

MACCRAY ISD 2180
Clara City, MN 56222
MACCRAY Room 105
Monday, March 14, 2022
6:00 pm

TENTATIVE AGENDA
(There will be no board tour this evening.)

1. Call to Order
2. Pledge of Allegiance
3. Approval of the Agenda/Additions/Deletions
4. Public Comment
5. Consent Agenda – Action Required
 - 5.1. Adoption of Minutes
 - 5.2. Approve payment of bills and financial report.
 - 5.3. Accept Letter of Resignation from Teacher - K. Gratz
 - 5.4. Approve Employment Agreement with Paraprofessional - J. Pauling
 - 5.5. Approve Activities Director Contract.
 - 5.6. Approve Community Education and Recreation Director Contract.
 - 5.7. Approve Spring Coaches/Advisor
 - Boys Tennis: Andrew DuHoux
 - Volunteer: Ashley Trulock
 - Baseball Head: Nate Hebrink
 - Assistant: Tyler Wrede
 - JH: Brandon Grund
 - Volunteers: Trent Carlson, Jesse Westbrook
 - Track Assistant: Cole Christopher
 - JH: Kayla Gratz, Arron Enger
 - Golf: Bryce Olson
 - Assistant: TBD
 - Softball Head: Nancy Thoma,
 - Assistant: Brian Brandt (1/2 time)
 - JH: Emily Torkelson, Erica Bradford (Shared pay)
 - Weight Room Coach: Seth Falk
 - Spring Play: Phillip Iverson
6. Communication Report
 - 6.1. Administrative Reports
 - 6.1.1. Dan Hiemenz, ICS
 - 6.1.2. Denise Smith, Community Ed & Rec.
 - 6.1.3. Jim Trulock, Activities Director
 - 6.1.4. Mitchell Kent, Elementary Principal
 - 6.1.5. Judd Wheatley, High School Principal
 - 6.1.6. Sherri Broderius, Superintendent
 - 6.2. Committee Reports - Negotiations - Scott Ruiter with EA President Meghan Sunderland
7. Discussion Items - No action required

8. Business Items - Action Required

8.1 Approve the 4 Day School Week for 2022-23, 2023-24, 2024-25 School years.

8.2 Approve the SWWC 2023 Membership Agreement.

8.3 Approve EA MACCRAY Master Agreement

8.4 Approve the Achievement & Integration Budget for FY2023.

9. Upcoming Meetings

9.1 Regular Board Meeting, Monday, April 4, 6pm, MACCRAY Board Meeting

9.2 Regular Board Meeting, Monday, May 9, 6pm, MACCRAY Board Meeting

9.3 Regular Board Meeting, Monday, June 13, 6pm, MACCRAY Board Meeting

10. Adjournment

**Minutes of the Board of Education
Independent School District #2180
Regular Meeting #8
Monday, February 14, 2022 6:00 PM
MACCRAY Board Room**

Members Present: Tate Mueller, Julie Alsum, Scott Ruitter, Debi Brandt, Lane Schwitters, Carmel Thein.
Others Present: Sherri Broderius, Superintendent; Kim Sandry, Business Manager; Jim Trulock, Activities Director, Meghan Sunderland, EDMN MACCRAY; Sam Petersen, Clara City Herald; Sonja Stark, ML Teacher.

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

Pledge of Allegiance

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

Motion carried by unanimous vote.

Public comment: Clint Van De Riet.

Approval of Consent Agenda:

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

Motion carried by unanimous vote.

Adoption of Minutes

Approve payment of bills and financial reports.

Approve Pay Equity Report

Approve resignation of teacher – P. Iverson

Approve retirement of Paraprofessional - R. Berghuis

Approve Family Medical Leave for 2 teachers.

Communications Reports:

Ms. Stark: Multi Language Report/Plan.

Mr. Trulock: Winter Activities.

Ms. Broderius: Covid news, constructions, policies.

Dan Hiemenz – ICS Report.

Committee Report:

Business Items:

Motion by Ruitter, second by Thein, to approve the District 2180 Language Instruction Educational Program.

Motion carried by unanimous vote.

Motion by Thein, second by Brandt, to approve the updated Covid-19 Decision Tree with the provision to all the Superintendent to implement changes as necessary with the Covid Advisory Council. Motion carried by unanimous vote.

Motion by Ruitter, second by Mueller, to approve the 22-23 School Year PACT 4 Families membership at a cost of \$1059.

Motion carried by unanimous vote.

Motion by Brandt, second by Thein, to approve the 22-23 School Calendar. Motion carried by unanimous vote.

Motion by Schwitters, second by Thein, to move the April 11th board meeting to April 4th. Motion carried by unanimous vote.

Meetings and Workshops:

Regular Board Meeting, March 14, 2022, MACCRAY Room 105, 6pm

Regular Board Meeting, April 4, 2022, MACCRAY Room 105, 6pm

Regular Board Meeting, May 9, 2022, MACCRAY Room 105, 6pm

Adjournment of Meeting

Motion by Schwitters, second by Ruitter, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 6:45 pm.

Respectfully submitted,
Carmel Thein, Clerk
Kim Sandry, Business Manager

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		55205	5190	Check	1	4798	Braun Intertec Corporation	S Corporation	Yes	No	No	02/01/2022	383.75
BND2		55222	5191	Check	1	4798	Braun Intertec Corporation	S Corporation	Yes	No	No	02/02/2022	9,517.50
BND2		55217	5192	Check	1	2450	Brothers Fire & Security	C Corporation	Yes	No	No	02/02/2022	16,950.00
BND2		55220	5193	Check	1	3592	Dooley's Natural Gas	C Corporation	Yes	No	No	02/02/2022	20,920.20
BND2		55221	5194	Check	1	4559	ICS Consulting, LLC	S Corporation	Yes	No	No	02/02/2022	125,246.69
BND2		55216	5195	Check	1	2164	Innovative Office Solutions		Yes	No	No	02/02/2022	12,689.10
BND2		55219	5196	Check	1	3044	MACCRAY General Fund		Yes	No	No	02/02/2022	10,361.60
BND2		55215	5197	Check	1	1673	TA Lauritsen Septic and Drain	C Corporation	Yes	No	No	02/02/2022	825.00
BND2		55218	5198	Check	1	2923	VISA - CABank		Yes	No	No	02/02/2022	3,587.12
BND2		55284	5199	Check	1	4897	BCI Construction Inc.		Yes	No	No	02/09/2022	90,439.09
BND2		55287	5200	Check	1	4902	Guntion Painting LLC		Yes	No	No	02/09/2022	11,974.75
BND2		55289	5201	Check	1	4934	Heartland Glass Co	S Corporation	Yes	No	No	02/09/2022	9,500.00
BND2		55281	5202	Check	1	4859	John Foley Masonry, Inc.		Yes	No	No	02/09/2022	4,275.00
BND2		55288	5203	Check	1	4933	LVC Companies		Yes	No	No	02/09/2022	52,190.71
BND2		55286	5204	Check	1	4901	Masters Plumbing Heating & Cooling LLC		Yes	No	No	02/09/2022	517,065.03
BND2		55291	5205	Check	1	4985	Minnkota Architectural Products Co.		Yes	No	No	02/09/2022	20,570.92
BND2		55283	5206	Check	1	4861	Regal Contractors, Inc		Yes	No	No	02/09/2022	177,647.62
BND2		55285	5207	Check	1	4898	Southern Minnesota Woodcraft, Inc.		Yes	No	No	02/09/2022	37,941.81
BND2		55282	5208	Check	1	4860	Spartan Steel Erectors		Yes	No	No	02/09/2022	22,503.60
BND2		55290	5209	Check	1	4935	St. Cloud Acoustics		Yes	No	No	02/09/2022	53,128.75
BND2		55279	5210	Check	1	00666	West Central Roofing Cont.	C Corporation	Yes	No	No	02/09/2022	21,101.41
BND2		55280	5211	Check	1	2751	Willmar Electric Service	C Corporation	Yes	No	No	02/09/2022	140,362.50
Pay		55353		Wire	1	00867	PERA		No	No	No	02/15/2022	13,526.54
Pay		55354		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	02/15/2022	27,617.44
Pay		55355		Wire	1	2181	Aviben	C Corporation	No	No	No	02/15/2022	15,683.23
Pay		55356		Wire	1	2385	MIN Department of Revenue		No	No	No	02/15/2022	7,949.03
Pay		55357		Wire	1	2875	Internal Revenue Service		No	No	No	02/15/2022	55,574.49
Pay		55358		Wire	1	2985	Aviben FLEX		No	No	No	02/15/2022	3,369.32
Pay		49695	51224	Check	1	4289	Jimmy John's		Yes	No	Yes	02/28/2022	(240.00)
Pay		51307	52558	Check	1	4649	Westbrock, Renae		Yes	No	Yes	02/28/2022	(30.39)
Pay		51464	52655	Check	1	4732	Graser, Richard		Yes	No	Yes	02/28/2022	(20.00)
Pay		51539	52739	Check	1	4746	Thein, Sandy		Yes	No	Yes	02/28/2022	(41.40)
Pay		51573	52765	Check	1	4748	Vallejo, Denise		Yes	No	Yes	02/28/2022	(13.50)
Pay		52161	53274	Check	1	3845	Ross, Aubrey		Yes	No	Yes	02/28/2022	(41.40)
Pay		55204	55685	Check	1	5038	Midwest Boiler, Inc.	S Corporation	Yes	No	No	02/01/2022	1,192.00
Pay		55203	55686	Check	1	3099	Trish's Katering	Ind/Sole Proprietor	Yes	No	No	02/01/2022	278.25
Pay		55206	55687	Check	1	1427	East Side Jersey Dairy, Inc	C Corporation	Yes	No	No	02/01/2022	965.11
Bank Total:													\$1,359,182.15

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		55223	55688	Check	1	2923	VISA - CABank		Yes	No	No	02/02/2022	1,398.72
Pay		55225	55689	Check	1	2284	Northern Business Products		Yes	No	No	02/02/2022	21,263.88
Pay		55252	55690	Check	1	4982	ABRAHAMSON, MARY ALICE	Ind/Sole Proprietor	Yes	No	No	02/03/2022	270.00
Pay		55238	55691	Check	1	4016	Almich's Market	S Corporation	Yes	No	No	02/03/2022	166.71
Pay		55232	55692	Check	1	2181	Aviben	C Corporation	Yes	No	No	02/03/2022	118.62
Pay		55227	55693	Check	1	00246	City of Raymond		Yes	No	No	02/03/2022	161.46
Pay		55228	55694	Check	1	00251	Clara City Implement	C Corporation	Yes	No	No	02/03/2022	3.66
Pay		55226	55695	Check	1	00048	Clara City Telephone Company	C Corporation	Yes	No	No	02/03/2022	725.54
Pay		55251	55696	Check	1	4979	Coordinated Business Systems	S Corporation	Yes	No	No	02/03/2022	2,662.54
Pay		55245	55697	Check	1	4668	Crosscut Sawmill & Woodworking	LLC - Partnership	Yes	No	No	02/03/2022	714.10
Pay		55254	55698	Check	1	5039	Donner's Garage Inc	S Corporation	Yes	No	No	02/03/2022	214.70
Pay		55255	55699	Check	1	5040	ERICKSON, ANNIE		Yes	No	No	02/03/2022	180.00
Pay		55250	55700	Check	1	4971	Ericsson, Megan		Yes	No	No	02/03/2022	5.92
Pay		55246	55701	Check	1	4697	Farm-Rite Equipment of Willmar	S Corporation	Yes	No	No	02/03/2022	1,500.00
Pay		55236	55702	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	02/03/2022	120.00
Pay		55241	55703	Check	1	4488	Hultgren, Jaime		Yes	No	No	02/03/2022	147.42
Pay		55237	55704	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	02/03/2022	1,703.31
Pay		55244	55705	Check	1	4626	Kubota Leasing		Yes	No	No	02/03/2022	583.78
Pay		55233	55706	Check	1	2877	Matheson Tri Gas		Yes	No	No	02/03/2022	143.08
Pay		55231	55707	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	02/03/2022	157.30
Pay		55229	55708	Check	1	00761	Merle's Repair	Ind/Sole Proprietor	Yes	No	No	02/03/2022	70.80
Pay		55242	55709	Check	1	4540	Meyer, Melissa		Yes	No	No	02/03/2022	94.77
Pay		55243	55710	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC	LLC - Partnership	Yes	No	No	02/03/2022	3,558.14
Pay		55235	55711	Check	1	2992	PITNEY BOWES GLOBAL FINANCIAL	C Corporation	Yes	No	No	02/03/2022	432.36
Pay		55247	55712	Check	1	4950	Renneberg Hardwoods, Inc	S Corporation	Yes	No	No	02/03/2022	1,419.46
Pay		55240	55713	Check	1	4415	Ruether Bros. LLC	Ind/Sole Proprietor	Yes	No	No	02/03/2022	98.00
Pay		55253	55714	Check	1	5036	Simply Good Food LLC	LLC - Partnership	Yes	No	No	02/03/2022	289.00
Pay		55248	55715	Check	1	4957	Stark, Sonja		Yes	No	No	02/03/2022	80.74
Pay		55234	55716	Check	1	2943	Sweep Hardware	Ind/Sole Proprietor	Yes	No	No	02/03/2022	173.24
Pay		55249	55717	Check	1	4963	Wendorff, Ann		Yes	No	No	02/03/2022	949.28
Pay		55239	55718	Check	1	4245	Wheatley, Judd		Yes	No	No	02/03/2022	131.92
Pay		55230	55719	Check	1	1469	Xcel Energy		Yes	No	No	02/03/2022	4,551.51
Pay		55260	55720	Check	1	3367	DVS Renewal	C Corporation	Yes	No	No	02/04/2022	19.25
Pay		55261	55721	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25
Pay		55262	55722	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25
Pay		55263	55723	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25
Pay		55264	55724	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25
Pay		55265	55725	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25
Pay		55266	55726	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25

