brouwer – B Squad Volleyball  
Emily Carlson – C Squad Volleyball  
Brittany Koenen – JH Volleyball  
Volleyball Volunteers: Brenda Schwitters, Sydney Schwitters, Olivia Ruitter,  
Piper Asche, Danni Burns, Ellie Thein  
Lindsey Bosch – Head Coach Girls Tennis  
Whitney Erickson – Volunteer – possible asst depending on numbers  
Tennis Volunteers: Ashley Trulock, Annie Sandry, Riley Essendrup  
Cole Christopher and Seth Falk – Weight Room

Approve 21-23 Contract – Superintendent  
Approve 21-23 Contract – Food Service Director  
Approve 21-23 Contract – Business Assistant  
Approve 21-23 Contract – Business/Payroll Assistant  
Approve 21-23 Contract – MARSS/Admin Assist.  
Approve 21-23 Contract – Business Manager  
Approve 21-23 Terms and Conditions - Custodians  
Approve 21-23 Terms and Conditions – Food Service  
Approve 21-23 Terms and Conditions – Admin. Assistants  
Approve 21-23 Terms and Conditions - Paraprofessionals

Communications Reports:

Dan Hiemenz: Construction project schedule and budget update.  
Mr. Kent: Written report  
Mr. Trulock: Fall Sports update  
Mr. Wheatley – MDH update  
Ms. Broderius: Covid news, constructions, policies.

Committee Report: POC update – Thein.

Business Items:

Motion by Ruitter, second by Mueller, to approve the 1<sup>st</sup> Reading of Policy 506-Student Discipline.  
Motion carried by unanimous vote.

Motion by Thein, second by Brandt, to approve Policy 514- Bullying Prohibition. Motion carried by unanimous vote.

Motion by Schwitters, second by Brandt, to approve Policy 206- Public Participation in School Board Meetings with the additions of 3 minute time limit per speaker, and people are “required” instead of “encouraged” to notify the Superintendent’s Office by noon on the day of the Board meeting to be able to speak at the meeting and the comments will be at the beginning of the meeting. Motion carried by unanimous vote.

Motion by Brandt, second by Alsum, to approve that the District will follow whatever Palmer Bus is mandated to do in regards to mask and Covid protocols. Motion carried by 5-1 vote.

Meetings and Workshops:

Regular Board Meeting, Monday, September 13, 6pm, MACCRAY High School.

Regular Board Meeting, Monday, October 11, 6pm, MACCRAY High School.

Regular Board Meeting, Nov. 8, MACCRAY High School, 6pm

Truth in Taxation Presentation, Dec. 13, MACCRAY High School, 6pm

Regular Board Meeting, Dec. 13, MACCRAY High School, following TNT meeting

Tour of remodeling/construction project.

Adjournment of Meeting

Motion by Schwitters, second by Thein, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 7:16 pm.

Respectfully submitted,

Carmel Thein, Clerk

Kim Sandry, Business Manager

**INVESTMENTS OUTSTANDING**

**June 30, 2021**

**MSDMAX Fund – MSDLAF**

MSDMAX Fund Balance as of June 30, 2021	\$2,267.98
Interest - July 31, 2021	\$.06
Interest – August 31, 2021	.06
<b>BALANCE</b>	<b><u>\$2,268.10</u></b>

**LIQUID ASSET FUND**

Money Market Balance as of June 30, 2021	\$1,542.78
Interest – July 31, 2021	\$.01
Interest – August 31, 2021	\$.01
<b>BALANCE</b>	<b><u>\$1,542.80</u></b>

**Heritage Bank N.A. (Savings)**

Balance on June 30, 2021	\$46,137.88
Interest – July 31, 2021	\$6.70
Interest – August 31, 2021	\$5.66
<b>BALANCE</b>	<b><u>\$46,150.24</u></b>

**Citizens Alliance Bank  
Special Money Market Savings**

Balance as of June 30, 2021	\$4,825,050.92
Interest – July 31, 2021 (Transfer out \$1,352,000)	\$802.41
Interest – August 31, 2021 (Transfer in \$1,200,000)	901.12
<b>BALANCE</b>	<b><u>\$4,674,754.45</u></b>

**Ind. School District #2180**  
**Exp Summary - Fd, Pro Series**  
**Period Ending August 31, 2021**

Sequence: Fd, Pro

		<b>22ORIG</b>											
		<b>Annual Budget</b>	<b>Period 202202</b>	<b>Year To Date</b>	<b>% YTD</b>	<b>Encumbrances</b>	<b>+ Enc</b>	<b>% YTD</b>	<b>Remaining</b>				
									<b>Balance</b>				
<b>Description</b>	<b>01 General</b>												
000 Administration		676,152.00	39,559.79	78,667.75	12%	9,815.49		13%	587,668.76				
100 District Support Services		295,037.00	18,071.11	33,271.06	11%	13,532.31		16%	248,233.63				
200 Elem & Secondary Regular Instr		3,829,637.00	13,185.90	36,943.97	1%	87,429.02		3%	3,705,264.01				
300 Vocational Education Instr		224,379.00	0.00	0.00	0%	4,206.42		2%	220,172.58				
400 Special Education Instr		1,672,398.00	7,025.39	9,110.62	1%	37,356.76		3%	1,625,930.62				
600 Instructional Support Services		579,317.00	5,774.32	23,845.43	4%	101,772.95		22%	453,698.62				
700 Pupil Support Services		1,063,606.00	6,609.54	13,219.07	1%	6,186.84		2%	1,044,200.09				
800 Sites & Buildings		813,732.00	32,989.67	53,919.93	7%	43,242.37		12%	716,569.70				
900 Fiscal & Other Fixed Costs		103,020.00	0.00	98,667.53	96%	0.00		96%	4,352.47				
01 General		9,257,278.00	123,215.72	347,645.36	4%	303,542.16		7%	8,606,090.48				
02 Food Service													
700 Pupil Support Services		479,400.00	10,143.03	15,497.97	3%	6,928.91		5%	456,973.12				
02 Food Service		479,400.00	10,143.03	15,497.97	3%	6,928.91		5%	456,973.12				
04 Community Service													
500 Community Ed & Services		581,742.00	6,510.01	25,950.81	4%	10,710.85		6%	545,080.34				
04 Community Service		581,742.00	6,510.01	25,950.81	4%	10,710.85		6%	545,080.34				
05 Capital Outlay													
200 Elem & Secondary Regular Instr		20,000.00	0.00	0.00	0%	24,234.90		121%	(4,234.90)				
600 Instructional Support Services		15,000.00	0.00	0.00	0%	1,579.00		11%	13,421.00				
800 Sites & Buildings		215,278.00	0.00	88,358.18	41%	94,060.05		85%	32,859.77				
05 Capital Outlay		250,278.00	0.00	88,358.18	35%	119,873.95		83%	42,045.87				
07 Debt Redemption													
900 Fiscal & Other Fixed Costs		2,644,813.00	0.00	552,406.25	21%	0.00		21%	2,092,406.75				
07 Debt Redemption		2,644,813.00	0.00	552,406.25	21%	0.00		21%	2,092,406.75				
21 Student Activity													
200 Elem & Secondary Regular Instr		0.00	0.00	2,121.00	0%	3,377.50		0%	(5,498.50)				
21 Student Activity		0.00	0.00	2,121.00	0%	3,377.50		0%	(5,498.50)				
<b>Report Totals:</b>		<b>13,213,511.00</b>	<b>139,868.76</b>	<b>1,031,979.57</b>	<b>8%</b>	<b>444,433.37</b>		<b>11%</b>	<b>11,737,098.06</b>				