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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		55267	55727	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25
Pay		55268	55728	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25
Pay		55269	55729	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25
Pay		55270	55730	Check	1	3367	DVS Renewal		Yes	No	No	02/04/2022	19.25
Pay		55275	55731	Check	1	4534	FERNHOLZ, JASON	Ind/Sole Proprietor	Yes	No	Yes	02/04/2022	120.00
Pay		55275	55731	Check	1	4534	FERNHOLZ, JASON	Ind/Sole Proprietor	Yes	No	Yes	02/10/2022	(120.00)
Pay		55272	55732	Check	1	3645	Fredrick, Brian	Ind/Sole Proprietor	Yes	No	Yes	02/04/2022	120.00
Pay		55272	55732	Check	1	3645	Fredrick, Brian	Ind/Sole Proprietor	Yes	No	Yes	02/10/2022	(120.00)
Pay		55271	55733	Check	1	3419	Hanson, Rod	Ind/Sole Proprietor	Yes	No	No	02/04/2022	120.00
Pay		55276	55734	Check	1	4951	Henjum, Briana	Ind/Sole Proprietor	Yes	No	No	02/04/2022	120.00
Pay		55274	55735	Check	1	3680	MCLAIN, RICK	Ind/Sole Proprietor	Yes	No	Yes	02/04/2022	120.00
Pay		55274	55735	Check	1	3680	MCLAIN, RICK	Ind/Sole Proprietor	Yes	No	Yes	02/10/2022	(120.00)
Pay		55273	55736	Check	1	3673	Saunders, Jon	Ind/Sole Proprietor	Yes	No	No	02/04/2022	120.00
Pay		55277	55737	Check	1	4494	YME Hoops Club		Yes	No	No	02/08/2022	125.00
Pay		55278	55738	Check	1	4498	RCW Booster Club		Yes	No	No	02/08/2022	125.00
Pay		55294	55739	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	02/09/2022	150.00
Pay		55292	55740	Check	1	3078	Gustafson, Owen	Ind/Sole Proprietor	Yes	No	No	02/09/2022	120.00
Pay		55295	55741	Check	1	4951	Henjum, Briana	Ind/Sole Proprietor	Yes	No	No	02/09/2022	120.00
Pay		55293	55742	Check	1	3680	MCLAIN, RICK	Ind/Sole Proprietor	Yes	No	No	02/09/2022	120.00
Pay		55297	55743	Check	1	5015	Perkins, Fred Blake	Ind/Sole Proprietor	Yes	No	No	02/09/2022	120.00
Pay		55296	55744	Check	1	5014	Sanow, Brett	Ind/Sole Proprietor	Yes	No	No	02/09/2022	140.00
Pay		55298	55745	Check	1	5016	Zalme, Mark	Ind/Sole Proprietor	Yes	No	No	02/09/2022	140.00
Pay		55300	55746	Check	1	1469	Xcel Energy	C Corporation	Yes	No	No	02/10/2022	9,417.71
Pay		55301	55747	Check	1	5041	Hyatt Regency Minneapolis		Yes	No	No	02/10/2022	3,386.52
Pay		55321	55748	Check	1	2985	Aviben FLEX		Yes	No	No	02/11/2022	225.00
Pay		55326	55749	Check	1	4277	Brouwer Construction	S Corporation	Yes	No	No	02/11/2022	2,465.00
Pay		55302	55750	Check	1	00044	City of Clara City		Yes	No	No	02/11/2022	1,292.20
Pay		55303	55751	Check	1	00046	Clara City Herald	S Corporation	Yes	No	No	02/11/2022	298.00
Pay		55329	55752	Check	1	4801	Clara City Speedway	S Corporation	Yes	No	No	02/11/2022	176.73
Pay		55328	55753	Check	1	4448	Culinetx	S Corporation	Yes	No	No	02/11/2022	374.97
Pay		55313	55754	Check	1	1519	Doesken Steel	Ind/Sole Proprietor	Yes	No	No	02/11/2022	183.60
Pay		55315	55755	Check	1	1762	Donners Crossroads Truckstop	S Corporation	Yes	No	No	02/11/2022	36.18
Pay		55311	55756	Check	1	1427	East Side Jersey Dairy, Inc	C Corporation	Yes	No	No	02/11/2022	1,020.91
Pay		55304	55757	Check	1	00077	Farmers Coop Oil Co.	C Corporation	Yes	No	No	02/11/2022	305.36
Pay		55332	55758	Check	1	5044	FREDRICKSON, JOSHUA	Ind/Sole Proprietor	Yes	No	No	02/11/2022	120.00
Pay		55305	55759	Check	1	00094	Gopher Sport	C Corporation	Yes	No	No	02/11/2022	567.24
Pay		55331	55760	Check	1	5043	HENNEN, WAYNE	Ind/Sole Proprietor	Yes	No	No	02/11/2022	120.00
Pay		55306	55761	Check	1	00105	Hillyard / Hutchinson	C Corporation	Yes	No	No	02/11/2022	160.80
Pay		55325	55762	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	02/11/2022	4,644.64

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		55334	55763	Check	1	5046	Lanning, Brandy		Yes	No	No	02/11/2022	20.00
Pay		55323	55764	Check	1	3796	MACCRAY Boys Basketball		Yes	No	No	02/11/2022	243.00
Pay		55319	55765	Check	1	2673	MACCRAY Girls Basketball		Yes	No	No	02/11/2022	243.00
Pay		55320	55766	Check	1	2877	Matheson Tri Gas		Yes	No	No	02/11/2022	181.67
Pay		55318	55767	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	02/11/2022	95.92
Pay		55310	55768	Check	1	01758	Milyng Electric & Refrig., Inc	S Corporation	Yes	No	No	02/11/2022	813.69
Pay		55327	55769	Check	1	4410	MN PEIP		Yes	No	No	02/11/2022	81,449.76
Pay		55314	55770	Check	1	1750	MSBA		Yes	No	No	02/11/2022	76.00
Pay		55324	55771	Check	1	3860	Owen, Selena		Yes	No	No	02/11/2022	63.00
Pay		55317	55772	Check	1	1936	Palmer Bus Service, Inc	C Corporation	Yes	No	No	02/11/2022	104,537.88
Pay		55308	55773	Check	1	00763	Pan-O-Gold Baking Company	C Corporation	Yes	No	No	02/11/2022	77.46
Pay		55333	55774	Check	1	5045	Sterling Equipment & Repair, Inc	C Corporation	Yes	No	No	02/11/2022	2,570.92
Pay		55307	55775	Check	1	00734	Tostenson, Inc.	C Corporation	Yes	No	No	02/11/2022	255.10
Pay		55322	55776	Check	1	3554	TRIO Supply Co	S Corporation	Yes	No	No	02/11/2022	542.63
Pay		55330	55777	Check	1	5042	WATTS, EDWARD	Ind/Sole Proprietor	Yes	No	No	02/11/2022	120.00
Pay		55316	55778	Check	1	1769	Wenger Corporation	S Corporation	Yes	No	No	02/11/2022	865.74
Pay		55309	55779	Check	1	00844	West Central Sanitation, Inc.	C Corporation	Yes	No	No	02/11/2022	857.64
Pay		55312	55780	Check	1	1469	Xcel Energy	C Corporation	Yes	No	No	02/11/2022	4,525.17
Pay		55340	55781	Check	1	00094	Gopher Sport	C Corporation	Yes	No	No	02/11/2022	79.95
Pay		55341	55782	Check	1	00105	Hillyard / Hutchinson	C Corporation	Yes	No	No	02/11/2022	6.48
Pay		55342	55783	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	02/15/2022	270.00
Pay		55344	55784	Check	1	00878	American Family -AFLAC		Yes	No	No	02/15/2022	313.44
Pay		55347	55785	Check	1	1039	Citizens Alliance Bank		Yes	No	No	02/15/2022	485.00
Pay		55352	55786	Check	1	4802	Colonial Life		Yes	No	No	02/15/2022	1,432.22
Pay		55351	55787	Check	1	4594	Kensington Bank		Yes	No	No	02/15/2022	247.00
Pay		55348	55788	Check	1	3014	LegalShield		Yes	No	No	02/15/2022	12.95
Pay		55345	55789	Check	1	00880	MACCRAY Education Association		Yes	No	No	02/15/2022	3,406.60
Pay		55349	55790	Check	1	4043	MN Child Support Center		Yes	No	No	02/15/2022	51.00
Pay		55346	55791	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	02/15/2022	36.00
Pay		55350	55792	Check	1	4575	Old National Bank		Yes	No	No	02/15/2022	396.02
Pay		55343	55793	Check	1	00023	UNUM Life Insurance Company		Yes	No	No	02/15/2022	214.20
Pay		55360	55794	Check	1	5015	Perkins, Fred Blake	Ind/Sole Proprietor	Yes	No	No	02/15/2022	140.00
Pay		55359	55795	Check	1	5014	Sanow, Brett	Ind/Sole Proprietor	Yes	No	No	02/15/2022	140.00
Pay		55361	55796	Check	1	5016	Zalme, Mark	Ind/Sole Proprietor	Yes	No	No	02/15/2022	140.00
Pay		55367	55797	Check	1	4517	Driessen Water Inc.	S Corporation	Yes	No	No	02/16/2022	117.35
Pay		55366	55798	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	02/16/2022	120.00
Pay		55365	55799	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	02/16/2022	64.30
Pay		55363	55800	Check	1	01538	PACT 4 Families Collaborative		Yes	No	No	02/16/2022	1,059.00
Pay		55364	55801	Check	1	1469	Xcel Energy	C Corporation	Yes	No	No	02/16/2022	1,618.14

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		55389	55802	55802	Check	1	4187	Beyerl, Jan	Ind/Sole Proprietor	Yes	No	No	02/23/2022	250.00
Pay		55381	55803	55803	Check	1	2450	Brothers Fire & Security	C Corporation	Yes	No	No	02/23/2022	266.00
Pay		55393	55804	55804	Check	1	5051	Butler, Cory		Yes	No	No	02/23/2022	16.85
Pay		55373	55805	55805	Check	1	00138	City of Maynard		Yes	No	No	02/23/2022	395.30
Pay		55382	55806	55806	Check	1	3050	Dawson - Boyd Public Schools		Yes	No	No	02/23/2022	40.00
Pay		55387	55807	55807	Check	1	3592	Dooley's Natural Gas	C Corporation	Yes	No	No	02/23/2022	43,729.73
Pay		55379	55808	55808	Check	1	1063	Ehlers & Associates, Inc.	C Corporation	Yes	No	No	02/23/2022	2,800.00
Pay		55391	55809	55809	Check	1	4697	Farm-Rite Equipment of Willmar	S Corporation	Yes	No	No	02/23/2022	1,500.00
Pay		55386	55810	55810	Check	1	3344	Glencoe Silver Lake Schools		Yes	No	No	02/23/2022	20.00
Pay		55390	55811	55811	Check	1	4670	Hilbrands, Amber		Yes	No	No	02/23/2022	15.00
Pay		55372	55812	55812	Check	1	00105	Hillyard / Hutchinson	C Corporation	Yes	No	No	02/23/2022	657.15
Pay		55388	55813	55813	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	02/23/2022	2,829.39
Pay		55383	55814	55814	Check	1	3315	Johnson, Phyllis		Yes	No	No	02/23/2022	32.40
Pay		55377	55815	55815	Check	1	01073	Kandiyohi County Auditor/Treas		Yes	No	No	02/23/2022	10.49
Pay		55384	55816	55816	Check	1	3329	Kent, Mitchell		Yes	No	No	02/23/2022	218.28
Pay		55385	55817	55817	Check	1	3333	LacQuiParle Schools		Yes	No	No	02/23/2022	40.00
Pay		55380	55818	55818	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	02/23/2022	217.57
Pay		55378	55819	55819	Check	1	01797	Purchase Power	C Corporation	Yes	No	No	02/23/2022	500.00
Pay		55392	55820	55820	Check	1	4919	Reese Prokosch		Yes	No	No	02/23/2022	300.00
Pay		55376	55821	55821	Check	1	00905	Trulock, James		Yes	No	No	02/23/2022	39.17
Pay		55375	55822	55822	Check	1	00666	West Central Roofing Cont.	C Corporation	Yes	No	No	02/23/2022	697.47
Pay		55374	55823	55823	Check	1	00277	Whitney Music	Ind/Sole Proprietor	Yes	No	No	02/23/2022	20.00
Pay		55396	55824	55824	Check	1	3887	Snow, Greg	Ind/Sole Proprietor	Yes	No	No	02/23/2022	120.00
Pay		55398	55825	55825	Check	1	5052	SNOW, RYAN	Ind/Sole Proprietor	Yes	No	No	02/23/2022	120.00
Pay		55397	55826	55826	Check	1	4855	Stokes, Mick	Ind/Sole Proprietor	Yes	No	No	02/23/2022	120.00
Pay		55399	55827	55827	Check	1	4620	Bass, Timothy		Yes	No	No	02/24/2022	170.00
Pay		55400	55828	55828	Check	1	5053	TOWNE, ANTON	Ind/Sole Proprietor	Yes	No	No	02/24/2022	170.00
Pay		55401	55829	55829	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	02/25/2022	120.00
Pay		55402	55830	55830	Check	1	4649	Westbrock, Renae		Yes	No	No	02/28/2022	30.39
Bank Total:														
\$459,738.71														
SA		55299			Check	1	5001	Bob Rogers Travel Inc.	S Corporation	No	No	No	02/09/2022	1,641.99
SA		55208	22033	22033	Check	1	3039	MACCRAY After Prom		Yes	No	No	02/01/2022	1,207.76
SA		55209	22034	22034	Check	1	3908	MACCRAY Community Ed.		Yes	No	No	02/01/2022	301.94
SA		55210	22035	22035	Check	1	3929	MACCRAY Dance Line		Yes	No	No	02/01/2022	603.88
SA		55214	22036	22036	Check	1	4962	MACCRAY Elementary Student Council		Yes	No	No	02/01/2022	603.88
SA		55213	22037	22037	Check	1	4551	MACCRAY NHS		Yes	No	No	02/01/2022	301.94
SA		55212	22038	22038	Check	1	4310	MACCRAY Prom		Yes	No	No	02/01/2022	301.94
SA		55207	22039	22039	Check	1	3018	MACCRAY Softball		Yes	No	No	02/01/2022	301.94

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
SA		55211	22040	Check	1 4228		MACCRAY Tennis		Yes	No	No	02/01/2022	301.94
SA		55224	22041	Check	1 2923		VISA - CABank		Yes	No	No	02/02/2022	478.37
SA		55257	22042	Check	1 4016		Almich's Market	S Corporation	Yes	No	No	02/03/2022	258.88
SA		55259	22043	Check	1 4343		Flowers from the Heart	Ind/Sole Proprietor	Yes	No	No	02/03/2022	152.00
SA		55256	22044	Check	1 00863		Monte Candy Company	Ind/Sole Proprietor	Yes	No	No	02/03/2022	130.00
SA		55258	22045	Check	1 4280		Viking Coca-Cola	S Corporation	Yes	No	No	02/03/2022	408.30
SA		55336	22047	Check	1 1762		Donners Crossroads Truckstop	S Corporation	Yes	No	No	02/11/2022	1,030.20
SA		55338	22048	Check	1 2882		MN BPA		Yes	No	No	02/11/2022	2,262.00
SA		55335	22049	Check	1 00863		Monte Candy Company	Ind/Sole Proprietor	Yes	No	No	02/11/2022	242.50
SA		55337	22050	Check	1 2042		Schwegman's Cleaners	Partnership	Yes	No	No	02/11/2022	23.53
SA		55339	22051	Check	1 4280		Viking Coca-Cola	S Corporation	Yes	No	No	02/11/2022	334.50
SA		55362	22052	Check	1 3780		Cash		Yes	No	No	02/16/2022	200.00
SA		55368	22053	Check	1 00863		Monte Candy Company	Ind/Sole Proprietor	Yes	No	No	02/16/2022	95.00
SA		55369	22054	Check	1 3353		Wyhe's Choice Fundraising		Yes	No	No	02/16/2022	3,204.00
SA		55370	22055	Check	1 5049		Ministerial Association		Yes	No	No	02/17/2022	50.00
SA		55394	22056	Check	1 4007		Fun Express, LLC	C Corporation	Yes	No	No	02/23/2022	26.77
SA		55395	22057	Check	1 4280		Viking Coca-Cola	S Corporation	Yes	No	No	02/23/2022	257.55

Bank Total: \$14,720.81

Report Total: \$1,833,641.67

**Ind. School District #2180
Exp Summary - Fd, Pro Series
Period Ending February 28, 2022**

Sequence: Fd, Pro

		22ORIG								
	Description	Annual Budget	Period 202208	Year To Date	% YTD Encumbrances	% YTD + Enc	Remaining Balance			
01	General									
	000 Administration	676,152.00	25,249.33	413,585.28	61%	31,139.18	231,427.54			
	100 District Support Services	295,037.00	12,511.80	195,615.20	66%	15,483.26	83,938.54			
	200 Elem & Secondary Regular Instr	3,829,637.00	168,321.69	2,065,693.90	54%	187,790.81	1,576,152.29			
	300 Vocational Education Instr	224,379.00	10,150.57	109,420.10	49%	7,936.25	107,022.65			
	400 Special Education Instr	1,672,398.00	71,316.88	845,658.06	51%	75,877.34	750,862.60			
	600 Instructional Support Services	579,317.00	10,818.59	294,792.28	51%	153,944.54	130,580.18			
	700 Pupil Support Services	1,063,606.00	111,026.44	756,007.40	71%	11,860.41	295,738.19			
	800 Sites & Buildings	813,732.00	72,175.79	492,970.14	61%	65,901.01	254,860.85			
	900 Fiscal & Other Fixed Costs	103,020.00	0.00	98,667.54	96%	0.00	4,352.46			
01	General	9,257,278.00	481,571.09	5,272,409.90	57%	549,932.80	3,434,935.30			
02	Food Service									
	700 Pupil Support Services	479,400.00	23,721.72	312,358.20	65%	18,138.79	148,903.01			
02	Food Service	479,400.00	23,721.72	312,358.20	65%	18,138.79	148,903.01			
04	Community Service									
	500 Community Ed & Services	581,742.00	20,514.47	267,409.67	46%	21,223.21	293,109.12			
04	Community Service	581,742.00	20,514.47	267,409.67	46%	21,223.21	293,109.12			
05	Capital Outlay									
	000 Administration	0.00	0.00	42,363.60	0%	0.00	(42,363.60)			
	200 Elem & Secondary Regular Instr	20,000.00	865.74	65,823.33	329%	69,349.25	(115,172.58)			
	600 Instructional Support Services	15,000.00	0.00	1,579.00	11%	0.00	13,421.00			
	800 Sites & Buildings	215,278.00	1,192.00	379,848.35	176%	353.78	(164,924.13)			
05	Capital Outlay	250,278.00	2,057.74	489,614.28	196%	69,703.03	(309,039.31)			
07	Debt Redemption									
	900 Fiscal & Other Fixed Costs	2,644,813.00	0.00	2,644,812.50	100%	0.00	0.50			
07	Debt Redemption	2,644,813.00	0.00	2,644,812.50	100%	0.00	0.50			
21	Student Activity									
	200 Elem & Secondary Regular Instr	0.00	11,021.13	116,522.95	0%	3,833.32	(120,356.27)			
21	Student Activity	0.00	11,021.13	116,522.95	0%	3,833.32	(120,356.27)			
	Report Totals:	13,213,511.00	538,886.15	9,103,127.50	69%	662,831.15	3,447,552.35			

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
Interest – Sept. 30, 2021	\$.05
Interest – Oct. 31, 2021	\$.05
Interest – Nov. 30, 2021	\$.05
Interest – Dec. 31, 2021	\$.05
Interest – Jan. 31, 2022	\$.05
Interest – Feb. 28, 2022	\$.04
BALANCE	<u>\$2,268.39</u>

LIQUID ASSET FUND

Money Market Balance as of June 30, 2021	\$1,542.78
Interest – July 31, 2021	\$.01
Interest – August 31, 2021	\$.01
Interest – Sept. 30, 2021	\$.01
Interest – Oct. 31, 2021	\$.01
Interest – Nov. 30, 2021	\$.01
Interest – Dec. 31, 2021	\$.01
Interest – Jan. 31, 2022	\$.01
Interest - Feb. 28, 2022	\$.01
BALANCE	<u>\$1,542.86</u>

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
Interest – Sept. 30, 2021 (\$10.00 dormant fee)	\$5.31
Interest – Oct. 31, 2021 (\$10 dormant fee)	\$5.13
Interest – Nov. 30, 2021 (\$10 Dormant fee)	\$5.66
Withdrawn – added to Special Money Market Savings	
BALANCE	<u>\$0</u>

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 \$900,000)	\$901.12
Interest – Sept. 30, 2021 (Transfer in \$300,000)	\$946.18
Interest – Oct. 31, 2021 (Transfer out \$200,000)	\$906.82
Interest – Nov. 30, 2021 (Transfer in \$300,000)	\$1,044.87
Interest – Dec. 31, 2021 (Transfer in \$46,136.34)	\$1019.17
Interest – Jan. 31, 2022 (Transfer out \$2,000,000)	\$640.88
Interest – Feb. 28, 2022 (Transfer in \$300,000)	\$556.25
BALANCE	<u>\$3,123,004.96</u>

MACCRAY Schools Enrollment 21-22

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

FY 2023 Achievement and Integration Budget Expenditure Summary

District Number:	2180	District Name:	MACCRAY		
Proposed Budget			Actual Expenditures		
		Proposed Budget Ratios			Actual Budget Ratios
Direct Services to Students must equal at least 80% of total revenue	\$87,433.12	99.15%	DSS At least 80% of total expenditures	\$0.00	#DIV/0!
Professional Development may equal no more than 20% of total revenue	\$0.00	0.00%	Professional Development No more than 20% of total expenditures	\$0.00	#DIV/0!
Administrative/Indirect may equal no more than 10% of total revenue	\$746.79	0.85%	Admin/Indirect No more than 10% of total expenditures	\$0.00	#DIV/0!
Total Proposed Revenue:	\$88,179.91		Total Revenue Expended:	\$0.00	
Total Amount Proposed FIN 313	\$80,711.92		Improvement Planning Expenditures	81%	#REF!
Total Amount Proposed FIN 318	\$7,467.99		Districts must use up to 20% of integration revenue to implement an improvement plan (Minn. Stat. 124D.862 subd. 8 (c) 2).		
Amending Line Items To amend line items in this budget after it's been approved by MDE, strike the approved dollar amt and related budget narrative. Insert a row below the line you want to change (make sure the new row is <i>above</i> the total revenue line). Add a new dollar amt and narrative to the row you just added. Then highlight both lines with the color highlight function. Explain the change in the comments box at the bottom of the tab.					
UFARS Corrections You do not need to submit an amended budget to MDE in order correct UFARS codes. Instead, make UFARS corrections when you submit your Actual Expenditure report. Add a note to explain the correction. See the A&I Gudget Guide for more details on when to amend your MDE-approved budget.					
COMMENTS:					



**FY 2023 Achievement and Integration Budget
Administrative/Indirect Costs to Reduce Enrollment Disparities**

District Number: District Name:

10% Admin/Indirect Costs

List proposed FIN 318 Administrative/Indirect expenditures below. No more than 10% of this budget's total revenue may be proposed or used for administrative or indirect costs.

Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities in classes, schools, some programs, or between districts. Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?	
	ORG	PROG	FIN	OBJ				
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit this budget with actual FY23 expenditures by 12/1/23.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc.	Strategy # and Name
Robotics Coordinator			318		\$274.67		Pay and Benefits	Strategy #5: STEM/Robotics Coordinator will coordinate the August 2022 STEM/Robotics program, which includes hiring teachers, coordinating the development and delivery of the STEM/Robotics program, arranging busing and food, inviting students, etc.
Gamma Coordinator			318		\$274.67		Pay and Benefits	Strategy #4: Gamma Coordinator will coordinate the August 2022 Gamma program, which includes hiring teachers, coordinating the development and delivery of the Gamma program, arranging busing and food, inviting students, etc.
Gamma/Robotics Storage Fee			318		\$40.30		Fee	Strategy # 4 and 5: Fee to the fiscal host for storage of Gamma instructional materials, robotics kids, and STEM modules.
A&I Supervisor			318		\$157.15		Fee	Strategy 4 &5: Administrative fee to Willmar Public Schools for being the fiscal agent of West Central Achievement & Integration Collaborative.
			318					
			318					
FIN 318 TOTAL					\$746.79	\$0.00		

Add lines above the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

Improvement Funding Copy line items for improvement strategies and paste them into the Admin/Indirect section of the Improvement Planning tab.

Comments:



**FY 2023 Achievement and Integration Budget
Direct Student Service Costs**

District Number: 2180

District Name: MACCRAY

80% Direct Services to Students

List proposed FIN 313 expenditures for Direct Student Services below. At least 80% of a district's proposed expenditures must be used for strategies in a district's MDE-approved A&I plan that provide direct services to students. Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amt	Budget Narrative - Which strategy in your A&I plan does each line item support and how?	Strategy # and Name
	ORG	PROG	FIN	OBJ				
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit this budget with actual FY23 expenditures by 12/1/23.	Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement the strategy. Do not copy the strategy description from your plan.	
Coach Salary	005	605	313	140	\$54,400.00		Salary	1 - Reading/Math
FICA	005	605	313	210	\$4,162.00		FICA	1 - Reading/Math
TRA	005	605	313	218	\$4,652.00		TRA	1 - Reading/Math
Health Insurance	005	605	313	220	\$7,200.00		Health Insurance	1 - Reading/Math
403B	005	605	313	250	\$816.00		403B Retirement	1 - Reading/Math
STEM Teacher	005	605	313	140	\$8,160.00		Salary	1 - Reading/Math
FICA	005	605	313	210	\$624.24		FICA	1 - Reading/Math
TRA	00560		313	218	\$697.68		TRA	1 - Reading/Math
			313					
			313					
			313					
			313					
			313					
			313					
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			313					
			313					
			313					
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			313					
			313					
FIN 313 TOTAL					\$80,711.92	\$0.00		

Insert lines above the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:



**FY 2023 Achievement and Integration Budget
Direct Student Service Costs to Reduce Enrollment Disparities**

District Number: 2180

District Name: MACCRAY

80% Direct Services to Students

List proposed FIN 318 expenditures for Direct Student Services below. At least 80% of proposed expenditures in this budget must be proposed and used for strategies included in your district's MDE-approved A&I plan which provide direct services to students. Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities in classes, schools, some programs, or between districts. Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item support and how?	Strategy # and Name
	ORG	PROG	FIN	OBJ				
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.	Resubmit this budget with actual FY23 expenditures by 12/1/23	Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement the strategy. Do not copy the strategy description from your plan.	
Gamma Delivery			318		\$2,015.01		Summer Gamma program	Strategy #4: WC A&I
Gamma Field Trip			318		\$738.84		Summer Gamma program	Strategy #4: August 2022 Gamma field trip to study applied mathematics concepts in action.
Gamma Printing/Materials/Supplies			318		\$80.60		Summer Gamma program	Strategy #4
Robotics Delivery			318		\$1,209.01		Summer Robotics program	Strategy #5: WC A&I collaborative teachers plan and deliver summer STEM/Robotics Course for August 2022 for students entering grades 6-8 in fall of 2022. (Includes \$90/hr plus mileage coming in from an outlying district.)
Robotics Materials			318		\$2,677.74		Summer Robotics program	Strategy #5: Summer STEM/Robotics Course for August 2022 for students entering grades 6-8 in fall of 2022.
			318					
			318					
FIN 318 TOTAL					\$6,721.20	\$0.00		

Insert lines above the FIN 318 Total line to include those dollar amounts in proposed and approved revenue totals.

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:

MACCRAY Elementary School
Board Report
March 14, 2022

- Elementary benchmark reports
- Math Anchor Standards and overall ideal behind anchor standards
- Summer School Program
- Moving information...dates, progress
- Elementary Schedule for 22-23 ongoing
- Hiring
 - 5th Grade Opening
 - Two long-term sub positions to start 22-23
 - Social Worker
- MCAs...March 15 start date and final make-up date is April 26
- Board Visit Day...Thank you for spending part of your day with us.
- Upcoming Events
 - Wednesday, 4/6...Staff Meeting
 - Tuesday/Wednesday, 3/22 and 3/23...K-2 author visit (Amy Grove)
 - Elementary Field Trips

Mitchell Kent
Elementary School Principal

Board Report
MACCRAY High School
March 14, 2022

- **Student Support:**
 - We celebrated FFA week the week of Feb. 21., and FFA went to regions and our Parliamentary Procedures team went in and took second place. They will be representing the region at state along with Dassel-Cokato. Congratulations to the Parli Team!
 - I met with the Raymond-area boys to gauge their interest in representing the American Legion at Boys State. At this point there have been no applicants.
 - We've had five new students enroll over the last couple of weeks of which two are seniors. I wanted to give a special thank you to those who support that enrollment process (Sue and Kathi, Sarah, and Laura)!
 - Congratulations to our two basketball teams. The student section really showed up in Marshall to support the Girls team as they made their run in sub-section play. They were LOUD and represented the District well! In all, for the 18 or so athletic events that I have supervised between fall and winter seasons, I am extremely proud of the Blue Lagoon Student section.
 - Our BPA students are representing MACCRAY at State Competition, as I type this report. They will compete Thursday and Friday, and I will share if I have an update on any individuals who qualify for Nationals.
 - We are in the process of preparing to send the Senior Class off, and I am very happy with the Senior Class Officers for their willingness to participate in the process.
 - We are now in the fourth quarter of the school year. I feel like we have navigated the many twists and turns that the year always deals us with grace and aplomb. This is due to the quality of our staff.
- **Building Tidbits:**
 - The kitchen/cafeteria work will start March 29th. We have rearranged the schedule a tiny bit to accommodate a reduction to two lunches, with no impact on student learning.