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

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
BND2		53930	5074	Check	1	4897	BCI Construction Inc.		Yes	No	No	08/11/2021	114,027.00
BND2		53932	5075	Check	1	4900	Collins Precast		Yes	No	No	08/11/2021	336,499.50
BND2		53924	5076	Check	1	01346	Duininck Incorporated		Yes	No	No	08/11/2021	573,257.90
BND2		53926	5077	Check	1	3785	Floor to Ceiling Store		Yes	No	No	08/11/2021	432,263.50
BND2		53934	5078	Check	1	4902	Gunion Painting LLC		Yes	No	No	08/11/2021	19,950.00
BND2		53937	5079	Check	1	4934	Heartland Glass Co		Yes	No	No	08/11/2021	112,100.00
BND2		53927	5080	Check	1	4859	John Foley Masonry, Inc.		Yes	No	No	08/11/2021	55,575.00
BND2		53936	5081	Check	1	4933	LVC Companies		Yes	No	No	08/11/2021	28,500.00
BND2		53931	5082	Check	1	4899	Marshall Machine Shop, Inc		Yes	No	No	08/11/2021	123,387.79
BND2		53933	5083	Check	1	4901	Masters Plumbing Heating & Cooling LLC		Yes	No	No	08/11/2021	204,467.87
BND2		53929	5084	Check	1	4861	Regal Contractors, Inc		Yes	No	No	08/11/2021	161,121.90
BND2		53928	5085	Check	1	4860	Spartan Steel Erectors		Yes	No	No	08/11/2021	147,020.10
BND2		53938	5086	Check	1	4935	St. Cloud Acoustics		Yes	No	No	08/11/2021	7,444.00
BND2		53935	5087	Check	1	4907	Ultra Concrete		Yes	No	No	08/11/2021	241,182.96
BND2		53923	5088	Check	1	00666	West Central Roofing Cont.		Yes	No	No	08/11/2021	143,206.07
BND2		53925	5089	Check	1	2751	Willmar Electric Service		Yes	No	No	08/11/2021	401,612.50
BND2		53939	5090	Check	1	4559	ICS		Yes	No	No	08/11/2021	142,981.67
BND2		54013	5091	Check	1	4798	Braun Intertec Corporation		Yes	No	No	08/20/2021	19,016.00
BND2		54012	5092	Check	1	3704	IEA, Inc		Yes	No	No	08/20/2021	1,065.60
BND2		54037	5093	Check	1	4941	Dennis Environmental Operations		Yes	No	No	08/31/2021	91,092.05
Bank Total:													
Pay		53870		Wire	1	00867	PERA		No	No	No	08/02/2021	5,126.83
Pay		53871		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	08/02/2021	24,624.44
Pay		53872		Wire	1	2181	Aviben		No	No	No	08/02/2021	9,662.81
Pay		53873		Wire	1	2385	MN Department of Revenue		No	No	No	08/02/2021	6,670.51
Pay		53874		Wire	1	2875	Internal Revenue Service		No	No	No	08/02/2021	42,947.17
Pay		53875		Wire	1	2985	Aviben FLEX		No	No	No	08/02/2021	3,443.21
Pay		53975		Wire	1	00867	PERA		No	No	No	08/13/2021	4,716.10
Pay		53976		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	08/13/2021	23,975.72
Pay		53977		Wire	1	2181	Aviben		No	No	No	08/13/2021	9,390.63
Pay		53978		Wire	1	2385	MN Department of Revenue		No	No	No	08/13/2021	6,298.56
Pay		53979		Wire	1	2875	Internal Revenue Service		No	No	No	08/13/2021	39,857.40
Pay		53980		Wire	1	2985	Aviben FLEX		No	No	No	08/13/2021	3,318.21
Pay		54031		Wire	1	00867	PERA		No	No	No	08/30/2021	6,840.04
Pay		54032		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	08/30/2021	24,404.61
Pay		54033		Wire	1	2181	Aviben		No	No	No	08/30/2021	11,576.87
Pay		54034		Wire	1	2385	MN Department of Revenue		No	No	No	08/30/2021	6,439.49
Pay		54035		Wire	1	2875	Internal Revenue Service		No	No	No	08/30/2021	42,756.88



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

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		54036		Wire	1	2985	Aviben FLEX		No	No	No	08/30/2021	3,380.71
Pay		53885	54679	Check	1	1469	Xcel Energy		Yes	No	No	08/04/2021	155.78
Pay		53886	54680	Check	1	4016	Almich's Market		Yes	No	No	08/04/2021	19.46
Pay		53888	54681	Check	1	2359	Amazon.com		Yes	No	No	08/05/2021	4,469.91
Pay		53889	54682	Check	1	2923	VISA - CABank		Yes	No	No	08/05/2021	1,692.11
Pay		53906	54683	Check	1	2833	Apple Inc.		Yes	No	No	08/05/2021	1,579.00
Pay		53902	54684	Check	1	1817	Bennett Office Technologies		Yes	No	No	08/05/2021	1,256.84
Pay		53905	54685	Check	1	2450	Brothers Fire Protection Co.		Yes	No	No	08/05/2021	1,932.00
Pay		53899	54686	Check	1	01432	Chappell Central, Inc.		Yes	No	No	08/05/2021	1,255.58
Pay		53891	54687	Check	1	00044	City of Clara City		Yes	No	No	08/05/2021	1,064.44
Pay		53894	54688	Check	1	00246	City of Raymond		Yes	No	No	08/05/2021	131.78
Pay		53892	54689	Check	1	00048	Clara City Telephone Company		Yes	No	No	08/05/2021	711.20
Pay		53896	54690	Check	1	00379	Donners Service Station		Yes	No	No	08/05/2021	87.35
Pay		53915	54691	Check	1	4931	EnviroBate		Yes	No	No	08/05/2021	727.85
Pay		53916	54692	Check	1	4932	Erpsted, Brittney		Yes	No	No	08/05/2021	54.60
Pay		53893	54693	Check	1	00105	Hillyard / Hutchinson		Yes	No	No	08/05/2021	2,167.66
Pay		53900	54694	Check	1	1268	Jim's Clothing & Sporting Good		Yes	No	No	08/05/2021	349.55
Pay		53913	54695	Check	1	4626	Kubota Leasing		Yes	No	No	08/05/2021	583.78
Pay		53907	54696	Check	1	2877	Matheson Tri Gas		Yes	No	No	08/05/2021	200.00
Pay		53898	54697	Check	1	00761	Merle's Repair		Yes	No	No	08/05/2021	94.40
Pay		53912	54698	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC		Yes	No	No	08/05/2021	13,290.28
Pay		53903	54699	Check	1	2284	Northern Business Products		Yes	No	No	08/05/2021	1,095.53
Pay		53909	54700	Check	1	2992	Pitney Bowes Global Financial Services		Yes	No	No	08/05/2021	432.36
Pay		53901	54701	Check	1	1640	Really Good Stuff		Yes	No	No	08/05/2021	31.51
Pay		53914	54702	Check	1	4919	Reese Prokosch		Yes	No	No	08/05/2021	300.00
Pay		53904	54703	Check	1	2401	Scholastic Inc.		Yes	No	No	08/05/2021	914.37
Pay		53897	54704	Check	1	00723	Service Lighting Company, Inc.		Yes	No	No	08/05/2021	592.00
Pay		53908	54705	Check	1	2943	Sweep Hardware		Yes	No	No	08/05/2021	128.60
Pay		53911	54706	Check	1	4013	Teaching Strategies		Yes	No	No	08/05/2021	821.25
Pay		53910	54707	Check	1	3428	Van Eps, Jennifer		Yes	No	No	08/05/2021	126.34
Pay		53895	54708	Check	1	00271	Zaner-Bloser		Yes	No	No	08/05/2021	471.15
Pay		53918	54709	Check	1	2181	Aviben		Yes	No	No	08/05/2021	112.54
Pay		53919	54710	Check	1	2985	Aviben FLEX		Yes	No	No	08/05/2021	270.00
Pay		53920	54711	Check	1	3099	Trish's Katering		Yes	No	No	08/10/2021	1,326.75
Pay		53921	54712	Check	1	3785	Floor to Ceiling Store		Yes	No	No	08/11/2021	44,000.00
Pay		53922	54713	Check	1	4935	St. Cloud Acoustics		Yes	No	No	08/11/2021	44,920.00
Pay		53940	54714	Check	1	3130	BCA		Yes	No	No	08/13/2021	15.00
Pay		53956	54715	Check	1	2642	BrainPOP Accounts Receivable		Yes	No	No	08/13/2021	1,995.00
Pay		53971	54716	Check	1	4936	Bristle, Mike		Yes	No	No	08/13/2021	24.00