Respectfully Submitted,

Judd K. Wheatley
High School Principal

MACCRAY School Board Report
Sherri Broderius - Superintendent
March 8, 2022

1. I am currently working with our architect Justin Sorenson, Clara City Police Chief Wood and Officer Mike, Chippewa County Sheriff Olson and Emergency Management Wienke and Kandiyohi County Sheriff Holien to create the new emergency plan for the school. Thus far in a meeting with these folks we asked Justin to create maps of this new building that would allow them to do their work in the case of an emergency. Emergency planning will not only include maps of the building but incident command preparation as well as Active Shooter training to all staff which is already scheduled for back to school in August.
2. We are working on furnishing the new building and have been for quite some time. Teacher desks are here. Most student desks are relatively new as are chairs and will be moved over. Ben Johnson and I are working on welding equipment and the plasma cutter and improving efficiency in the shop area. Furnishings for library spaces have arrived. We just ordered a new 6'8' Baldwin piano for the auditorium and Carlson music will deliver and set up for free when the auditorium is ready.
3. At this writing, the board negotiators, Kim and I await the voting results in hopes of ratification of the Teacher Master Agreement. Scott Ruitter will offer a report on the results at the Monday night meeting. You will have the entire agreement if it passes hopefully by the time the packet goes out this week.
4. The 4 Day Week application will be ready to go to MDE after you vote on Monday night. I have worked with BBE and ACGC on parts to illustrate how we can continue to work together. Also, we have, I feel, done our due diligence on reaching out to our public. I have had the good fortune to hear some really great commentary from a lot of people who called, literally talked to me on the street or emailed me about the 4 Day. One piece I am especially proud of is the personal way we reached out to our ML (EL) population through a Chukeese interpreter.
5. Legislatively, I keep apprised on any movement and discussions through MREA and MSBA. The big items being discussed now are cross subsidy funding. If it's not 100% of the schools in the state who have a special ed cross subsidy it is very close. The Governor's target budget is \$745m. And, of the total state budget \$3.8m is one time money. I agree with legislators who say that the most recent finding of an extra \$2b in reserves should not be counted on because the office of auditing is finding it difficult to keep up with state finances. The Parent Bill of Rights seems to be strong. There is also talk of schools getting special dispensation on being able to secure short call substitute teacher licenses. PELSB is against this however.

March 2022 Activities Director Report

1. All winter activities have concluded their seasons.
 - a. Wrestling lost in the first round of the team section tournament to NL-S. In the individual tournament, Austin Sweep finished in 4th place. Only 1st and 2nd place wrestlers move on to the state tournament.
 - b. Boys basketball won their pigtail game vs YME but lost in the quarter finals to Lakeview.
 - c. Girls basketball went into the subsection tournament as the 6th seed. In the quarter finals they upset Canby; then in the semis they upset the number 2 seed, LQPV. They lost in the subsection finals to Minneota.
2. BPA competed at the state tournament last Thursday, Friday and Saturday. If I get any results, I will share at the board meeting.
3. Knowledge Bowl concluded its season at the Sub Regional at Ridgewater on 2/25/22. Neither team qualified for the Regional competition. During the regular season, the team participated mostly as a JV and Mrs. A. Cook said we placed in 4 of the 6 events.
4. Math league also concluded their season. Mr. Olson said, “the Math League team finished it's year in 4th place out of 6 schools in the section. We had one of the highest scoring seasons to date! Our best scoring individuals were (out of 120+ students):”
 - a. Josiah Seehusen - 27th ranked individual in Section 3A
 - b. Malinda Petersen - 31st ranked individual in Section 3A
 - c. Evan Laumb - 38th ranked individual in Section 3A
5. We have moved the spring play back a couple weeks because of a late start. Performances will be on Saturday, 4/2/22 at 7:00 and Sunday, 4/3/22 at 2:00.
6. The MACCRAY band will be competing in the Large Group competition on Monday, 3/14/22 at KMS. The choir will not be attending.
7. Congratulations to Ella Bourne for scoring over one thousand career varsity points. Also, to Gabby Randt for breaking our school record in rebounds.
8. Thank you for approving the spring 2022 coaches and activity supervisors. (list attached)
9. Please take a look at the attached MSHSL document which highlights a school's responsibility when facing student harassment issues. It not only lists the MSHSL bylaws, but gives some tips on how to handle a harassment situation.

Activity Coaches & Supervisors - Spring 2022

Baseball	Nate Hebrink Tyler Wrede Brandon Grund Trent Carlson Jesse Westbrook	Varsity Asst. JH Volunteer Volunteer
Track - B/G	Cole Christopher Arron Enger Kayla Kutzke	Asst. JH JH
Softball	Nancy Thoma Brian Brandt Emily Torkelson Erica Bradford	Varsity Asst. ½ time pay JH (shared pay) JH (shared pay)
Golf – B/G	Bryce Olson To be decided	Head Asst./JH
Boys Tennis	Andrew DuHoux Ashley Trulock	Varsity Volunteer
Spring Play	Phillip Iverson	
Weight Room Coach - Seth Falk		



MACCRAY Community Ed & Rec
Denise Smith, Director

March 2022 School Board Report

Highlights

- ❖ **Winter 21-22 Booklet (December – February)**
 - ECFE Classes – all classes were at or close to maximum – see attached pictures
 - Youth – 1st/2nd Gr. Saturday Hoops, Art Classes, Children’s Choir, STEM, Snowmobile Safety, Gun Safety
 - Adult – SAIL, Zumba, Cake Decorating, 55+ Driver Improvement Classes, Pickleball
 - Open Gym – All 3 Sites/January & February
 - * Average around 60 people each Sunday.

- ❖ **Elementary Traveling Basketball and Wrestling - Done**
 - Youth Basketball – 82 students
 - Wrestling – 39 students
 - See attached pictures

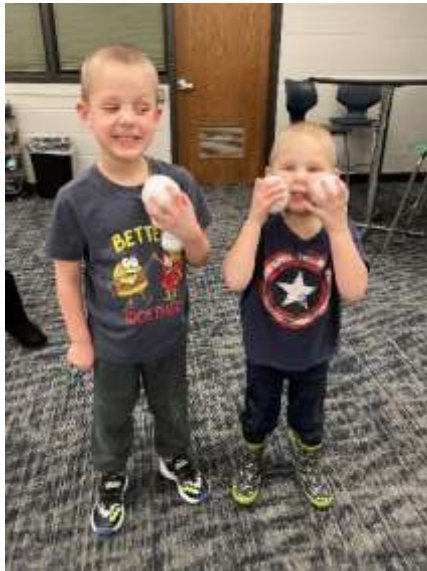
- ❖ **Spring 2022 Flyer – See Attached**
 - Junior Players/Spring Elementary Musical Rapunzel - April
 - Received a \$2,500.00 Southwest MN Arts Council Grant – Nikki Erickson

- ❖ **Summer Program Planning – Starting**
 - Summer Rec in Raymond Again – Shuttle Bussing
 - Night Baseball Coaches Meeting – March 17th

- ❖ **RegWorks – New Registration/Online Payment System**

- ❖ **Community Garden**
 - Looking for additional gardeners
 - Garden meeting in April

ECFE Winter 2021-22
Merry Grinchmas, Blizzard Blitz, and Will You Be My Valentine



MACCRAY '22 Basketball & Wrestling

3rd Grade Girls

Coaches Kayla Brandt & Brittney TerWisscha-Grussing



4th/5th Grade Girls
Coach: Noah Hultgren



6th Grade Girls

Coaches: Jaclyn & Toby Sunderland and Ashley Trulock



3rd Grade Boys

Coach: Justin Dirksen



4th Grade Boys
Coaches: Lucas Post & Cory Janssen



5th Grade Boys
Coaches: Nathan Bourne & Cameron Macht



**6th Grade Boys
Coach: Chris Thissen**



**Elementary Wrestling
Coach: Andy Bristle**





MACCRAY COMMUNITY

ED & REC

SPRING 2022

MARCH - APRIL



If you want a hard copy of the Community Ed booklets/newsletters through the mail, please contact Denise at 320-847-2154, Ext. 1323 or email her at smithd@maccray.k12.mn.us. We will no longer be doing bulk mailings to all box holders in our school district.

Spring 2022

March & April

Programs & Classes

Table of Contents

Page 3-4: **General Information**

Page 5-8: **Early Childhood/Preschool Programs**

Page 9-11: **Youth Enrichment Classes**

Page 12-14: **Adult Classes**

Page 15: **MACCRAY 2180 Foundation Silent Auction Fundraiser**

Page 16: **Registration Form**

Call Denise at 320-847-2154, Ext. 1323 or email smithd@maccray.k12.mn.us if you would like to teach a class or coach an activity **AND/OR** you have an idea for a class or activity.

Together we can build the best Community Ed and Rec Department that serves all members of our communities!



Remember to register early to make sure you get a spot for the class!



"Like" us at MACCRAY Community Ed & Rec.



New Online Registration & Payment Option

We have switched over to RegWerks for our online registration and payment option. We feel this new system will better serve our customers with registering and paying online for classes. There are no fees for paying online. Below is how to access the system:

1. Go to school's website: www.maccray.k12.mn.us.
2. Click on "Community Ed" on the top menu bar.
3. Click on "Register & Pay Here".
4. You will need to set up an account initially to access the system. After that, just log in with credentials.
5. Setting up an account – one parent or guardian creates a family account and adds all family members. Registrations are recorded and tracked based on the Account Holder's email address. Once the data is entered, you will not need to do this every time you sign up for a class for yourself or your child.
6. From there, you will be able to see the classes offered for the current booklet. Fill out the required information and add to your Shopping Cart. When done, click on your Shopping Cart to pay.

Not comfortable with online options? NO WORRIES! You can still register through paper registration and cash/check payments. Contact Denise at 320-847-2154, Ext. 1323 with any questions or concerns.

Cancellation & Refund Policy

We reserve the right to cancel any class due to low enrollment and a full refund will be given to those that signed up for the class. If the class is postponed due to weather, another date will be selected for the class. If a person is unable to attend the new date, a full refund will be given out.

If you are not able to attend a class and want a refund, cancellations must be requested two days prior to the starting date of the class or activity. A \$5.00 processing fee will be charged. Forfeiture of your registration fee will occur if not done within this timeframe. No refunds will be given once class starts.

Community Ed Staff

Denise R. Smith, Director
320-847-2154, Ext. 1323
smithd@maccray.k12.mn.us

Kristine Klosterboer
Early Childhood Coordinator, ECFE,
Early Childhood Screening & Preschool
320-367-2396
klosterboerk@maccray.k12.mn.us

Heather Shamla
Preschool Secretary & Billing
320-967-4282
shamlah@maccray.k12.mn.us

CER Advisory Council

Debi Brandt
Laura Bristle
Mac Hendrickx
Kristine Klosterboer
Sarah Macht
Kendra Peterson
Sam Peterson
Dave Plagge
Laine Rieger
Meghan Sunderland
Nancy Winter



School Contact Information

East Elementary: 320-967-4281
West Elementary: 320-367-2396
Jr/Sr High School: 320-847-2154



Pictures

We may take pictures during activities of groups or individuals and use for the promotion of CER. If you object to your or your child's photo being used, please notify Denise at 320-847-2154, Ext. 1323.

Summer Rec Employment



Need a summer job? Love working with kids? We have the perfect job for you!

We are currently hiring our summer rec staff for this coming summer. You need to be at least finishing up 7th grade this year to apply for a position. If interested or have questions, contact Denise Smith at smithda@maccray.k12.mn.us or visit her in the high school office.

*Also, night baseball umping jobs available.

Community Ed & Rec is always looking for people who are willing to share a skill, talent, expertise, hobby or career experiences with others. Classes can be as flexible as you need them to be – plus earn some extra income!

Contact Denise at 320-847-2154, Ext. 1323 if you are interested in teaching a class.



Bus Drivers Needed



Palmer Bus Company is hiring bus drivers for school routes and activities. It will train people interested and donate \$250 to a school activity for anyone who begins and becomes a driver. Palmer's goal is to serve their communities by safely transporting students. If interested, contact John DuHoux at 320-847-3109.

COMMUNITY ED & REC POLICY STATEMENT

The MACCRAY Community Ed & Rec Department does not provide accident insurance for the participants in any of its programs/activities. Participants assume all inherent risk of injury resulting from their involvement in programs or activities.



Programming for the month of May will be included in the summer activity booklet due to the early out date. That booklet will cover May through August. It will include camp and summer rec information. Be watching for that to come out the middle of April.

MACCRAY Early Education Programs

Early Childhood Programs are held at both East Elementary in Raymond and West Elementary in Maynard. Occasionally classes may be offered at the high school in Clara City. Early Childhood classes, events, and services are for families with children **ages birth to not yet in kindergarten.**

Early Childhood Programs offered include:



(Early Childhood Family Education)

ECFE is based on the idea that the family provides a child's first and most significant learning environment. Parents are the child's first and most important teachers. ECFE's goal is to enhance the ability of all parents and other family members to provide the best possible environment for their child's learning and growth.

**Register with Denise at CER
for all ECFE classes.**



Early Childhood Screening



Early Childhood Screening is required for all children before starting kindergarten. Children may be screened beginning at age 3. Look for more information in the next couple of pages.

**Contact Kristine Klosterboer for early
childhood screening questions and
information.**



MACCRAY school readiness/preschool is a program for children 3 to 5 years of age who are not yet enrolled in Kindergarten. The goal of our preschool program is to provide children with a fun and enriched preschool experience that will assist parents with the emotional, social, intellectual, and physical development of their child. More information in the next couple of pages.

**Contact Kristine Klosterboer with questions
about our school readiness programming.**

Early Childhood Staff

Kristine Klosterboer:

Early Childhood Coordinator
ECFE, Early Childhood Screening, & School
Readiness/ Preschool

klosterboerk@maccray.k12.mn.us

or 320-367-2396

Heather Shamla:

Preschool Secretary
Preschool Billing/Questions

shamlah@maccray.k12.mn.us

or 320-967-4282





Spring ECFE Classes



Lucky Me

Come and join us for some St. Patrick's Day holiday themed fun with games, a story, activities, and more!

Date: Thursday, March 17th

Time: 5:30 P.M. -6:30 P.M.

Location: MACCRAY High School Library

Cost: \$5.00

Ages: 3-5 (not yet in kindergarten)

Registration deadline: Thurs., March 10th

Music & Motion



This is a non-separating two night class where you and your child will create instruments, explore music and movement with their creations, and learn many new songs and movements to do together.

Date: Tues. & Thurs., March 29th & 31st

Time: 5:30 P.M. -6:30 P.M.

Location: MACCRAY High School Library

Cost: \$5.00

Ages: 3-5 (not yet in kindergarten)

Registration deadline: Tues., March 22nd



Hopping into Spring

Join us for a hopping good time with all things spring! This is a non-separating class with games, art, and more!

Date: Tuesday, April 12th

Time: 5:30 P.M. -6:30 P.M.

Location: MACCRAY High School Library

Cost: \$5.00

Ages: 2-5 (not yet in kindergarten)

Registration deadline: Tuesday, April 5th

**** Remember to pre-register for all classes!**
Each class has a minimum of 5 students needed to have the class and will have a maximum of 12 students. We will decide the day after the deadline if a class will run.
You can register with Denise at CER for all ECFE classes.

Sliding Fee Scale

Free: Current family monthly gross income of \$1800 or less.

Half Price: If family monthly income is below the following guidelines.

Full Price: If family monthly exceeds the guidelines below.

Household Size	2	3	4	5	6	7	8
Monthly Income	2,583	3,204	3,870	4,536	5,202	5,868	6,534

No family will be denied access due to inability to pay

**** Sibling care is available for all classes. Please let us know when you register so we have someone available.**

MACCRAY Preschool

Welcome to MACCRAY Preschool! MACCRAY preschool is a program for children 3 to 5 years of age who are not yet enrolled in Kindergarten. The goal of our preschool program is to provide children with a fun and enriched preschool experience that will assist parents with the emotional, social, intellectual, and physical development of their child. Our preschool programs offer fun and meaningful experiences for the children through music, literacy, writing, math, science, technology, as well as fine and gross motor activities. We continue to implement Creative Curriculum for Preschool into the classrooms, along with the Teaching Strategies Gold to assess student progress throughout the school year.

2022-2023 Preschool Class Options

3-Year-Old Preschool Class

*Must be 3 by September 1, 2022

2 Full Days (8:00-4:00) Tues./Thurs. or Wed./Fri. (\$160/mo.)

4 Full Days (8:00-4:00) Tuesday-Friday (\$320/month)

4-Year-Old Preschool Class

2 Full Days (8:00-4:00) Tues./Thurs. or Wed./Fri. (\$160/mo.)

4 Full Days (8:00-4:00) Tuesday-Friday (\$320/month)



Children who are eligible to participate in MACCRAY preschool programming for the 2022-2023 school year must:

- *be 3 years old or older on September 1, 2022
- *be toilet trained
- *meet current Minnesota immunization requirements

*Programming will run from September-May.

*Fees are charged to pay for program costs.

*Scholarships are available for qualifying families. Information available on the MACCRAY school website or email Heather at shamlah@maccray.k12.mn.us with questions.

*We are a four-star Parent Aware rated school readiness program with the goal of preparing all children for kindergarten.

*Parents interested in preschool classes can find information on the MACCRAY schools website at www.maccray.k12.mn.us or send inquiries to klosterboerk@maccray.k12.mn.us or shamlah@maccray.k12.mn.us.

Link to preschool information on the website:

<https://www.maccray.k12.mn.us/page/4407>

Link to scholarship information:

<https://www.maccray.k12.mn.us/page/4437>

PRESCHOOL





Hop on Board for Preschool Registration opening on March 8th

Be on the lookout for registration information in the mail soon! All registrations will be online. You can find the registration on the school website; there is a preschool tab under the “schools” tab at the top. The information coming in the mail will also have a QR code to take you right to the registration form.

If you are new to the area, have any questions about registration or scholarship information, please contact Heather or Kristine.

Heather: shamlah@maccray.k12.mn.us or 320-967-4282

Kristine: klosterboerk@maccray.k12.mn.us or 320-367-2396



Adventures in the 4-H World *Head, Heart, Hands, Health*

Kids will have so much fun with all the hands-on activities planned for this 4-H class. Kids will be diving into the building blocks of food science with chemistry, biology and math in a kitchen setting.

- Grades:** 1st – 3rd
- Dates:** Thursdays, March 31st and April 7th
- Time:** After-School; 4:30 – 5:30 p.m.
- Cost:** \$20.00
- Location:** High School Ag Room
- Instructors:** Nate Erickson & Rachel Mitchell
4-H Extension Educators
- Deadline to Register:** *March 25th*



Rock Painting

Kids will tap into their creativity with their unique rock painting designs, plus they will make a box to put them in. Kids can even do positive messages on their rocks. Messages can include love, joy, peace, thinking of you, friends, smile, etc. Let's spread some sunshine!

- Grades:** 2nd - 6th
- Date:** Thursday, March 24th
- Time:** After-School; 4:30 – 5:30 p.m.
- Location:** High School Room #107
- Fee:** \$10.00
- Instructor:** Linda Ruschen
- Deadline to Register:** *March 18th*

Scholarships are available for all youth programming. Contact Denise at 320-847-2154, Ext. 1323 or email her at smithd@maccray.k12.mn.us to apply for one.



Spring Flower Bouquet

Spring into spring with a beautiful flower bouquet. Your child will have a great time putting colorful flowers together for the perfect arrangement that will brighten up your home. They will be using their creativity to create a unique design and have tons of fun putting it together.

- Grade:** 2nd – 6th
- Date:** Wednesday, April 6th
- Time:** After-School; 4:30-5:30 p.m.
- Cost:** \$20.00
- Location:** High School Room #107
- Instructor:** Linda Ruschen
- Deadline to Register:** *April 1st*



ATV Safety Class

Every year we hear in the news of a person critically injured or killed due to an accident with an ATV. This class will be an overview of ATV safety and the dos and don'ts in safely riding and driving an ATV (All Terrain Vehicle). Protect your children and sign them up for this class. The class will be taught by law enforcement personnel trained in ATV safety. This is an overview safety class, so participants will not get certified with this class.

- Ages:** 11 – 15
- Date:** Monday, March 21st
- Time:** 9:00 – 11:00 a.m.
- Cost:** \$5.00
- Location:** High School Room #107
- Instructors:** Chief Kim Woods,
Clara City Police Department
Sheriff Derek Olson,
Chippewa County Sheriff
- Deadline to Register:** *March 17th*



Lifeguarding Class

The American Red Cross Lifeguarding Today course gives participants the knowledge, skills and practice to become a certified lifeguard. CPR and First Aid

Training are included in the course of instruction. Prerequisites for this class are:

- * Must be 15 years of age.
- * Complete the Hybrid Portion before Friday, March 25th.
- * Swim 500 yards using the crawl, breaststroke, and sidestroke.
- * Dive to at least 9 feet and bring a diving brick to the surface.
- * Tread water for one minute without the use of hands.

The class will be scheduled Friday evening and all day Saturday. Plan to be in the water parts of both days. To register, call Dawson-Boyd Community Ed at 320-312-2318.

Date/Time: Friday, March 25th, 5:00 - 8:00 p.m.
 Sat., March 26th, 8:00 a.m. until done

Location: Dawson-Boyd School Pool

Cost: \$210.00 includes a mask

Deadline: March 14th



Lifeguarding Review Class

This class is for those who have current Lifeguard Training but need to renew after two years. CPR and First Aid recertification are included. You must bring your current certification card to class. To register, call Dawson-Boyd Community Ed at 320-312-2318.

Date: Sunday, March 27th

Time: 1:00 p.m. - 7:00 p.m.

Location: Dawson-Boyd School Pool

Cost: \$160.00 includes a mask

Deadline: March 14th



Self Defense Class

A self-defense class teaches people how to defend themselves from an attacker. Self-defense classes help improve awareness of one's surroundings and how to avoid areas and situations that are more dangerous. Additionally, participants will learn to be more aware of themselves so they can be prepared to handle any dangerous situation that they might suddenly find themselves in. It is comforting to know that you can defend yourself from an attacker and protect your children when needed.

Ages: 15 & Up

Date: Thursday, March 24th

Time: 6:30 – 8:30 p.m.

Cost: \$15.00

Location: West Elementary Gym/Maynard

Instructor: Nate Speiser and Dan Hanson
 Karate Black Belt Instructors

Deadline to Register: March 17th

GREEN LAKE BMX
 FIND US ON FACEBOOK @GLBMX

NO ONE SITS ON THE BENCH IN BMX

SPICER, MN

SIGN UP FOR OUR
 2022 NEW RIDER
 LEAGUE ON OUR
 FACEBOOK PAGE!
 STARTS JUNE 7TH

FIRST
 PRACTICE
 AND RACE
 ARE FREE

221 W SOUTH ST, SPICER

BEHIND THE GREEN LAKE BALL DIAMONDS

PRACTICE EVERY TUESDAY 6-8 PM

RACE EVERY WEDNESDAY 7 PM,
 REGISTRATION STARTS AT 6 PM

CALL OR TEXT (320) 403-2473

RACING STARTS IN MAY

Junior Players

Spring Elementary Musical

Rapunzel



Casting call for all girls and boys in grades 1st – 6th! Are you interested in acting or being center stage? Do you love to get creative and try new things? Have you ever wanted to try acting but haven't had the chance? We will be putting on a musical version of the classic fairytale, Rapunzel, but with a fun, modern twist! We will act, sing, dance and learn about all the pieces that go into putting on a play. All interest and ability levels are welcome here and this is a great way to have a super fun theater experience this spring. Don't miss your chance to be a star! Please plan to send a snack/beverage with your child. We will provide the actors and actresses with a meal on April 22nd, the night of the community performance.

This activity is funded in part with a grant from the Southwest Minnesota Arts Council made possible by the voters of Minnesota, thanks to a legislative appropriation from the arts and cultural heritage fund.

Grades: 1st – 6th

Dates/Times: Monday/Tuesday, April 11th & 12th: 4:30 – 6:30 p.m.
Wednesday/Thursday, April 13th & 14th: 4:30 – 6:00 p.m.
Monday, April 18th: 1:00 – 5:00 p.m. (*May be optional for some actors/actresses.*)
Tuesday/Thursday, April 19th & 21st: 4:30 – 6:30 p.m.
Wednesday, April 20th: 4:30 – 6:00 p.m.
Friday, April 22nd: Practice 4:30 – 7:00 p.m.; Community Performance at 7:00 p.m.

Location: High School

Cost: \$35.00

Instructor: Nikki Erickson, Theater Director

Minimum #: 11

Maximum #: 28

Deadline to Register: April 6th

**Free performance on Friday, April 22nd, at 7:00 p.m.
There will be a free-will donation for our youth scholarship fund.**



Stained Glass Creations

This is a beginners class. You will learn all the steps of creating a stained glass window. From cutting to leading to soldering, we will

do two complete projects. One will be done using the lead came method and the other will be done using the copper foil method. At the completion of the class, each participant will be able to continue on and create designs of their own.

Students will need to get some supplies and tools for the class project; materials are also available from the instructor. Expect to pay \$25-\$70 for your supplies and tools. Some books and materials will be supplied by the instructor.

Dates/Times: Tuesday, April 5th: 7:00 – 9:00 p.m.
Saturdays, April 23rd and 30th
10:00 a.m. - 3:00 p.m.

Cost: \$80

Location: High School Ag Room

Instructor: Tom Nelson

Deadline to Register: March 31st



Flower Porch Planter

Beautify your home all spring and summer with an amazing flower porch planter. You will get to use your creativity with making your planter using a blend of various

flowers and greens. All materials provided.

Date: Saturday, April 2nd

Time: 10:00 – 11:00 a.m.

Cost: \$45.00 (includes all materials & pot)

Location: L & E Greenhouse - Maynard

Instructor: Karen Andol

Minimum #: 5

Maximum #: 12

Deadline to Register: March 28th

Succulent Hanging Basket or Ball



Use your creativity in putting together a colorful basket or ball filled with flowers, succulents, and greenery

fillers. This is a perfect way to bring beauty to the outside of your home. All materials provided including the pot.

***Note: You may leave your creations for both plant classes at the L & E Greenhouse until May 7th if concerned about the colder weather.**

Date: Saturday, April 2nd

Time: 2:00 – 3:00 p.m.

Cost: \$55.00 (includes all materials)

Location: L & E Greenhouse - Maynard

Instructor: Karen Andol

Minimum #: 5

Maximum #: 8

Deadline to Register: March 28th

MACCRAY Community Garden

Clara City



Interested in having a garden and growing your own vegetables and flowers, but you don't have the space for one at your home? We have full and partial plots available in our community garden next to the storage shed by the High School.

Please contact Denise at 320-847-2154, Ext. 1323 or email her at

smithd@maccray.k12.mn.us

if you are interested in having a plot for the 2022 growing year.





Self Defense Class

Self-defense classes teach people how to defend themselves from an attacker. Self-defense classes help improve awareness of one's surroundings and how to avoid areas and situations that are more dangerous. Additionally, participants will learn to be more aware of themselves so they can be prepared to handle any dangerous situations that they might suddenly find themselves in. It is comforting to know that you can defend yourself from an attacker and protect your children when needed.

Ages: 15 & Up
Date: Thursday, March 24th
Time: 6:30 – 8:30 p.m.
Cost: \$15.00
Location: West Elementary Gym/Maynard
Instructor: Nate Speiser & Dan Hanson
Karate Black Belt Instructors

Deadline to Register: *March 17th*

55+ Driver Improvement Classes



Want to get a discount on your car insurance? These classes are what you need to start saving money! You first need to attend a starter 8-hour course and then only a 4-hour refresher course every 3 years to keep that discount in place. Instructor is Larry Hastad.

4-Hour Refresher Course:

Date: Wednesday, May 4th
Time: 5:00 – 9:00 p.m.
Cost: \$20.00
Location: High School
Minimum #: 10

Deadline to Register: *April 29th*



Blended Zumba®

This is a perfect workout for everybody and every “body”. There will be a mix of levels of intensity provided to match your comfort level for exercise. Zumba is a mix of dance moves for an interval-style, calorie-burning dance fitness party! Once the Latin and world rhythms take over, you’ll see why this fitness class is often called exercise in disguise. It is a total workout, combining all elements of fitness – cardio, muscle conditioning, balance and flexibility, boosted energy and a serious dose of awesome each time you leave class.

Date: Thursdays - 6 Sessions
Starting March 10th
Time: 6:30 – 7:30 p.m.
Cost: \$50.00
Location: High School Cafeteria
Instructor: Sara Toov
Minimum #: 10
Deadline to Register: *March 4th*



This fitness class is an evidence-based strength, balance and fitness program for adults 65 and older.

Performing exercises that improve strength, balance and fitness are the single most important activity that adults can do to stay active and reduce their chances of falling. SAIL focuses on exercises which improve strength, balance and fitness levels. Attendees feel better and are able to stay independent longer. It can be done standing or seated. Registrations are on-going, so start when it works with your schedule.

Dates: Mondays, Wednesdays, and Fridays
No Class: April 15th
Time: 8:30 – 9:30 a.m.
Cost: \$20.00
Location: Bethany Reformed Church
Instructor: Mary Abrahamson



Go Minnesota Twins!!!

Come out and cheer on our Minnesota Twins as they take on the Detroit Tigers for a day game.