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		53955	54717	Check	1	2450	Brothers Fire Protection Co.		Yes	No	No	08/13/2021	260.00
Pay		53967	54718	Check	1	4801	Clara City Speedway		Yes	No	No	08/13/2021	175.31
Pay		53965	54719	Check	1	4163	Dakota Mailing & Shipping Equipment, Inc.		Yes	No	No	08/13/2021	167.18
Pay		53952	54720	Check	1	1762	Donners Crossroads Truckstop		Yes	No	No	08/13/2021	98.31
Pay		53941	54721	Check	1	00077	Farmers Coop Oil Co.		Yes	No	No	08/13/2021	129.46
Pay		53942	54722	Check	1	00094	Gopher Sport		Yes	No	No	08/13/2021	79.95
Pay		53958	54723	Check	1	2844	Gregg's Body Shop		Yes	No	No	08/13/2021	252.00
Pay		53962	54724	Check	1	3669	Heartland Payment Systems		Yes	No	No	08/13/2021	420.00
Pay		53943	54725	Check	1	00105	Hillyard / Hutchinson		Yes	No	No	08/13/2021	510.00
Pay		53964	54726	Check	1	3962	Indianhead Foodservice Distributor		Yes	No	No	08/13/2021	1,943.20
Pay		53961	54727	Check	1	3311	J.W. Pepper & Son, Inc.		Yes	No	No	08/13/2021	76.70
Pay		53969	54728	Check	1	4924	Learning Without Tears		Yes	No	No	08/13/2021	1,930.43
Pay		53957	54729	Check	1	2797	Minnesota Department of Health		Yes	No	No	08/13/2021	40.00
Pay		53966	54730	Check	1	4410	MN PEIP		Yes	No	No	08/13/2021	71,605.90
Pay		53951	54731	Check	1	1585	NCS Pearson, Inc.		Yes	No	No	08/13/2021	1,300.00
Pay		53953	54732	Check	1	1936	Palmer Bus Service, Inc		Yes	No	No	08/13/2021	8,553.41
Pay		53970	54733	Check	1	4930	Power Spelling, Inc		Yes	No	No	08/13/2021	760.00
Pay		53946	54734	Check	1	00650	Prinsburg Farmers Coop		Yes	No	No	08/13/2021	145.84
Pay		53945	54735	Check	1	00374	PRO-ED, Inc.		Yes	No	No	08/13/2021	1,952.50
Pay		53960	54736	Check	1	3139	Rambow, Inc.		Yes	No	No	08/13/2021	331.50
Pay		53949	54737	Check	1	01389	School Specialty, LLC		Yes	No	No	08/13/2021	14.22
Pay		53963	54738	Check	1	3710	Studies Weekly Inc.		Yes	No	No	08/13/2021	326.00
Pay		53944	54739	Check	1	00308	SW & WC Service Cooperative		Yes	No	No	08/13/2021	49,118.80
Pay		53954	54740	Check	1	2299	Teacher Direct		Yes	No	No	08/13/2021	125.68
Pay		53959	54741	Check	1	2892	The Markerboard People		Yes	No	No	08/13/2021	68.75
Pay		53947	54742	Check	1	00734	Tostenson, Inc.		Yes	No	No	08/13/2021	660.57
Pay		53950	54743	Check	1	01978	Treetop Publishing Inc.		Yes	No	No	08/13/2021	52.90
Pay		53968	54744	Check	1	4918	Vivacity Tech PBC		Yes	No	No	08/13/2021	629.00
Pay		53948	54745	Check	1	00844	West Central Sanitation, Inc.		Yes	No	No	08/13/2021	846.85
Pay		53973	54746	Check	1	3702	Bethany Reformed Church		Yes	No	No	08/13/2021	1,500.00
Pay		53972	54747	Check	1	2144	Smith, Denise		Yes	No	No	08/13/2021	14.35
Pay		53982	54748	Check	1	00878	American Family -AFLAC		Yes	No	No	08/13/2021	432.50
Pay		53984	54749	Check	1	1039	Citizens Alliance Bank		Yes	No	No	08/13/2021	510.00
Pay		53974	54750	Check	1	4802	Colonial Life		Yes	No	Yes	08/13/2021	51.06
Pay		53974	54750	Check	1	4802	Colonial Life		Yes	No	Yes	08/31/2021	(51.06)
Pay		53969	54751	Check	1	4802	Colonial Life		Yes	No	No	08/13/2021	665.24
Pay		53988	54752	Check	1	4594	Kensington Bank		Yes	No	No	08/13/2021	247.00
Pay		53985	54753	Check	1	3014	LegalShield		Yes	No	No	08/13/2021	12.95
Pay		53986	54754	Check	1	4043	MN Child Support Center		Yes	No	No	08/13/2021	51.00

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

Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		53983	54755	54755	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	08/13/2021	24.00
Pay		53987	54756	54756	Check	1	4575	Old National Bank		Yes	No	No	08/13/2021	396.02
Pay		53981	54757	54757	Check	1	00023	UNUM Life Insurance Company		Yes	No	No	08/13/2021	214.20
Pay		54006	54758	54758	Check	1	4937	Berghuis, Debra		Yes	No	No	08/19/2021	30.00
Pay		53997	54759	54759	Check	1	2450	Brothers Fire Protection Co.		Yes	No	No	08/19/2021	855.00
Pay		53991	54760	54760	Check	1	00046	Clara City Herald		Yes	No	No	08/19/2021	1,409.18
Pay		54004	54761	54761	Check	1	4503	Device Repair - Marshall		Yes	No	No	08/19/2021	815.00
Pay		54003	54762	54762	Check	1	4194	Drex-mart		Yes	No	No	08/19/2021	153.48
Pay		53994	54763	54763	Check	1	1427	East Side Jersey Dairy, Inc		Yes	No	No	08/19/2021	615.61
Pay		53999	54764	54764	Check	1	3802	Geiselhart, Caitlin		Yes	No	No	08/19/2021	94.00
Pay		53992	54765	54765	Check	1	00105	Hillyard / Hutchinson		Yes	No	No	08/19/2021	1,384.47
Pay		54000	54766	54766	Check	1	3962	Indianhead Foodservice Distributor		Yes	No	No	08/19/2021	3,770.10
Pay		54001	54767	54767	Check	1	3985	Little Crow Telemedia Network		Yes	No	No	08/19/2021	32,000.00
Pay		54002	54768	54768	Check	1	4080	Lucas, Ashley		Yes	No	No	08/19/2021	786.00
Pay		53996	54769	54769	Check	1	2126	Menards - Willmar		Yes	No	No	08/19/2021	51.24
Pay		54007	54770	54770	Check	1	4938	Michels, Melissa		Yes	No	No	08/19/2021	15.00
Pay		53993	54771	54771	Check	1	01797	Purchase Power		Yes	No	No	08/19/2021	500.00
Pay		53998	54772	54772	Check	1	3139	Rambow, Inc.		Yes	No	No	08/19/2021	2,234.00
Pay		53995	54773	54773	Check	1	1483	Renaissance Learning, Inc.		Yes	No	No	08/19/2021	8,824.00
Pay		54005	54774	54774	Check	1	4750	Scholastic News		Yes	No	No	08/19/2021	170.17
Pay		54008	54775	54775	Check	1	4939	Speiser, Kaitlyn		Yes	No	No	08/19/2021	30.00
Pay		54009	54776	54776	Check	1	2021	Pioneer Manufacturing Co.		Yes	No	No	08/19/2021	937.99
Pay		54010	54777	54777	Check	1	4940	Advantage Collection Professionals, Inc		Yes	No	No	08/20/2021	1,254.52
Pay		54011	54778	54778	Check	1	3552	West Central Conference		Yes	No	No	08/20/2021	300.00
Pay		54014	54779	54779	Check	1	4767	3B Vineyard		Yes	No	No	08/20/2021	140.00
Pay		54016	54780	54780	Check	1	2359	Amazon.com		Yes	No	No	08/26/2021	11,528.72
Pay		54018	54781	54781	Check	1	3595	Dripps, Jackie		Yes	No	No	08/26/2021	110.00
Pay		54019	54782	54782	Check	1	4606	Greenwaldt, Brad		Yes	No	No	08/26/2021	110.00
Pay		54020	54783	54783	Check	1	3130	BCA		Yes	No	No	08/26/2021	15.00
Pay		54021	54784	54784	Check	1	4053	Music Theatre International		Yes	No	No	08/27/2021	1,795.00
Pay		54023	54785	54785	Check	1	00878	American Family -AFLAC		Yes	No	No	08/30/2021	484.86
Pay		54025	54786	54786	Check	1	1039	Citizens Alliance Bank		Yes	No	No	08/30/2021	510.00
Pay		54030	54787	54787	Check	1	4802	Colonial Life		Yes	No	No	08/30/2021	716.30
Pay		54029	54788	54788	Check	1	4594	Kensington Bank		Yes	No	No	08/30/2021	247.00
Pay		54026	54789	54789	Check	1	3014	LegalShield		Yes	No	No	08/30/2021	12.95
Pay		54027	54790	54790	Check	1	4043	MN Child Support Center		Yes	No	No	08/30/2021	51.00
Pay		54024	54791	54791	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	08/30/2021	24.00
Pay		54028	54792	54792	Check	1	4575	Old National Bank		Yes	No	No	08/30/2021	396.02
Pay		54022	54793	54793	Check	1	00023	UNUM Life Insurance Company		Yes	No	Yes	08/30/2021	214.20

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

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Amount
									Yes	No	Yes	Date	
Pay		54022	54793	Check	1	00023	UNUM Life Insurance Company		Yes	No	Yes	08/31/2021	(214.20)
Pay		54038	54794	Check	1	3266	MIN State High School Math League		Yes	No	No	08/31/2021	600.00
Pay		54044	54795	Check	1	4943	Anderson, Ben		Yes	No	No	08/31/2021	120.00
Pay		54041	54796	Check	1	4794	Anderson, Jeremy		Yes	No	No	08/31/2021	120.00
Pay		54039	54797	Check	1	3805	Beiseth, Bruce		Yes	No	No	08/31/2021	120.00
Pay		54040	54798	Check	1	4015	DeBoer, Terrin		Yes	No	No	08/31/2021	110.00
Pay		54042	54799	Check	1	4797	Hastings, Shane		Yes	No	No	08/31/2021	120.00
Pay		54043	54800	Check	1	4942	Jansen, Odie		Yes	No	No	08/31/2021	110.00
Pay		54045	54801	Check	1	4944	Lloyd, Mike		Yes	No	No	08/31/2021	120.00
Pay		54046	54802	Check	1	4205	U.S. Postal Service		Yes	No	No	08/31/2021	841.32
Pay		54047	54803	Check	1	00023	UNUM Life Insurance Company		Yes	No	Yes	08/31/2021	0.00
Pay		54049	54804	Check	1	4802	Colonial Life		Yes	No	No	08/31/2021	51.06
Pay		54048	54805	Check	1	00023	UNUM Life Insurance Company		Yes	No	No	08/31/2021	161.19
Bank Total:													\$626,316.06
SA		53887	21925	Check	1	4016	Almich's Market		Yes	No	No	08/04/2021	449.27
SA		53890	21926	Check	1	2923	VISA - CABank		Yes	No	No	08/05/2021	1,129.10
SA		53917	21927	Check	1	2943	Sweep Hardware		Yes	No	No	08/05/2021	167.93
SA		53990	21928	Check	1	2968	THE LINE UP		Yes	No	No	08/17/2021	72.50
SA		54015	21929	Check	1	3780	Cash		Yes	No	No	08/25/2021	1,500.00
SA		54017	21930	Check	1	2359	Amazon.com		Yes	No	No	08/26/2021	58.70
Bank Total:													\$3,377.50

Report Total: \$3,985,464.97



# MACCRAY PUBLIC SCHOOLS

## 2021-22 EMPLOYMENT AGREEMENT

With  
Alexia Vasquez Cisneros

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

### JOB SUMMARY

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

### TERMS OF EMPLOYMENT

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

### EVALUATION

Performance of this job will be evaluated by the Special Education Teacher/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 1 day of Sept, 2021.