* Date: Wednesday, May 25th

* All ages. Youth 13 and younger must have someone with that is a minimum of 16 years old.

* \$55.00 – includes the charter bus ride and ticket. Food & beverages on your own. Feel free to pack a lunch, but check the Twins website for rules on bringing items into the park.



* Bus will leave the MACCRAY High School at 9:00 a.m. and return around 6:00 p.m. Game is at 12:10.

* Maximum – 54

* **Deadline to register: May 1st**



Stag & Doe at DayTrippers Theatre

Two brides-to-be and only one Community Hall.

What could possibly go wrong in this hilarious look at small town weddings gone wrong!? Two brides cut a deal to share the same Community Hall and marital mayhem erupts in a class of wedding parties. One of the bridesmaids still isn't over getting dumped at the altar by one of the grooms and the caterer's staff ends up in jail!

Date: Wednesday, April 20th

Time: 10:00 a.m. – 6:30 p.m.
(Dinner @ 12:15 & Show at 1:15)

Meet at Donner's Crossroads in Clara City.

Cost: \$70.00
(includes charter bus/meal/show)

Maximum #: 54

Deadline to Register: April 1st

Footloose at Chanhassen Dinner Theatre



When Ren and his mother move from Chicago to a small farming town, he is prepared for the inevitable adjustment period at his new high school. But, he's not prepared for the rigorous local edicts, including a ban on dancing instituted by the local preacher, who is determined to exercise control over the town's youth.

When the reverend's rebellious daughter sets her sights on Ren, her roughneck boyfriend tries to sabotage Ren's reputation, with many of the locals eager to believe the worst about the new kid. The heartfelt story that emerges pins a father longing for the son he lost against a young man aching for the father who walked out on him. *Footloose* celebrates the wisdom of listening to young people while guiding them with a warm heart and open mind.

Date: Wednesday, June 8th

Time: 10:00 a.m. – 6:30 p.m.
(Dinner @ 11:00 & Show at 1:00)

Meet at Donner's Crossroads in Clara City.

Cost: \$70.00
(includes charter bus/meal/show)

Maximum #: 54

Deadline to Register: April 27th



Wolverine Walkers

Join the *Wolverine Walkers* and walk the hallways of our schools during the school year. The buildings will be open on Mondays and Wednesdays. **There is no fee, but registration is required.**

East/Raymond: 6:00 – 7:15 a.m.

West/Maynard: 6:00 – 7:15 a.m.

High School/CC: 6:00 – 7:15 a.m./6:00 – 8:00 p.m.



MACCRAY 2180 Foundation

"Improving the World One Student at a Time"

Box 690; Clara City, MN 56222

March, 2022

Greetings!

The MACCRAY 2180 Foundation's mission is to enhance and promote the educational learning experiences for all students. We annually grant close to \$10,000 in teacher/coach requests for things like youth scholarships, classroom and curriculum enrichments, field trips, library books, sports equipment, technology updates, and more.

To raise money for our mission of helping students, we are planning to hold a spring online auction. Please see the below two options for you to consider for this. ***100% of the proceeds raised goes towards helping our students.***

Option #1: Donating an item for our online auction. Suggestions for items include gift certificates, merchandise from your business, homemade items, theme baskets, etc. Please let us know the approximate value of your donation so that we know where to start the bidding. Items for the auction can be dropped off at any of the schools no later than **March 31st**. If you need someone to pick up the donation, please contact either Nathan Bourne or Linsey Saue at the phone numbers listed at the bottom of this letter.

Option #2: A cash donation. Donations can be mailed to the address listed above.

Thank you so much for your consideration and support of the 2180 Foundation and its goal of "***improving the world one student at a time***".

Sincerely yours,

Nathan Bourne

Linsey Saue

Nathan Bourne
507-531-1135

Linsey Saue
320-979-0210



MACCRAY Community Ed & Rec

Denise R. Smith, Director

MACCRAY School District

P.O. Box 690; Clara City, MN 56222

320-847-2154, Ext. 1323; smithd@maccray.k12.mn.us

Facebook: Maccray Community Ed & Rec

COURSE REGISTRATION (*One form per person*)

To register, complete the below requested information and mail to the address listed above along with your payment. Make checks payable to MACCRAY Community Ed & Rec. You may also complete the online form and pay online through the school's website at www.maccray.k12.mn.us. See page 3 for instructions.

Participant Name: _____ Grade/Age (if applicable): _____

Parent's Name (if applicable): _____

Address & City/Zip: _____

Email Address: _____

Preferred Phone Number: _____

Class Name: _____ Fee: _____

Class Name: _____ Fee: _____

Class Name: _____ Fee: _____

In consideration of participation in the MACCRAY Community Education and Recreation activities, I hereby acknowledge and do enter this program at my own risk, assuming all known and unknown risks. I also agree to indemnify and hold harmless the MACCRAY School District #2180, Community Education, and its employees from any and all injuries I may incur. All persons under the age of 18 years old must have a parent/guardian signature to participate in this activity.

Adult Participant Signature: _____

Parent/Guardian Signature (if applicable): _____

Date: _____





Education & Administrative Resources

1420 East College Drive
Marshall, MN 56258
www.swsc.org

SWWC Contracts Summary

	21-22 Contracts	22-23 Contracts
Member: MACCRAY School District		
Child Count on Contracts	763	729
Membership Dues (One-Time)	\$.00	\$.00
Administrative Solutions		
Environmental/Occupational Health & Safety Management Program	\$5,760.00	\$5,940.00
Health & Safety Management Assistance	\$2,172.33	\$2,172.33
Drug & Alcohol Services	No	No
Regional Management Information Center		
• Business/SMART Systems Services	\$13,536.05	\$13,349.40
• MARSS/Other Revenue Reporting Services	\$1,934.10	\$1,810.30
• Extended Services Subscription	\$.00	\$.00
Technology Services		
• Basic Technology Services	\$.00	\$.00
• Supplemental Technology Support & Integration Block Hours	\$.00 2 days/week	\$.00 2 days/week
• Technology Coordinator and/or Integration Services	\$51,064.00	\$52,936.00
• E-Rate Coordination Services	\$2,850.00	\$2,850.00
• Comprehensive Cyber Security	\$.00	\$.00
Educational Solutions		
Special Education Services (excluding Autism Services):		
• School Psychologist	\$55,120.00	\$62,700.00
• Speech/Language Pathologist	\$.00	\$.00
• School Social Worker	\$.00	\$.00
• Teacher of the Visually Impaired	\$24,200.00	\$2,865.00
• Early Childhood Special Education Teacher	\$.00	\$.00
• Teacher of the Deaf/Hard of Hearing	\$15,900.00	\$16,050.00
• Special Education/DAPE Teacher	\$7,549.00	\$4,100.00
• Occupational Therapy	\$91,080.00	\$87,400.00
• Occupational Therapy Supervision	\$.00	\$.00
• Orientation and Mobility Services	\$4,400.00	\$3,820.00

<ul style="list-style-type: none"> • Physical Therapy • Regional ECSE Coordination • Special Education Cooperative Membership Fee • Shared Special Education Administrative Services • Single District Special Education Administrator 		\$23,210.00		\$14,430.00
		\$1,953.98		\$1,925.00
		\$.00		\$21,800.00
		\$34,464.00		\$41,840.00
		\$.00		\$.00
TOTAL SPECIAL EDUCATION SERVICES		\$257,876.98		\$256,930.00
Autism Consultant Services		\$.00		\$.00
Behavior Analytic Services		\$7,725.00 Package B		\$7,875.00 Package B
Mental Health Services		\$.00		\$.00
Shared Services (Standards Alignment, PLCs, Professional Development and Curriculum)		\$.00		\$.00
Teaching & Learning Collaborative Services		\$18,312.00		\$17,903.00
Teaching & Learning Customized Services		\$.00		\$.00
Instructional Coaching for Teachers		\$5,250.00		\$5,650.00
STARRS Online Academy		Yes		Yes
TOTAL		\$366,480.46		\$367,416.03

**SWWC SERVICE COOPERATIVE
MEMBERSHIP AGREEMENT
2022-23**

THIS AGREEMENT, is executed this 1st day of February, 2022, (the "Execution Date") by and between SWWC Service Cooperative (hereinafter referred to as "SWWC"), and MACCRAY School District, No. 2180, located at Clara City, Minnesota (hereinafter referred to as the "Member"). The provisions contained herein, along with the addenda and attachments thereto, shall constitute the entire agreement and understanding between the parties.

RECITALS

- A. Pursuant to Minnesota Statute § 123A.21, SWWC was formed to perform planning on a regional basis and to assist in meeting the specific needs of clients in participating school districts, cities, counties, and other governmental agencies that could be better provided by a service cooperative than individually by the members themselves. Minnesota Statute § 123A.21 authorizes SWWC to provide those programs and services which are determined to be priority needs of the particular region pursuant to Minn. Stat. § 123A.21, subd. 7, and to assist in meeting special needs which may arise from the fundamental constraints of SWWC's members.
- B. Membership in SWWC is not compulsory. Members may subscribe to SWWC programs and services available to all members by payment of a one-time membership fee. At its sole option the member may further subscribe to programs and services beyond those offered to all members ("Additional Services"). Individual members shall collectively share in the costs incurred in providing the Additional Services to which they subscribe.
- C. The parties hereto desire to establish a relationship in which SWWC will provide programs and services to the Member and in which the Member will remit payment for such programs and services specified herein.
- D. SWWC and the Member seek to assure a thorough understanding of the obligations assumed by each.

AGREEMENT

1. Dues and Fees.

- a. **Membership Dues.** The SWWC Board of Directors has determined membership fees ("Annual Membership Dues") as follows:
 - **Full Membership:** Open to public school districts, cities, counties, and other governmental agencies as defined in Minnesota Statute (M.S. 471.59) and are within the SWWC region. A one-time fee of \$25 will be assessed.
 - **Associate Membership:** Open to (a) nonpublic schools, partnership agencies, or nonprofit organizations within the SWWC region, and to (b) schools – public and nonpublic, cities, counties, partnership agencies, nonprofit organizations, and other governmental agencies outside the SWWC region. A one-time fee of \$50 will be assessed.
 - b. **Additional Services Fees.** The Additional Service addenda attached hereto reflect each Additional Service subscribed to by the Member. The cost of such Additional Services may be determined by apportioning the approximate cost of each program and service among the members participating in the Additional Service, or may alternatively be determined by a flat fee schedule ("Additional Services Fees"). The attached Additional Service addenda shall state the manner in which the cost of such Additional Service subscribed to shall be calculated during the Term of this Agreement.
2. **Payment.** Unless modified by any addenda attached hereto, all payments due SWWC by Member shall be paid on or before August 15.
 3. **Calculation of Student Enrollment.** If the attached addenda state that the Additional Service Fees are to be assessed on a per student basis, the student enrollment numbers used shall be those identified by the Minnesota Automated Reporting Student System (MARSS) as of the October 1 Fall Enrollment from the second prior fiscal year (20-21). The number of students calculated shall be those enrolled in pre-kindergarten through 12th grade education.
 4. **Indemnification by Member.** The Member shall indemnify and hold SWWC harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) which SWWC may incur or suffer as a result of any claim of any kind whatsoever arising out of:
 - a. any act or omission by Member or any of Member's agents or employees which violates this Agreement;
 - b. any claim for breach of warranty based upon any warranty or representation given or purportedly given by Member, Member's agents or employees which is different from or in addition to written warranties and representations given by SWWC, as amended by from time to time;

- c. third party claim for personal injury, damage, economic loss or other damage, caused by or arising out of the use, creation or production of any products proximately caused by or resulting from the negligence of Member, or the Member's agents or employees;
 - d. any claim for breach of warranty based upon a defect caused by any act or omission by the Member, or the Member's employees or agents; or
 - e. any claim or demand arising from the employment for engagement by Member of any person or entity.
5. **Term; Automatic Renewal.** Unless modified by addenda attached hereto, SWWC's obligations pursuant to this Agreement and any attached addenda shall commence on July 1, 2022 (the "Effective Date") and shall continue for a period of twelve (12) months (the "Initial Term"). This Agreement and all addenda attached hereto shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member delivers (a) written notice to SWWC of the Member's intent to withdraw from all SWWC services ("Notice of Intent to Withdraw"), or (b) written notice of the Member's intent to reduce its participation in any previously subscribed-to Additional Services ("Notice of Intent to Reduce Additional Services") by March 1 preceding the first day of the next Extended Term as set forth in Subsections 5(a) and 5(b) below (the "Notice Deadline").
 - a. **Notice of Intent to Withdraw.** The Member may deliver to SWWC a written Notice of Intent to Withdraw from membership and all Additional Services by the Notice Deadline. If not delivered, this Agreement shall renew for the next Extended Term and the Member shall be obligated to pay all dues and fees for the next Extended Term. The Member acknowledges and agrees that failure to provide such Notice of Intent to Withdraw on or before the Notice Deadline shall cause the Term of this Membership Agreement and, notwithstanding the receipt of a timely Notice of Intent to Reduce Additional Services from the Member, the Term of all addenda attached hereto to automatically renew for the next Extended Term. The Member further acknowledges and agrees that the Member may not subscribe to any Additional Service unless membership in SWWC is maintained and continued for the full term of any Additional Service. The Member acknowledges and agrees that if the Member subscribes to any Additional Services that extend over a term of greater than twelve (12) months (referred to herein as an "Obligated Term"), the Member shall be prohibited from withdrawing from membership in SWWC or from such subscribed Additional Service until the Obligated Term of the Additional Service has expired.
 - b. **Notice of Intent to Reduce Additional Services.** The Member may deliver to SWWC a written Notice of Intent to Reduce Additional Services by the Notice Deadline. If not so delivered, the Additional Services shall not be reduced, and the Member shall be obligated to pay all fees for subscribed Additional Services for the next Extended Term. Additionally, a timely Notice of Intent to Reduce Additional Services shall be effective only for those services expiring in the twelve (12) month period following the Notice Deadline and shall not have the effect of reducing the Term of any Additional Services to which the Member has subscribed; each Additional Service to which the Member has subscribed will not be subject to reduction or termination until the expiration date of the current Term of such Additional Service.
6. **Termination.** Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated prior to the expiration of the Initial Term or any Extended Term pursuant to any of the following provisions:
 - a. **Breach of Agreement.** Either party may terminate this Agreement by delivery of written notice to the other party if the other party breaches any of the terms and conditions of this Agreement; provided, however, if the breach is curable such notice shall not be effective unless and until such breach remains uncured for a period of thirty (30) days after delivery of such notice. If the breach is nonpayment by the Member of monies due to SWWC the cure period shall be ten (10) days, not thirty (30) days.
 - b. **Effect of Termination.** Except as specifically set forth herein, no withdrawal or termination of this Agreement by the Member, whether before or after the Effective Date hereof, and whether voluntary or involuntary, shall relieve the Member of its obligation to pay the full amount due hereunder, including any amounts due pursuant to any attached addenda, nor shall such withdrawal or termination, whether before or after the Effective Date hereof, result in or entitle the Member to the return of any monies previously paid to SWWC for any services subscribed to whether or not such services have been provided or delivered. A breach of this Agreement by SWWC shall entitle the Member to reimbursement of a prorated share of any Additional Service that would remain unused if 1/12 of the service fee were used by SWWC during each month of each Term hereof.
7. **General Provisions.**
 - a. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been duly delivered: (i) when received if delivered by hand; (ii) the same day if delivered by facsimile sent no later than 4:00 pm (receiver's time) on a business day; (iii) the next business day if sent by facsimile on a non-business day

or after 4:00 pm (receiver's time) on a business day; (iv) one (1) business day after placement with a reputable overnight carrier for next morning delivery; or (v) four (4) business days after depositing if placed in the U.S. mails for delivery by registered or certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement. If either party changes its address or facsimile number, such party shall give written notice to the other party of such different address or facsimile number in the manner set forth above.