Alexia Vasquez Cisneros  
Instructional Assistant

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

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

# MACCRAY PUBLIC SCHOOLS

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## EMPLOYMENT AGREEMENT

With  
**Ann Wendorff**

**JOB TITLE:** Elementary School Counselor  
**DEPARTMENT:** Counselor/Social Worker  
**WORKS WITH:** School Social Worker, Elementary Principal

### JOB SUMMARY

Provides one-to-one/small group counseling for students/staff.

### TERMS OF EMPLOYMENT

TBD/School Days: 2 days per week or as needed  
Wage: \$32.00 per hour plus mileage reimbursement

### EVALUATION

Performance of this job will be evaluated by the School Social Worker, 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

  
\_\_\_\_\_  
Elementary School Counselor

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

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

## **September 2021 Activities Director Report**

- I. All fall activities are under way and running relatively smoothly.
- II. We have only received recommendations from the MSHSL at this time but will continue to stay on top of any guidance they offer.
- III. Thank you for approving the additional activity coach/director/supervisors that were not included last month.
  - A. Jessica Roelofs - JH Volleyball
  - B. Whitney Erickson - Asst. Girls Tennis
  - C. Weight Room - Brittany Cook
  - D. Concessions Supervisor - Carol Krueger
  - E. Musical Directors - Phillip Iverson & Joel Gronseth
  - F. Pepband - Joel Gronseth
  - G. Yearbook - Josie Donner
  - H. National Honor Society - Laura Bristle



# MACCRAY PUBLIC SCHOOLS

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## 2021-22 EMPLOYMENT AGREEMENT

With  
Beth Spieker

**JOB TITLE:** Instructional Assistant  
**DEPARTMENT:** Preschool  
**REPORTS TO:** Principal, Preschool Coordinator and PreschoolTeacher

### JOB SUMMARY

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

### TERMS OF EMPLOYMENT


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

### EVALUATION

Performance of this job will be evaluated by the Preschool 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 25 day of 8, 2021.

  
Instructional Assistant

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

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

**EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 2180 (MACCRAY PUBLIC SCHOOLS)  
STATE OF MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 2180 (MACCRAY Public Schools), Minnesota, was duly held on September 13, 2021 at 6:00 PM.

MEMBERS PRESENT:

MEMBERS ABSENT:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE SALE OF GENERAL OBLIGATION  
ALTERNATIVE FACILITIES AND CAPITAL FACILITIES REFUNDING BONDS,  
SERIES 2021A; AND COVENANTING AND OBLIGATING THE DISTRICT TO BE  
BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION  
126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON  
THESE BONDS**

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

**1. Bond Authorization.** The School Board has determined that it is necessary and expedient to issue \$2,355,000 General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A.

**2. Sale.** The District has retained Ehlers & Associates, Inc. (Ehlers) in Roseville, Minnesota, as its independent municipal advisor for the Bonds. Ehlers is authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). If the issuance of the Bonds is approved, the School Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Bonds.

**3. Official Statement; Negotiation of Sale.** Ehlers is authorized to prepare and distribute an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

**4. Minnesota School District Credit Enhancement Program.** (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

**STATE OF MINNESOTA**                    )  
  ) **ss.**  
**CHIPPEWA COUNTY**                    )

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this resolution, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this \_\_\_\_ day of \_\_\_\_\_,  
2021.

\_\_\_\_\_  
School District Clerk

MACCRAY Elementary School  
Board Report  
September 13, 2021

- New reading curriculum has been started in grades 1-5. We are still receiving some of the materials.
- Virtual staff training for new reading curriculum on Friday, 9/3
  - Training was recorded for any staff who were unable to attend.
- First PST meeting took place on Thursday, 9/2
- September staff meeting took place on Wednesday, 9/1
  - Seth Johnson from Woodland Centers presented on helpful approaches and interventions for students
- 1st and 3rd grade students had a handwashing presentation through Countryside Public Health on 8/30 and 8/31
- Vision and Hearing screenings for K-3 and 5th grade students took place on 8/31 and 9/1
- Lockdown drill in both buildings on Wednesday, 9/1. We practiced soft and hard lockdowns.
- Students had bus safety with Palmer on 9/1 and 9/2
- Sonja Stark has been working with elementary EL students and started her schedule of working with them alongside Jaime Hultgren
- Upcoming Events
  - Homecoming Week will be 9/14 - 9/17
  - Quarter 1 Midterm is Wednesday, 9/15
  - Picture retakes on Thursday, 9/23
  - Walk to School Day on Wednesday, 10/6

# MACCRAY PUBLIC SCHOOLS

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## 2021-22 EMPLOYMENT AGREEMENT

With

**Hailey 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

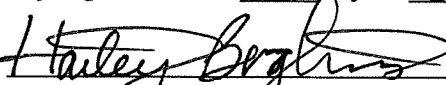
8 Hours– TBD/School Days  
Probation Period: 6 months  
Wage: \$14.50 per hour  
Pay Dates: 15th and 30th of each month  
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

### EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed  
My signature this 09 day of 09, 2021.

  
Instructional Assistant

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

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

**MACCRAY PUBLIC SCHOOLS**

-----

**2021-22 EMPLOYMENT AGREEMENT**

**With  
Kayla Link**

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

**JOB SUMMARY**

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

**TERMS OF EMPLOYMENT**

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

**EVALUATION**

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

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

IN WITNESS WHEREOF, I have subscribed  
My signature this 13 day of 8, 2021.

  
\_\_\_\_\_  
Instructional Assistant

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

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

# MACCRAY PUBLIC SCHOOLS

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## 2021-22 EMPLOYMENT AGREEMENT

With  
Terry Reszel

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

### JOB SUMMARY

Works with Special Education Teacher.

### TERMS OF EMPLOYMENT

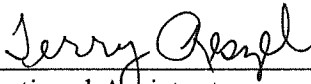
5 Hours/ week – TBD/School Days  
Probation Period: 6 months  
Wage: \$14.50 per hour  
No fringe benefits/PTO due to part time position.

### 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 31<sup>st</sup> day of August, 2021.

  
\_\_\_\_\_  
Instructional Assistant

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

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk



# MACCRAY PUBLIC SCHOOLS

## EMPLOYMENT AGREEMENT

With  
Theresa Sik

**JOB TITLE:** Dishwasher

**DEPARTMENT:** Food Service

**REPORTS TO:** Head cook

### JOB SUMMARY

Perform food service dishwashing work as assigned. Work is performed under the general direction of the Food Service Director, Principal, Business Manager and Superintendent.

### TERMS OF EMPLOYMENT

Hours: 10:00 am – 2:00 pm

Probation Period: 6 months

Wage: \$13.25 per hour

Pay Dates: 15th and 30th of each month

Other fringe benefits = Per the MACCRAY Food Service Conditions of Employment.

### EVALUATION

Performance of this job will be evaluated by the Food Service Director, Head Cook and 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 1 day of Sept, 2021.

  
\_\_\_\_\_  
HS Dishwasher

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

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 506

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2017

## **506 STUDENT DISCIPLINE**

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

### **I. PURPOSE**

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

### **II. GENERAL STATEMENT OF POLICY**

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students,

parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

### III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### **IV. STUDENT RIGHTS**

All students have the right to an education and the right to learn.

#### **V. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;

- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

## **VI. CODE OF STUDENT CONDUCT**

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
  - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
  - 2. The use of profanity or obscene language, or the possession of obscene materials;
  - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
  - 4. Violation of the school district's Hazing Prohibition Policy;
  - 5. Attendance problems including, but not limited to, truancy, absenteeism,

- tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
  7. Opposition to authority using physical force or violence;
  8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment Policy;
  9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
  10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
  11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
  12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
  13. Violation of the school district's Weapons Policy;
  14. Violation of the school district's Violence Prevention Policy;
  15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
  16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
  17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
  18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where

there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;



44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

## **VII. DISCIPLINARY ACTION OPTIONS**

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;

- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

#### **VIII. REMOVAL OF STUDENTS FROM CLASS**

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

**C. *Procedures for Removal of a Student From a Class.***

1. *Specify procedures to be followed by a teacher, administrator or other school district employee to remove a student from a class; Contact office to relay information or ask for assistance*
2. *Specify required approvals necessary; Approved through Office contact*
3. *Specify paperwork and reporting procedures. Minor/Major forms (hard copy or electronic) completed by teacher/staff, SWIS data reporting system by Principal or Success Coordinator*

**D. *Responsibility for and Custody of a Student Removed From Class.***

1. *Designation of where student is to go when removed:* Office;
2. *Designation of how student is to get to designated destination:* Escorted by staff or Office notified by teacher that student is dismissed from class;
3. *Whether student must be accompanied:* at staff discretion
4. *Statement of what student is to do when and while removed:* complete work provided by staff;
5. *Designation of who has control over and responsibility for student after removal from class:* Office personnel.

**E. Procedures for Return of a Student to a Class From Which the Student Was Removed.**

1. *Specification of procedures:* Principal or Designee determine if student may return to class;
2. *Actions or approvals required such as notes, conferences, readmission plans:* Office Discipline Referral form completed, contact with teacher, meetings with staff/student/parent, or other form of contact, as needed

**F. Procedures for Notification.**

1. *Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action:* Use of Office Discipline Referral Form w/ subsequent contact via appropriate communication format
2. *Actions or approvals required, such as notes, conferences, readmission plans:* Same as above.

**G. Students with Disabilities ; Special Provisions.**

1. Procedures for students with disabilities will be determined by the IEP teams and will follow current IDEA rules and regulations, including due process.

**H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.**

1. Our school has a pre-assessment team (Principal, School counselor, School Social Worker) that identifies students who have chemical-health use or abuse related issues.

- This includes students who are affected by the chemical use and abuse of others. This team may provide the student and/or the student's parents/ guardians with information about school or community services available to help with chemical health issues.
- All reports of suspected, inappropriate chemical use or abuse are given to this team, who assist the principal in determining the correct course of action.
- Students and parents/guardians may self refer to this team for support and resources regarding chemical health concerns

All students who are suspended for alcohol or drug related reasons and their parent/guardian will participate in a re-entry conference with the principal or another administrator and, when requested, Student Support Team members, at the school.

In addition, parents/guardians and students may be invited to a team conference with the school pre-assessment team to learn about community resources for the family to use in response to the issue.

Parents/guardians or students who wish may request a meeting of the school's pre-assessment team for support for a student returning to school after participation in a treatment program.

Students, parents and guardians are not required to disclose participation in such a program. Those who choose to disclose the participation of the student in a treatment program may find the support services available at school help the success of the participation in the treatment program.

2. *Establishment of a school and community advisory team to address chemical abuse problems in the district pursuant to Minn. Stat. § 121A.27;* Involvement of building Principal, Social Worker, Counselor, Activities Director, and local law enforcement.

*and*

3. *Establishment of teacher reporting procedures to the chemical abuse pre-assessment team pursuant to Minn. Stat. § 121A.29;* Involvement of building Principal, Social Worker, Counselor, Activities Director, and local law enforcement.

- I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct. MACCRAY 2180 follows the guidelines of the Minnesota State High School League and strives to provide positive, proactive replacement behaviors.
- J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior. MACCRAY 2180 participates in the implementation of the DARE program.
- K. Any Procedures Determined Appropriate for Encouraging Early Detection of

Behavioral Problems. MACCRAY 2180 actively uses our Social Workers and Counselor in the event that at-risk behavior is detected.

## **IX. DISMISSAL**

- A. “Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student’s total days of removal from school exceed ten (10)

cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as

indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the student to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice



shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the

written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based

solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

## **X. ADMISSION OR READMISSION PLAN**

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the

admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

## **XI. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

## **XII. STUDENT DISCIPLINE RECORDS**

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

## **XIII. DISABLED STUDENTS**

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will

review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

#### **XIV. OPEN ENROLLED STUDENTS**

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

#### **XV. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

#### **XVI. REVIEW OF POLICY**

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. § 121A.582 (Reasonable Force)  
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)  
Minn. Stat. § 122A.42 (General Control of Schools)  
Minn. Stat. § 123A.05 (Area Learning Center Organization)

Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)  
Minn. Stat. Ch.125A (Students With Disabilities)  
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)  
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. Ch. 260C (Juvenile Court Act)  
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

***Cross References:*** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 503 (Student Attendance)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)  
MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

~~Adopted:~~ \_\_\_\_\_

MSBA/MASA Model Policy 102

Orig. 1995

Revised: \_\_\_\_\_

Rev. ~~2017~~2021

## 102 EQUAL EDUCATIONAL OPPORTUNITY

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

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for ~~disabled~~ students with disabilities.

~~*[Note: Part of the definition of “sexual orientation” within the Minnesota Human Rights Act (MHRA) is “having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness,” which is how gender identity and expression gain protection under the MHRA. Minn. Stat. § 363A.03, Subd. 44.]*~~

B. The school district prohibits ~~the~~ harassment and discrimination of any individual ~~for any of the categories based on any of the protected classifications~~ listed above. For information about the types of conduct that constitute violation of the school district’s policy on harassment and violence and the school district’s procedures for addressing such complaints, refer to the school district’s policy on harassment and violence (Policy 413).

C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district’s corresponding procedures for addressing disability discrimination complaints, refer to the school district’s policy on student disability nondiscrimination (Policy 521).

D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district’s corresponding procedures and processes for addressing sexual harassment and discrimination,

refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).

- ~~EE~~. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- ~~EF~~. Every school district employee shall be responsible for complying\_ with this policy ~~conscientiously~~.
- ~~EG~~. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** ~~MSBA/MASA Model Policy 402 (Disability Nondiscrimination)~~  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (~~Student Sex Nondiscrimination~~Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)



Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 406

Orig. 1995

Revised: \_\_\_\_\_

Rev. ~~2014~~2021

## 406 PUBLIC AND PRIVATE PERSONNEL DATA

*[Note: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]*

### I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its ~~personnel~~employees, volunteers, independent contractors, and applicants (“personnel”).

### II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained, or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

### III. DEFINITIONS

- A. “Public” means that the data is available to anyone who requests it.
- B. “Private” means the data is not public and is available-accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. “Confidential” means the data isare not public and isare not ~~available-accessible~~ to the subject.
- D. “Parking space leasing data” means the following government data on an applicant~~-tion~~ for, or lessee~~ase~~ of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. “Personnel data” means government data on individuals maintained because they are or were employees~~-of the school district~~, applicants for employment,~~-or~~ volunteers or independent contractors for the school district,~~-or members of or applicants for an advisory board or commission.~~ Personnel data include data

submitted by an employee to the school district ~~by an employee~~ as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. ~~An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.~~

- F. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- G. “Protected health information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, that is transmitted in electronic form by a school district acting as a by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 C.F.R. Parts 160, 162 and 164. “Protected health information” excludes individually identifiable health information in education records covered by the ~~federal~~ Family Educational Rights and Privacy Act, ~~and~~ employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

#### IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, ~~including~~ volunteers and independent contractors of the school district, is public:
1. name;
  2. employee identification number, which may not be the employee’s ~~s~~Social ~~s~~Security number;
  3. actual gross salary;
  4. salary range;
  5. terms and conditions of employment relationship;
  6. contract fees;
  7. actual gross pension;
  8. the value and nature of employer-paid fringe benefits;

9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
10. job title;
11. bargaining unit;
12. job description;
13. education and training background;
14. previous work experience;
15. date of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section-§ 13.43, sSubdivision. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and
24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- B. The following information on current and former applicants for employment by the school district is public:
1. veteran status;
  2. relevant test scores;
  3. rank on eligible list;
  4. job history;
  5. education and training; and
  6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they applicants are considered by the school board to be become finalists for an public employment position.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
    - a. name;
    - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
    - c. education and training;
    - d. employment history;
    - e. volunteer work;
    - f. awards and honors;
    - g. prior government service;
    - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multmember agency pursuant to Minn-esota Statutes, section-§ 15.0597; and
    - i. veteran status.
  2. Once an individual is appointed to a public body, the following additional

items of data are public:

- a. residential address;
- b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
- c. first and last dates of service on the public body;
- d. the existence and status of any complaints or charges against an appointee; and
- e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in ~~Minnesota Statutes, section~~ § 13.43, ~~s~~Subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in ~~Minnesota Statutes, section~~ § 13.43, ~~S~~ubdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

~~F.~~ Data relating to a complaint or charge against a public official is public only if:

- ~~(1.)~~ the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
- ~~(2.)~~ potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement.

Data that is classified as private under another law is not made public by this provision.

## V. PRIVATE PERSONNEL DATA

A. All other personnel data not listed in Section IV are private ~~and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.~~

- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data with regard to data on individuals are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data may be disseminated to labor organizations to the extent the responsible authority school district determines it is the dissemination is necessary for the labor organization to conduct its business selections, notify employees of fair share fee assessments and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is or when ordered or authorized by the Commissioner of the Bureau of Mediation Services BMS.
- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
  1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
  2. a pre-petition screening team conducting an investigation of the employee under Minnesota Statutes, section -§ 253B.07, §subdivision- 1; or
  3. a court, law enforcement agency, or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime committed by an employee.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee shall does not have access to data that would identify the

complainant or other witnesses if the ~~school district~~responsible authority determines that the employee's access to that data would:

1. threaten the personal safety of the complainant or a witness; or
2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district ~~shall~~must make any report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") ~~or the state board of education~~ the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by ~~Minnesota Statutes, section~~ § 122A.20, Ssubdivision 2, and shall, upon written request from the licensing board having jurisdiction over ~~a teacher's~~ or administrator license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with ~~Minnesota Statutes, section~~ § 122A.20, Ssubdivision 2.