- b. **Amendment.** The express terms of this Agreement, including all addenda hereto, shall control and supersede any course of performance and/or customary practice inconsistent with such terms. Any agreement between the parties hereafter made shall not change or modify this Agreement unless in writing and signed by the party against whom enforcement of such change or modification is sought.
- c. **Entire Agreement.** This Agreement, together with any addenda referenced herein, constitutes the entire Agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings between the parties relating to the subject matter hereof.
- d. **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a writing signed by both parties (in the case of amendments and modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.
- e. **Assignment.** The Member shall not assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of SWWC.
- f. **Severability and Interpretation.** In the event that a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforced in accordance with their terms. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.
- g. **LIMITATION OF REMEDY.** SWWC SHALL HAVE NO LIABILITY TO ANY PERSON FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

IN WITNESS WHEREOF, the parties have executed this Agreement in the manner appropriate to each to be effective the day and year entered on the first page hereof.

By signing below, the parties agree to be bound by the terms and conditions set out in the membership agreement, along with the addenda, which are effective on the date of the last signature (the "Effective Date"). The parties consent and agree that this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Agreement are the same as hand-written signatures for purposes of validity, enforceability, and admissibility.

SC MEMBER

SWWC SERVICE COOPERATIVE

BY: _____
Authorized Signature

BY: _____
Authorized Signature

ADDENDUM A
TO MEMBERSHIP AGREEMENT
ENVIRONMENTAL/OCCUPATIONAL HEALTH & SAFETY MANAGEMENT PROGRAM
2022-23

MACCRA Y School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. SWWC is engaged in providing consultation and coordination of services related to the management of environmental health and safety concerns for Members.
2. SWWC agrees to facilitate an Environmental/Occupational Health and Safety Management Program, referred to herein as "E/OHSMP". Said program will be provided by IEA, Inc., 9201 W. Broadway #600, Brooklyn Park, MN 55445.
3. **Included General Services.** The E/OHSMP "General Services" provided by SWWC through IEA can be found at the following website: www.swwc.org/EOHS.
4. **Rate per visit; Annual Fee.** The Member agrees to pay annually a fee equal to the rate per visit (\$660.00) multiplied by the number of visits required by the Member in the most recent fiscal year ("Annual Fee").

The Annual Fee for 2022-23 will be:

\$5,940.00

5. **Term; Payment.** Notwithstanding any provision in the Membership Agreement to the contrary, E/OHSMP General and No-cost Services will be provided to and paid for by the Member for a Term of one year (1 year), commencing as of the Effective Date of the Membership Agreement. The Annual Fee due hereunder shall be payable in three installments on or before July 30, October 15, and February 15 of each fiscal year. This agreement may be terminated for proper cause by either party for any reason upon ninety (90) days written notice to the other party.
6. **Hold Harmless.** That Member recognizes that IEA is solely responsible for the performance of the E/OHSMP. It recognizes that SWWC merely acts as a financial intermediary and has no voice in, and does not exercise control over the manner in which IEA performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to hold harmless SWWC, as well as IEA agents and employees, from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of IEA's services and to look solely to IEA for redress.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM B
TO MEMBERSHIP AGREEMENT
HEALTH AND SAFETY MANAGEMENT ASSISTANCE SERVICES
2022-23

MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** SWWC is engaged in providing consultation and coordination of Health and Safety Management Assistance Services related to the management of environmental health and safety concerns for Members; and the Member hereby subscribes to such services. These services are subject to change and may include:
 - Assisting the Member in identifying and prioritizing health and safety plans and programs.
 - Conducting on-site management assistance work during a minimum of one site visit to the Member site per fiscal year if total square footage is less than 140,000; or a minimum of two site visits to the Member site per fiscal year if the total square footage is greater than or equal to 140,000.
 - Working with the Minnesota Department of Education and other Service Cooperatives in the development of future health and safety workshops, meetings, etc.
 - Directing communication with Minnesota Department of Education.
 - Interpreting mandatory requirements from the Minnesota Department of Education.
 - Assisting in the completion of mandatory reports.
 - Providing personalized service such as summarizing communications (mass emails, etc.) to the Member, drawing attention to what it needs to attend or complete.
 - Assisting in determinations of what is allowable under Long-Term Facility Maintenance (LTFM) funding.
 - Assisting in the coding of LTFM expenditures.
 - Providing interpretations of regulatory agencies.
 - Conducting a mock OSHA building walk through.
 - Assisting in “Machine Guarding”.
2. **Annual Fee.** In consideration for the services described at Section 1 to this Addendum, the Member agrees to pay to SWWC an “Annual Fee” to be calculated as follows:

$$241,370 \text{ square feet} \times \$0.009/\text{square foot} = \underline{\$2,172.33}$$

The Annual Fee shall be payable in one installment in accordance with the provisions of the Membership Agreement.

3. **Type III Vehicle Training – Additional Cost.** At the Member’s election, SWWC also facilitates an on-line Type III vehicle training course. This additional service is offered to the Member at an additional cost, calculated on a per driver basis. Additional information for this service can be found at www.swwc.org/TypeIII.
4. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM C
TO MEMBERSHIP AGREEMENT
DRUG & ALCOHOL SERVICES
2022-23

MACCRA Y School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Purpose and Intent.** The purpose and intent of this Addendum define the administrative responsibilities in a Drug and Alcohol Management Program (the "Services") to be offered by SWWC to the Member. The Services will be provided by Lakes Country Service Cooperative.
2. **Program Description.** The Member desires to obtain the services of a Consortium/Third Party Administrator (C/TPA) and agrees to pay for the following:
 - 2.1 Computer generated random selection. The pool follows the random testing rates as required by Federal Motor Carrier Safety Administration.
 - 2.2 Laboratory (SAMHSA) testing
 - 2.3 All testing supplies
 - 2.4 Overnight courier service
 - 2.5 Confidential information management
 - 2.6 DOT required statistical reports
 - 2.7 Medical Review Officer (MRO) services
 - 2.8 Blind sample compliance
3. **Program Description Fees:**

Program Access: Program Membership fee is **\$150.00** per District per Year.
Lab analysis per Drug test:
**Drug by urine testing – At cost; district will be direct billed from Lakes Country Service Cooperative

***Testing Fees only apply to those individuals randomly selected from our statewide pool. Random selections are completed four times per year.*

4. **Enrollment; Payment.** The Member shall submit an enrollment form to SWWC for each driver. Program Membership Fee will be invoiced annually by Lakes County Service Cooperative. Fees for all other services and programs discussed herein will be invoiced following completion of services, and shall be payable as identified on the invoice.
5. **Member Responsibilities.** The Member shall be responsible for the following:
 - a. Completing the entire Enrollment Form initially, and providing updates (i.e. driver additions/deletions), and submitting such reports in a timely manner to SWWC.
 - b. Providing an employee that is the Designated Employer Representative (DER) for the Member.
 - c. If collection is conducted on-site by a mobile collector, providing a private location that meets requirements.
6. **Use of SWWC's mobile collector Fees:**

*Alcohol Testing:
At cost; district will be direct billed from provider

*Drug Testing:
At cost; district will be direct billed from provider

Note: These costs are in addition to those described above in #3 Program Description Fees.

**Mobile Collections fees will be a direct bill from the mobile collections provider. If a member wishes to use a certified local center, please contact Kayla Speidel at 507-537-2275 or kayla.speidel@swwc.org to complete required setup.*

7. **Hold Harmless.** The Member recognizes that Lakes Country Service Cooperative (LCSC) is solely responsible for the performance of the Services. The Member further recognizes that SWWC merely acts as a financial intermediary and has no authority, and does not exercise control, over the manner in which LCSC performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to: (i) hold SWWC, as well as LCSC agents and employees, harmless from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of LCSC's services; and (ii) to look solely to LCSC for redress.
8. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM D
TO MEMBERSHIP AGREEMENT
REGIONAL MANAGEMENT INFORMATION CENTER (“RMIC”)
2022-23
MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member hereby subscribes to the Regional Management Information Center Services (“RMIC Services”) pursuant to the terms of the Membership Agreement and this Addendum. The RMIC Services to be provided by SWWC may include finance, human resource, payroll, and student administrative support services as outlined below.

2. **Business/SMART SYSTEMS Services; Fees.**

a. **Fixed Operations, License & Workshop.** Fixed Operations, License & Workshop includes the overall fixed operations costs, SMART SYSTEMS software licenses, and subscription and includes attendance at SMART SYSTEMS Trainings and Business Services Workshops held throughout the year.

b. **Software Support/Development Assessment.** Members using SMART SYSTEMS software cooperatively finance the needed support to insure reliable software and to provide required and requested enhancements. Software Support/Development Assistance includes all software releases and upgrades for SMART SYSTEMS.

c. **SMART SYSTEMS Support & Business Services.** The SMART SYSTEMS Support & Business Services offsets the cost of staff time used to support the SMART SYSTEMS software and Business Services, and includes overall SMART SYSTEMS, UFARS, STAR, payroll and human resources assistance (email and phone support, account code conversions, UFARS edits, submissions, reporting for retirement, quarterly reports, STAR Reporting, W-2 processing, fiscal year-end (“FYE”) reporting, etc.). This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member’s student enrollment.

d. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:

i. Emergency services, training, and additional accounting and payroll/HR services not covered in basic fee will be charged at \$70.00 per hour (billed in one-half hour increments) when provided at the Member’s district office, plus the IRS mileage rate (currently at \$0.585/mile); or will be charged \$60.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.

ii. Small Group Training – \$110.00/half day and \$175.00/full day.

iii. ACA Electronic Filing will be billed at \$265.00 for Original 1094/1095 B & C Forms and \$265.00 each for Amended 1094/1095 B & C Forms.

iv. TimeClock Plus Support: contact for quote.

e. **Business/SMART SYSTEMS Services Worksheet:** If applicable, the Member’s Business/SMART Systems service fees shall be calculated as set forth below.

i. FIXED OPERATIONS, LICENSE & WORKSHOP FEE: \$3,435.00

ii. SOFTWARE SUPPORT/DEVELOPMENT ASSESSMENT:
729 @ \$ 9.70 per student = \$7,071.30

iii. SMART SYSTEMS SUPPORT & SERVICES FEE:
729 @ \$ 3.90 per student = \$2,843.10

3. MARSS/Other Revenue Reporting Services; Fees.

- a. **Fixed Operations, Training & Workshop.** Fixed Operations, Training & Workshop covers the overall fixed operations costs and membership and includes attendance at MARSS Trainings and Workshops conducted by SWWC throughout the year.
- b. **MARSS/Other Revenue Reporting and Services.** MARSS/Other Revenue Reporting and Service offsets the cost of staff time used to support the Member with multiple submissions of FYE (June 30) and Fall semester MARSS data (phone support, codes and procedures, MARSS edits, submissions, etc.), and includes training and support of the MARSS Web Edit Program which is used at the district level for editing and reporting of local MARSS data.
- c. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:
 - i. Paper and postage will be billed at cost.
 - ii. MARSS training and emergency services not covered in basic fee will be charged or \$70.00 per hour (billed in one-half hour increments) when provided at the Member’s district office, plus the IRS mileage rate (currently at \$0.585/mile); or will be charged \$60.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
 - iii. Small Group Training - \$110.00/half day and \$175.00/full day.
- d. **MARSS/Other Revenue Reporting Worksheet.** If applicable, the Member’s MARSS/Other Revenue Reporting service fees shall be calculated as set forth below.

i. FIXED OPERATIONS, LICENSE & WORKSHOP FEE:	<u>\$1,300.00</u>
ii. MARSS/OTHER REVENUE REPORTING SUPPORT & SERVICE FEE:	
<u>729</u> @ \$.70 per student =	<u>\$ 510.30</u>

- 4. **Extended Services; Fees.** In addition to the aforementioned services, the Member has chosen to subscribe, and SWWC agrees to perform those extended business services as per negotiated agreement (RMIC Exhibit A) with the Senior Director of Administrative Services. The fees for such Extended Services may change from year to year at the discretion of the SWWC Board of Directors. During the Initial Term of the Membership Agreement, the total fee for the Extended Services shall be:

0 @ \$435 per day = **\$.00**

- 5. **Annual Fee; Payment.** In consideration for SWWC’s RMIC Services as set forth in this Addendum D, the Member agrees to pay an annual fee to SWWC in the amount outlined below. Notwithstanding and provision in the Membership Agreement to the contrary, the Annual Fee (excluding Extended Services) due pursuant to this Addendum shall be payable in three installments during each Term, with one installment becoming due and payable on or before each of the following dates: July 30, October 15, and February 15. Extended Services shall be paid in monthly installments.

The total cost of RMIC Services for July 1, 2022 through June 30, 2023 is as follows:

Business/SMART SYSTEMS Services (3 installments)	\$13,349.40
MARSS/Other Revenue Reporting Services (3 installments)	\$1,810.30
Extended Services Subscription (12 installments)	\$.00
<u>TOTAL CONTRACTED RMIC SERVICES.</u>	\$15,159.70

- 6. **Term; Automatic Renewal; Timeline for Withdrawal from RMIC Services.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties’ obligations pursuant to this Addendum shall commence on the

Effective Date set forth in the Membership Agreement and shall continue for a period of twenty-four (24) months (the "Initial Term"). The provisions of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with a minimum of twelve (12) months' notice of the Member's intent to discontinue its subscription to the RMIC Services by delivering to SWWC a written Notice of Intent to Reduce Additional Services, which shall specifically reference the RMIC Services, on or before June 30 (the "Notice Deadline"). If such Notice of Intent to Reduce Additional Services is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the following fiscal year. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to RMIC Services for the next Extended Term.