*[Note: The obligation to make a report set forth in this section applies equally to charter school boards and their executive directors and charter school authorizers.]*

- M. Private personnel data shall be disclosed to the ~~d~~Department of Employment and eEconomic security-Development for the purpose of administration of the unemployment insurance program under ~~Minnesota Statutes~~ Ch. 268.
- N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school facility, as defined under Minn. Stat. section 260E.03, is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes eChapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing-providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines~~that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.~~
- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

1. an investigation conducted by or on behalf of the school district or law

enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or

2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in ~~Minnesota Statutes Chapter~~ 13.

       Data that are released under this paragraph must not include data on the student.

- P. ~~The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.~~
- Q. ~~Protected Hhealth information, as defined in 45 C.F.R. Parts 160 and 164, on employees is private and will not be disclosed—except as permitted or required unless otherwise provided—by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.~~
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations ~~—and may be~~ shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual



~~offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or sexual abuse~~ or when the Commissioner of the ~~Minnesota Department of Education~~ (MDE) makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under ~~Minnesota Statutes, section §~~ 13.41, ~~S~~ubdivision. 5, and must provide ~~the Minnesota Professional Educator Licensing and Standards Board (PELSB)~~ and the ~~licensing~~ division at MDE with the necessary and relevant information to enable ~~the Minnesota Professional Educator Licensing and Standards Board~~ PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under ~~Minnesota Statutes, section §~~ 123B.03, a school board or other school hiring authority must contact ~~the Minnesota Professional Educator Licensing and Standards Board~~ PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

## **VI. MULTIPLE CLASSIFICATIONS**

If data on individuals are classified as both private and confidential by ~~Minnesota Statutes Chapter~~ 13, or any other state or federal law, the data are private.

## **VII. CHANGE IN CLASSIFICATIONS**

The school district shall change the classification of data in its possession if it is required to do so to comply with ~~either~~ judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

## **VIII. RESPONSIBLE AUTHORITY**

The school district has designated [*name and title, telephone*] as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

~~If you have any questions, contact [him/her].~~

## IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

- Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 13.02 (Definitions)
  - [Minn. Stat. § 13.03 \(Access to Government Data\)](#)
  - [Minn. Stat. § 13.05 \(Duties of Responsible Authority\)](#)
  - Minn. Stat. § 13.37 (General Nonpublic Data)
  - Minn. Stat. § 13.39 (Civil Investigation Data)
  - [Minn. Stat. § 13.41 \(Licensing Data – Public Data\)](#)
  - Minn. Stat. § 13.43 (Personnel Data)
  - Minn. Stat. § 13.601, ~~§~~subd. 3 (~~Elected and Appointed Officials~~[Applicants for Employment](#))
  - [Minn. Stat. § 15.0597 \(Appointment to Multimember Agencies\)](#)
  - Minn. Stat. § 122A.20, ~~§~~subd. 2 (Mandatory Reporting)
  - Minn. Stat. § 122A.40, ~~§~~subds. 13 and 16 (Employment; Contracts; Termination)
  - [Minn. Stat. § 123B.03 \(Background Check\)](#)
  - [Minn. Stat. § 123B.143, §](#)subd. 2 ([Disclose Past Buyouts](#))
  - [Minn. Stat. Ch. 179 \(Minnesota Labor Relations Act\)](#)
  - [Minn. Stat. Ch. 179A \(Minnesota Public Labor Relations Act\)](#)
  - [Minn. Stat. § 253B.07;\(Judicial Commitment: Preliminary Procedures\)](#)
  - Minn. Stat. ~~Ch. § 260E 626.556, Subd. 7~~ (Reporting of Maltreatment of Minors)
  - [Minn. Stat. Ch. 268 \(Unemployment Insurance\)](#)
  - [Minn. R. Pt. 1205 \(Data Practices\)](#)
  - P.L. 104-191 (HIPAA)
  - 45 C.F.R. Parts 160, [162](#) and 164 (HIPAA Regulations)
- Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
- MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
- [MSBA/MASA Model Policy 722 \(Public Data Requests\)](#)
- MSBA ~~Service Manual, Chapter 13, School~~ Law Bulletin “T” (School Records – Privacy – Access to Data)

September 13, 2021

Pre-Sale Report for

# Independent School District No. 2180 (MACCRAY Public Schools), MN

\$2,210,000 General Obligation Alternative  
Facilities and Capital Facilities Refunding Bonds,  
Series 2021A



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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# EXECUTIVE SUMMARY OF PROPOSED DEBT

## Proposed Issue:

\$2,210,000 General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A

## Purposes:

The proposed issue includes financing for a current refunding of the 2023 through 2026 maturities of the District's \$5,960,000 General Obligation Alternative and Capital Facilities Bonds, Series 2013A.

The existing bond have interest rates of 1.50% to 3.00% (see page 7 and 8). Based on current market conditions and an expected premium (a price in excess of the par amount of the bonds) that the underwriter of the bonds may pay to purchase the bonds (see page 6), we estimate that the new refunding bonds will have a True Interest Cost of 0.99% (see page 9). The combination of the premium and the new interest rates would reduce future debt service payments by an estimated \$43,700 (see page 10). The Net Present Value Benefit of the refunding is estimated to be \$43,000, equal to 1.80% of the refunded debt service. Actual results will be determined based on market conditions on the day of sale.

This refunding is considered a Current Refunding as the new Bonds will be issued within 90 days of the call date of the 2013A bonds. Debt service on the Bonds will be paid from the District's annual debt service property tax levy.

## Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and Sections 123B.59 and 123B.62. The Bonds will be general obligations of the District for which its full faith, credit and taxing powers are pledged.

## Term/Call Feature:

The Bonds are being issued for a term of 4 years, 2 months. Principal on the Bonds will be due on February 1 of 2023 through 2026. Interest is payable every six months beginning August 1, 2022.

The Bonds are being offered without option of prior redemption.

## Bank Qualification:

Because the District is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the District will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates

## **State Credit Enhancement:**

By resolution the District will covenant and obligate itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation.

To qualify for the credit enhancement, the District must submit an application to the State. Ehlers will coordinate the application process to the State on your behalf.

## **Rating:**

Under current bond ratings, the state credit enhancement would bring a Moody's "Aa2" rating.

The District's most recent bond issues were rated by Moody's Investors Service. The current ratings on those bonds are "A2" (underlying) and "Aa2" (enhanced). The District will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the District's bond rating in the event that the bond rating of the insurer is higher than that of the District.

## **Basis for Recommendation:**

Based on your objectives and characteristics of various municipal financing options, we are recommending the issuance of General Obligation Alternative Facilities and Capital Facilities Bonds as a suitable option to meet the District's objective of reducing future debt service payments. General Obligation Bonds will result in lower interest rates than some other financing options.

## **Method of Sale/Placement:**

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

## **Premium Pricing:**

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the District. Any net premium received may be used to reduce the principal amount of the Bonds, increase the net proceeds for the project, or to fund a portion of the interest on the Bonds.

## **Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the District and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the District's outstanding debt and will alert you to any future refunding opportunities.

## **Risk Factors:**

The Bonds are being issued to finance a current refunding of prior District debt obligations. Those prior debt obligations are "callable" on February 1, 2022, so refunding bonds can be issued 90 days or less prior to that date. Because the new Bonds will not be callable, there will not be an opportunity to refund them again in the future. This refunding is being undertaken based in part on an assumption that market conditions warrant the refinancing at this time.

## **Continuing Disclosure:**

The District will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The District is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

## **Arbitrage Monitoring:**

The District must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The District's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the District review its specific responsibilities related to the Bonds with an arbitrage expert in order to utilize one or more of the exceptions listed above.

## **Investment of Bond Proceeds:**

Proceeds from the new Bonds will be available for investment by the District from the closing date (December 2, 2021) until shortly before the February 1, 2022 call date. Ehlers is a registered investment advisor and can assist the District in developing an appropriate investment strategy if needed.

## **Other Service Providers:**

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, unless you have expressed a preference for a different firm, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Kennedy & Graven, Chartered

**Paying Agent:** Bond Trust Services Corporation

**Rating Agency:** Moody's Investors Service, Inc.

*This presale report summarizes our understanding of the District's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the District's objectives.*

## PROPOSED DEBT ISSUANCE SCHEDULE

Ehlers Presents Pre-Sale Report; School Board Approves Resolution Authorizing Sale of the Bonds:	September 13, 2021
Due Diligence Call to review Official Statement:	Week of October 25, 2021
Distribute Official Statement:	Week of October 25, 2021
Conference with Rating Agency:	Week of October 25, 2021
Ehlers Receives and Evaluates Proposals for Purchase of Bonds:	November 8, 2021
School Board Meeting to Award Sale of Bonds:	November 8, 2021
Estimated Closing Date:	December 2, 2021
Redemption Date for the Obligations Being Refunded:	February 1, 2022

### Attachments

- Estimated Sources and Uses of Funds
- Estimated Debt Service Schedules – Callable Portion of 2013A Bonds (by purpose)
- Estimated Debt Service Schedule for Refunding Bonds
- Estimated Debt Service Comparison/Refunding Savings Analysis

## EHLERS' CONTACTS

Resolution Authorizing Ehlers to Proceed with Bond Sale/Credit Enhancement Resolution (Provided Separately)

Shelby McQuay, Senior Municipal Advisor	(651) 697-8548
Greg Crowe, Senior Municipal Advisor	(651) 697-8522
Rose Xiong, Public Finance Analyst	(651) 697-8589
Brian Shannon, Manager, Senior Financial Analyst	(651) 697-8515

The Preliminary Official Statement for this financing will be sent to the School Board at their home or email address for review prior to the sale date.



# M.A.C.C.R.A.Y. School District No. 2180

\$2,210,000 G.O. Alternative Facilities and Capital Facilities Refund Bds, Series

Dated: December 2, 2021 - Proposed Current Refunding of

\$5,960,000 G.O. Alternative and Capital Facilities Bonds, Series 2013A

## Sources & Uses

Dated 12/02/2021 | Delivered 12/02/2021

### Sources Of Funds

Par Amount of Bonds	\$2,210,000.00
Reoffering Premium	140,480.35
<b>Total Sources</b>	<b>\$2,350,480.35</b>

### Uses Of Funds

Total Underwriter's Discount (1.000%)	22,100.00
Costs of Issuance	51,050.00
Deposit to Current Refunding Fund	2,275,000.00
Rounding Amount	2,330.35
<b>Total Uses</b>	<b>\$2,350,480.35</b>

# M.A.C.C.R.A.Y. School District No. 2180

\$5,685,000 - Purpose 1 of 2

Alternative Facilities Portion

Series 2013A

## Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/02/2021	-	-	-	-	-	-
02/01/2022	2,180,000.00	2,180,000.00	-	1.500%	-	-
08/01/2022	-	-	-	-	26,718.75	26,718.75
02/01/2023	-	-	530,000.00	1.500%	26,718.75	556,718.75
08/01/2023	-	-	-	-	22,743.75	22,743.75
02/01/2024	-	-	535,000.00	2.250%	22,743.75	557,743.75
08/01/2024	-	-	-	-	16,725.00	16,725.00
02/01/2025	-	-	550,000.00	3.000%	16,725.00	566,725.00
08/01/2025	-	-	-	-	8,475.00	8,475.00
02/01/2026	-	-	565,000.00	3.000%	8,475.00	573,475.00
<b>Total</b>	<b>\$2,180,000.00</b>	<b>\$2,180,000.00</b>	<b>\$2,180,000.00</b>	<b>-</b>	<b>\$149,325.00</b>	<b>\$2,329,325.00</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/02/2021
Average Life	2.691 Years
Average Coupon	2.5450474%
Weighted Average Maturity (Par Basis)	2.691 Years
Weighted Average Maturity (Original Price Basis)	2.724 Years

## Refunding Bond Information

Refunding Dated Date	12/02/2021
Refunding Delivery Date	12/02/2021

# M.A.C.C.R.A.Y. School District No. 2180

\$275,000 - Purpose 2 of 2

Capital Facilities Portion

Series 2013A

## Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/02/2021	-	-	-	-	-	-
02/01/2022	95,000.00	95,000.00	-	1.500%	-	-
08/01/2022	-	-	-	-	1,181.25	1,181.25
02/01/2023	-	-	20,000.00	1.500%	1,181.25	21,181.25
08/01/2023	-	-	-	-	1,031.25	1,031.25
02/01/2024	-	-	25,000.00	2.250%	1,031.25	26,031.25
08/01/2024	-	-	-	-	750.00	750.00
02/01/2025	-	-	25,000.00	3.000%	750.00	25,750.00
08/01/2025	-	-	-	-	375.00	375.00
02/01/2026	-	-	25,000.00	3.000%	375.00	25,375.00
<b>Total</b>	<b>\$95,000.00</b>	<b>\$95,000.00</b>	<b>\$95,000.00</b>	<b>-</b>	<b>\$6,675.00</b>	<b>\$101,675.00</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/02/2021
Average Life	2.743 Years
Average Coupon	2.5616971%
Weighted Average Maturity (Par Basis)	2.743 Years
Weighted Average Maturity (Original Price Basis)	2.773 Years

## Refunding Bond Information

Refunding Dated Date	12/02/2021
Refunding Delivery Date	12/02/2021

# M.A.C.C.R.A.Y. School District No. 2180

\$2,210,000 G.O. Alternative Facilities and Capital Facilities Refund Bds, Series

Dated: December 2, 2021 - Proposed Current Refunding of

\$5,960,000 G.O. Alternative and Capital Facilities Bonds, Series 2013A

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/02/2021	-	-	-	-	-
08/01/2022	-	-	44,015.83	44,015.83	-
02/01/2023	520,000.00	3.000%	33,150.00	553,150.00	597,165.83
08/01/2023	-	-	25,350.00	25,350.00	-
02/01/2024	545,000.00	3.000%	25,350.00	570,350.00	595,700.00
08/01/2024	-	-	17,175.00	17,175.00	-
02/01/2025	565,000.00	3.000%	17,175.00	582,175.00	599,350.00
08/01/2025	-	-	8,700.00	8,700.00	-
02/01/2026	580,000.00	3.000%	8,700.00	588,700.00	597,400.00
<b>Total</b>	<b>\$2,210,000.00</b>	<b>-</b>	<b>\$179,615.83</b>	<b>\$2,389,615.83</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$5,987.19
Average Life	2.709 Years
Average Coupon	2.9999999%
Net Interest Cost (NIC)	1.0227742%
True Interest Cost (TIC)	0.9862838%
Bond Yield for Arbitrage Purposes	0.6262636%
All Inclusive Cost (AIC)	1.8361844%

## IRS Form 8038

Net Interest Cost	0.6091099%
Weighted Average Maturity	2.733 Years

# M.A.C.C.R.A.Y. School District No. 2180

\$2,210,000 G.O. Alternative Facilities and Capital Facilities Refund Bds, Series

Dated: December 2, 2021 - Proposed Current Refunding of

\$5,960,000 G.O. Alternative and Capital Facilities Bonds, Series 2013A

## Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	-	571,950.00	569,619.65	571,950.00	2,330.35
02/01/2023	597,165.83	-	597,165.83	605,800.00	8,634.17
02/01/2024	595,700.00	-	595,700.00	607,550.00	11,850.00
02/01/2025	599,350.00	-	599,350.00	609,950.00	10,600.00
02/01/2026	597,400.00	-	597,400.00	607,700.00	10,300.00
<b>Total</b>	<b>\$2,389,615.83</b>	<b>\$571,950.00</b>	<b>\$2,959,235.48</b>	<b>\$3,002,950.00</b>	<b>\$43,714.52</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	40,636.37
Net PV Cashflow Savings @ 0.626%(Bond Yield).....	40,636.37
Contingency or Rounding Amount.....	2,330.35
Net Present Value Benefit	\$42,966.72
Net PV Benefit / \$2,391,116.72 PV Refunded Debt Service	1.797%
Net PV Benefit / \$2,275,000 Refunded Principal...	1.889%
Net PV Benefit / \$2,210,000 Refunding Principal..	1.944%

## Refunding Bond Information

Refunding Dated Date	12/02/2021
Refunding Delivery Date	12/02/2021



# REGAL

## Contractors Inc.

**Commercial Drywall**

717 Julep Rd | Waite Park, MN | 56387  
Ph: (320) 253-1161 | Fax: (320) 255-9316

### Change Order Proposal

**Date:** Tuesday, April 20, 2021  
**Company:** ICS  
**Project:** MACCRAY  
**To:** Project Manager

**Description:**

PR 11: Add 2-Hour Shaft Liner, Caulk, and Frame Around I-Beam Per State Plan Review.

Item:	Labor	Material	P & O	Total
Area A: 33'x14 High	\$ 1,874	\$ 2,320	\$ 419	\$ 4,613
Area B 311'x14' High	\$ 17,659	\$ 21,864	\$ 3,952	\$ 43,475
Area C 287' x 14' High	\$ 16,297	\$ 20,177	\$ 3,647	\$ 40,121
Area F 34' x 14', 216' x 22', 134' x 14'	\$ 28,814	\$ 35,674	\$ 6,448	\$ 70,936
Frame at I Beam(s) 1,015'	\$ 35,489	\$ 15,718	\$ 5,120	\$ 56,328
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Totals:</b>	<b>\$ 100,133</b>	<b>\$ 95,754</b>	<b>\$ 19,587</b>	<b>\$ 215,473</b>

**Notes:**

See Detail A1 and A5/A508 for Detail Showing Added Framing and Liner Panel at I Beam Added by This PR

Trevor Zwack  
Regal Contractors, Inc



# REGAL

## Contractors Inc.

**Commercial Drywall**

717 Julep Rd | Waite Park, MN | 56387  
 Ph: (320) 253-1161 | Fax: (320) 255-9316

### Change Order Proposal

**Date:** Tuesday, April 20, 2021  
**Company:** ICS  
**Project:** MACCRAY  
**To:** Project Manager

**Description:**

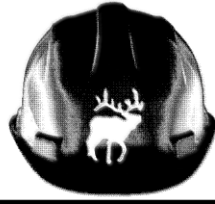
PR 12: Add 2 door frames.

Item:	Labor	Material	P & O	Total
Add 2 door frames	\$ 109	\$ 9	\$ 12	\$ 130
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Totals:	\$ 109	\$ 9	\$ 12	\$ 130

**Notes:**

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Trevor Zwack  
 Regal Contractors, Inc



# REGAL Contractors Inc.

**Commercial Drywall**

717 Julep Rd | Waite Park, MN | 56387  
Ph: (320) 253-1161 | Fax: (320) 255-9316

## Change Order Proposal

**Date:** Tuesday, February 2, 2021  
**Company:** ICS  
**Project:** MACCRAY  
**To:** Dan H

**Description:**

Add 4ln ft of wall 20' high for gen clearance. SI002

Item:	Labor	Material	P & O	Total
add 4ln ft of wall	\$ 285	\$ 116	\$ -	\$ 401
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Totals:</b>	\$ 285	\$ 116	\$ -	\$ 401

**Notes:**

NA

Ray Schlangen  
Regal Contractors, Inc





# REGAL

## Contractors Inc.

**Commercial Drywall**

717 Julep Rd | Waite Park, MN | 56387  
 Ph: (320) 253-1161 | Fax: (320) 255-9316

### Change Order Proposal

**Date:** Thursday, February 25, 2021  
**Company:** ICS  
**Project:** MACCRAY  
**To:** Dan Hiemenz

\*This was approved  
 with the classroom  
 additions

**Description:**

CE#008 Add pre k/k classrooms

Item:	Labor	Material	P & O	Total
Added exterior wall.	\$ 2,948	\$ 2,804	\$ -	\$ 5,752
Added 6" interior wall	\$ 6,246	\$ 3,508	\$ -	\$ 9,754
Added 3 5/8" interior wall	\$ 3,514	\$ 1,975	\$ -	\$ 5,489
Added soffits	\$ 2,400	\$ 645	\$ -	\$ 3,045
Added z and foam	\$ 1,200	\$ 2,220	\$ -	\$ 3,420
Add 1 week lift rental (ext)	\$ 500	\$ -	\$ -	\$ 500
Add 3 weeks lift rental (Int)	\$ 450	\$ -	\$ -	\$ 450
Bond	\$ 600	\$ -	\$ -	\$ 600
<b>Totals:</b>	<b>\$ 17,858</b>	<b>\$ 11,152</b>	<b>\$ -</b>	<b>\$ 29,010</b>

**Notes:**

NA

Ray Schlangen  
 Regal Contractors, Inc

September 8, 2021  
Superintendent Report

1. Construction continues to progress well. Dan will provide us with a specific report at the meeting on Monday night. He will include the most recent budget figures as well. I appreciate the work ICS is doing with the district on allowing and training for job shadows in welding and architecture. Dan and Brad are also hosting the Construction Trades class for a couple days of safety training and site visits. Always. Always safety first.
  
2. COVID basic information as of this writing on Wednesday, September 8.
  - \*Parents are keeping their kids home if and when necessary.
  - \*They are testing when necessary.
  - \*Parents who are able to isolate family members to avoid quarantining are doing so.
  - \*We are seeing little to no classroom spread at this time.

We believe that knowledge is power.

  - \*Parents will know of an exposure in their child's classroom via DoJo or written communications.
  - \*Then, parents know to watch for symptoms in their child.
  - \*Finally, parents know to test if necessary.

Our school nurse is working extensively with families and finding good results on a case by case basis.

3. MACCRAY will once again this year host an **Influenza** (Please read that again. Influenza.) clinic on October 7, 2021. Parent consent as always.

**Board Report**  
**MACCRAY High School**  
**September 13, 2021**

- **Student Support:**
  - Open house was a success, and it was wonderful to welcome students and families back into the building. I am analyzing ways to make things operate a bit smoother.
  - Welcome back orientation was held for 7/8, 9/10, 11/12. We ran a two-hour late start schedule to work everything in.
  - Student Council is up and running, led by Ms. Plagge and Mr. Tongen. I feel that Student Council is an important avenue for student voice to be heard.
  - NHS application process, led by Ms. Bristle, has begun.
- **Staff Support:**
  - Three staff meetings have already been held. They are a great way to solicit input and elicit feedback especially when things like school events are happening or other important topics are needing to be discussed.
  - Teacher Professional Learning Communities will be beginning soon. I am exploring the topic of assessment and work-analysis as the focus. It is always a good thing for us to ask ourselves what we are doing and why we are doing it.
    - In education, we have two different types of assessment:
      - Formative (think worksheets, book work, small pieces of larger projects, even thumbs up or down when asked if students understand).
      - Summative (think end of unit exams, tests, big projects, papers, etc.).
  - I have started having Cabinet Meetings (grounds, technology, nursing, activities, comm ed., guidance) every two weeks to increase communication across the departments.
- **Upcoming:**
  - Monday (tonight) – Homecoming Coronation
  - Friday Homecoming Pep Rally, Game, and post-game Dance (no cost)
  - Staff Workshop for all teachers on Sept 27<sup>th</sup>
  - Para workshop on October 25<sup>th</sup>.

Respectfully Submitted,

Judd K. Wheatley  
High School Principal



***MACCRAY Community Ed & Rec***  
***Denise Smith, Director***

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***September 2021 School Board Report***

**Highlights**

- ❖ Summer 2021 Programming
  - See Attached Summary and Comparison
  - ECFE Activity Bags: June/Splat the Cat & July/Fun on the Beach
  - Camps – Tennis Basketball, Dance, Golf, Baseball, Softball, Football, and Wrestling
  - Wolverine Workout
  - Adult
    - \* Pickleball - Painted Lines at Raymond Tennis Courts
    - \* Sand Volleyball
    - \* Doubles Tennis
  - Night Baseball
  - Summer Rec
    - \* Everything in Raymond – Worked Well
    - \* Shuttle Bussing Provided for Maynard and CC Families
    - \* T-Ball both in CC and Raymond
      - \* Night Games/Debi & Brian Brandt
    - \* Tennis in Raymond/Growing in Popularity
  
- ❖ Youth Fall Football
  - 3<sup>rd</sup>/4<sup>th</sup> Grade Flag Football
    - \* Willmar League
    - \* 37 Players
    - \* Four Teams – Grey, Blue, Green, Silver
    - \* Coaches: Tyler Degner, Jake Gora, Adam Hess, Lucas Post, and Troy Thissen
  - 56er's Tackle Football
    - \* 212 League/BOLD, RCW, YME plus added games w/Willmar
    - \* 28 Players
    - \* Coaches: Sean Nurmi, Mark Schleski, Nate Bourne, and Joel Guiningsman

- ❖ Fall 2021 Booklet and Changes
  - September-October-November 2021 Booklet
  - Change to Quarterly/Seasonal Program Booklets – Currently 3
  - Discontinue Bulk Mailing – Annual Savings +/- \$6,000
    - \* Will mail out hard copy if requested.
    - \* Will use virtual avenues to market programming, like website and Facebook. Also, sending flyers home with elementary kids.
  
- ❖ SAIL Program – Staying Active and Independent for Life
  - Nationwide Fitness Program for 65+
  - Mary Abrahamson Trained
  - Writing SHIP Grants
  - Bethany Reformed Church – M, W, F; 8:30- 9:30
  
- ❖ Youth Scholarship Program
  - Balance \$1,096.82 - used \$1,048.00 for summer scholarships
  - Received 2180 Foundation Grant for \$1,000
  - Concessions
  
- ❖ Community Garden – All Plots Used & Going Well
  
- ❖ Facility Use
  - Harvest Fest Softball Tournament
  - Girl Scouts Recruitment Meetings
  - Zach Nelson – Fall Youth Baseball League

<b><u>Summer Activity</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2021</u></b>
<b><u>Youth Programming</u></b>				
Summer Rec Program				
<i>T-Ball - Clara City</i>	24	29	22	21
<i>T-Ball - Raymond</i>	20	21	26	18
<i>Little Cubs</i>	N/A	N/A	20	21
<i>Baseball A, AA, AAA</i>	121	126	97	112
<i>Softball</i>	N/A	N/A	22	N/A
<i>Coaches</i>				24(8 as needed)
T-Ball Night Games (Debi & Brian Brandt)				Avg. 30/ 3 Nights
Art Classes	N/A	N/A	29	97
Basketball Camps	55	71	96	90
Baseball Camp			10	29
Softball Camp				12
Tennis Camps	4	41	44	39
Football Camp		17	12	32
Dance Camps			14	36
Wrestling Camp			11	26
Golf Camp			14	27
Wolverine Workout	38	64	78	60
<b><u>Adult Offerings</u></b>				
Doubles Tennis League	20	26	28	26
Pickleball				Avg. 8/Night
Coed Sand Volleyball				6 Teams
<b><u>ECFE - Activity Bags</u></b>				
<b>June Splat the Cat</b>				40
<b>July Fun on the Beach</b>				44
<b>Stingers Farmtastic Tickets</b>				104
<b><u>Night Baseball</u></b>	<b><u>Coaches</u></b>			
3rd/4th Grade – 25 Players	Cameron Macht	Lucas Post		
5th/6th Grade – 17 Players	Sean Nurmi	Mark Schleski		
7th/8th Grade – 15 Players	Joel Schlagel	Nate Hebrink		