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM E
 TO MEMBERSHIP AGREEMENT
TECHNOLOGY SERVICES
 (Technology Coordination, Integration, Comprehensive Cyber Security and E-Rate Support)
 2022-23

MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Description of Services.** SWWC is engaged in providing certain technology services listed below to its members at the rates listed below.

a. **Technology Services for Members with NO CONTRACT.**

Non-Contracting Entity:	Technology Service:	\$672.00/Day	\$84.00/Hour
	After Hours Support:	\$832.00/Day	\$104.00/Hour
	On-site Training Fee:	\$1,340.00/Day	\$167.50/Hour

Note: Round Trip Mileage will be charged at the current IRS rate.
 Round Trip Windshield Time will be assessed at the daily rate.

After-hours support shall be any support provided outside of normal support hours (7:00 a.m. to 5:00 p.m. Monday through Friday) or on a SWWC observed holiday.

Participant capacity for on-site training may be restricted depending on the type of training being provided. Capacity will be determined when training is scheduled.

b. **Basic Technology Services.**

i. A Member subscribing to SWWC’s Basic Technology Services shall be entitled to:

1. Access to SWWC’s basic technology services for any employee of the Member.
2. Access to SWWC technology support and integration at discounted rates (discounted rate is dependent on the Member’s contract level), including:
 - Phone support and assessment (additional charges for extended remote support (more than 10 combined minutes per incident) or remote access and site visit support)
 - Development of purchasing specifications for equipment and software
 - Discount pricing for Technology Days as defined below:
 - Discounted admission to technology workshops and presentations
 - Discounted admission rates for SWWC technology conferences
 - Free or discounted fees for SWWC sponsored training sessions
3. Discounted pricing (2% or higher discount) on SWWC Technology Coordinated Consortium Purchase Programs.
4. Complimentary enrollment and participation in SWWC’s BrightBytes Clarity or Modern Learning offering technology evaluation and assessment toolset. Additional fees may apply for professional development, individualized analysis and trainings that may compliment the Clarity tools.

ii. **Basic Technology Service Fee.**

Enrollment less than 501	\$955.00	Enrollment Over 3,000	\$3,140.00
Enrollment 501 to 1,000	\$1,760.00	CCOGA less than 26 employees	\$250.00
Enrollment 1,001 to 2,000	\$2,220.00	CCOGA with 26 or more employees	\$400.00
Enrollment 2,001 to 3,000	\$2,880.00		

c. **Supplemental Technology Support and Integration Services.** The Member may add the following Supplemental Technology Support and Integration Services to its Technology subscription. Such services will entitle the Member to on-site or remote support of network equipment and software (including installations and

updates), as well as general assistance to the Member's current technology leadership and team. The Member will incur additional costs for each service listed below; the additional cost will be billed according to the Member's Technology Service Rate.

i. Supplemental Technology Support and Integration Services (On-Call Services) Fees.

1. A Member subscribing to SWWC's Basic Technology Services will further be entitled to receipt of on-call services at the following rates:

Technology Service:	\$604.00/Day	\$75.50/Hour
On-site Training Fee:	\$992.00/Day	\$124.00/Hour

2. The following additional charges or restrictions may apply:

- Round Trip Mileage will be charged at the current IRS rate;
- After Hours Support shall be billed at the Member's normal hourly rate;
- Round Trip Windshield Time will be assessed at the daily rate;
- Participant capacity for on-site training may be restricted depending on type of training being provided; capacity will be determined when training is scheduled.

ii. Supplemental Technology Support and Integration Services "Block Hours". A district or entity may purchase block hours at discounted pricing to be utilized on a monthly basis. Block Hours must be used each month and may be carried over one subsequent month. If Block Hours are not used within the following month, they will be forfeited without refund. The following costs, restrictions and stipulations apply to the Member's purchase of Block Hours:

1. A Basic Technology Services Contract is required in order to receive this pricing.

2. Additional Onsite Trainings will be charged at the rate of \$992/day.

3. Additional Technology Service Hours will be charged at the rate of \$604/day.

4. Block Hour Service Fees:

- 1 day per month block
 - 12 Month Tech Support or Integration Option \$6,972 / year
 - 9 Month Tech Integration Option \$5,427 / year
- 2 days per month block
 - 12 Month Tech Support or Integration Option \$13,296 / year
 - 9 Month Tech Integration Option \$10,458 / year

5. Round Trip Mileage will be charged at the current IRS rate.

6. 9 Month options are for Technology Integration services only and days must be scheduled between September 1 and May 31 of the contract year.

d. Technology Coordination or Integration Services. A district or entity may contract with SWWC for Technology Coordination and Integration Services at dramatically reduced rates from the on-call Technology Services. The days reflected in this contract shall be scheduled upon contract execution or July 1 of the contract year, whichever is later. Contracted days do not count as on-call days. The days contracted must be scheduled for usage on a regular basis. On-call visits or remote support will be billed out at the normal Contracting Entity On-Call Technology Service rate in addition to the actual contract amount, as needed. On contracts of (3) days per week or more, Members may elect to stack technology coordination and integration services into a single contract. Scheduling of substituted days must be arranged prior upon the establishment of the contract term and substitution must occur in a consistent format to accommodate staffing.

- i. Onsite Training will be charged at the rate of \$992/day.

- ii. Additional technology service hours will be charged at the daily rate that corresponds with the selected contract level.

- iii. **Technology Coordinator and Integration Services Fees.** *This service is inclusive of Basic Technology Services; Basic Technology Service Subscription Fee Waived. (Daily rates are provided for comparison purposes only; actual monthly billing will be 1/12th of annual contract.)*

6. Additional Day Fees, for contracts totaling more than 5 days per week (fee will be divided based on contract assignment for contracts split among two districts): each additional day: \$1,200.00.

f. Comprehensive Cyber Security

i. Description of Services (the “Services”).

1. The core purposes of the Services are to: (1) mitigate cyber threats, (2) coordination of cyber incident response, when necessary, (3) assist the Contracting Agency’s technology department’s in protecting Contracting Agency’s digital resources, and (4) providing guidance and assistance in cybersecurity to the Contracting Agency.
2. SC will perform annual security assessments and SC will use the annual security assessments to provide the Services. The annual security assessment will identify components in the Contracting Agency’s organization that needs to be addressed to optimize security.
3. In the 1st year of the Term (as that is defined in this Agreement), SC shall perform the following:
 - Service entry SC L1 security assessment for the Contracting Agency within the first 3 months of the Effective Date.
 - A SC L2 security assessment between 6 months and 1 year following the initial SC L1 security assessment.
 - A minimum of 2 scans of the Contracting Agency’s internal and external networks will be performed to assess network nodes for potential vulnerabilities that will need to be addressed by the Contracting Agency and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Contracting Agency to address and/or fix.
 - Firewall configuration security review.
 - Cybersecurity procedural review.
 - Development of baseline cybersecurity policy and procedure templates and guidance in implementing policies at Contracting Agency.
4. In years 2 through 5 of the Term, SC shall perform the following:
 - 1 SC L3 security assessment.
 - Quarterly scans of the Contracting Agency’s internal and external networks to assess network nodes for potential vulnerabilities that will need to be addressed by the Contracting Agency and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Contracting Agency to address and/or fix.
 - Firewall configuration security review.
 - Procedural reviews to analyze current practices that may impact cybersecurity mitigation.
 - Development of cybersecurity policy and procedure templates.
 - Development and assistance in implementation of information security templates.
 - Monitoring and coordinating with Contracting Agency technology department/teams to ensure the proper application of key operating system application, and system patching.
 - Development and monitoring of system lifecycles to ensure Contracting Agency is eliminating the use of products and systems deemed to be obsolete.
 - Development of model policies that can be implemented by Contracting Agency.
 - Develop and assist Contracting Agency in implementation of a “Zero Trust” security architecture. The “Zero Trust” security architecture policies and procedures will be based on the premises that no individual or device, whether internal or external, should be trusted. The “Zero Trust” security architecture will be based on role-based permissions (defined based on network access role-based permissions) and the least amount of access possible that is necessary to complete an individual’s job functions to ensure the appropriate access level.
 - Development of security continuity plan templates for Contracting Agency to customize and implement.

- Inventory management processes that include: assessment or guidance on the processes and policies for the effective implementation of physical inventory practices and development of templates and assistance in implementing equipment lifecycle management systems.
 - Development of templates and assistance in implementation of data lifecycle management procedures that include: data inventory and mapping, security clearances, data transmission and flow, and review of data destruction processes.
 - Threat monitoring and logging that includes: automatic vulnerability scanning when threats relevant to Contracting Agency's environment are identified and utilize the Department of Homeland Security and Multistate-I Information Sharing and Analysis Center (MS-ISAC) resources for monitoring and resources.
 - Cyber incident response assistance that includes coordination or response efforts should a cybersecurity event occur and includes the following: providing initial analysis and threat assessment of Contracting Agency's situation and aid in coordinating an effective and organized response to mitigate further exposure as a result of the incident. SC's response assistance does not replace the cyber forensics response or investigation that may be required by a cyber-liability insurer.
 - Development and assistance in implementing backup and disaster recovery practices that provide effective mitigation practices for cyber events.
 - Research, development, and evaluation of services to ensure Contracting Agency is on the forefront of cybersecurity.
 - Additional services may be added to this Agreement and added services may require added fees. Any additional services must be agreed to in a writing signed by both Parties.
5. **Term.** The term ("the "Term") of this Agreement shall be from the Effective Date until June 30, 2027
6. **Pricing.** The full annual rate will be calculated annually based on the enrollment utilized in all SWWC contracts based on prior year enrollments reported to the Department of Education. All base and per-student fees used to calculate the annual rate for the Term shall remain the same for the full Term unless any additional services are added pursuant to this Agreement. There may be up to 3 discounts that apply to the annual rate. The 3 stackable discounts are whether the Contracting Agency is a SC member (\$2,000 off the base rate), a SC technology subscriber (\$1,000 off the base rate and \$0.35 off per student), and a user of SC technology services of at least 1 day per week (\$2,000 off the base rate and \$0.65 off per student). Applied discounts to the annual rate shall be applied annually based on Contracting Agency membership and subscribed service participation in each applicable fiscal year. Should SC lower its base or per-student pricing for this service in any of the 5 years of the contractual term, the Contracting Agency shall receive the service at the lower annual rate.

Comprehensive Cybersecurity Service contract rates for 5-year contracts established on July 1, 2022 and ending on June 30, 2027.

	Base Rate	Per Student
Non-Member	\$9,350.00	\$12.75
SWWC Member	\$7,150.00	\$12.75
SWWC Technology Subscriber	\$6,050.00	\$12.35
SWWC Technology Services Snap-in	\$3,850.00	\$11.65

A detailed multi-year Comprehensive Cybersecurity Service Contract will be provided to the District for review and acceptance upon indicating that the District desires to enter into a contractual relationship for the stated services.

g. E-Rate Coordination Services.

- i. The Member may additionally subscribe to SWWC's E-Rate Coordination Services. Such services include the coordination and filing of E-Rate applications and forms to the Federal Communications

Commission (“FCC”) and the Universal Service Administrative Company’s (“USAC”) School and Libraries Division (“SLD”). SWWC’s E-Rate staff will work with the Member’s staff to collect all data necessary to perform the filings.

ii. **Special Term.** Notwithstanding any provisions in this Addendum or the Membership Agreement to the contrary, the term of any E-Rate Coordination Services subscription shall be equal to one Funding Year (as defined by the FCC and the Universal Service Administration Company). Participation in E-Rate services requires the School’s commitment to a 5-year term aligned to the FCC E-Rate program’s 5-year Category 2 Budget Cycle. The Current 5-year budget cycle covers E-Rate Fund Year 2021 (Fiscal Year 2022) through Fund year 2025 (Fiscal Year 2026). A contract signed for E-Rate Services covering Fiscal Year 2021-2022 will cover the work required to manage E-Rate Fund Year 2022. A Member that entered into a 5-year E-Rate services term in the Fiscal Year 2020-2021 contract cycle for Fund Year 2021-2025, are entitled to contract continuation rates defined below. A Member that is entering into the Fund Year 2021-2025 Budget Cycle for E-Rate services for the first time in their Fiscal Year 2021-2022 contract are required to pay the New Contract Rates in Fiscal Year 2022-23 and will then qualify for Continuation Rates in subsequent years of the Category 2 Budget Cycle.

iii. **Services Fees.**

1. Continuation Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2021-22:

Enrollment less than 301	\$1,150 annual contract
Enrollment 301 to 700	\$1,950 annual contract
Enrollment 701 to 2,000	\$2,850 annual contract
Enrollment 2,001 to 4,500	\$3,650 annual contract
Enrollment over 4,501	Custom Member Pricing

2. New Contract Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2022-23:

Enrollment less than 301	\$3,450 annual contract
Enrollment 301 to 700	\$5,850 annual contract
Enrollment 701 to 2,000	\$8,550 annual contract
Enrollment over 2,001	\$10,950 annual contract

3. Non-Member Continuation Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2021-22:

Enrollment less than 301	\$1,610 annual contract
Enrollment 301 to 700	\$2,730 annual contract
Enrollment 701 to 2,000	\$3,990 annual contract
Enrollment 2,001 to 4,500	\$5,110 annual contract
Enrollment 4,501 to 7,000	\$7,840 annual contract
Enrollment 7,001 to 10,000	\$10,640 annual contract
Enrollment 10,001 to 15,000	\$15,050 annual contract
Enrollment 15,001 to 25,000	\$20,720 annual contract
Enrollment over 25,001	Custom Pricing

4. Non-Member New Contract Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2022-23:

Enrollment less than 301	\$4,830 annual contract
Enrollment 301 to 700	\$8,190 annual contract
Enrollment 701 to 2,000	\$11,970 annual contract
Enrollment 2,001 to 4,500	\$15,330 annual contract
Enrollment 4,501 to 7,000	\$23,520 annual contract
Enrollment 7,001 to 10,000	\$31,920 annual contract
Enrollment 10,001 to 15,000	\$45,150 annual contract
Enrollment 15,001 to 25,000	\$62,160 annual contract
Enrollment over 25,001	Custom Pricing

5. Holders of full-time, non-shared Technology Coordination contracts shall receive a \$500.00 annual discount on E-Rate Coordination Services and RFP preparation services shall be provided under the terms of the Full-Time Technology Coordination Contract.
 6. Contract includes assistance in the research, development, evaluation assistance, and other activities pertaining to requests for proposals (RFP) and appeals, when necessary.
 - iv. **Current Funding Year.** This Addendum covers all activities pertaining to the E-Rate Funding Year 2023, starting July 1, 2023, through June 30, 2024. The application process will begin in the fall of 2022. Activities pertaining to previous and future funding years falling within the term date of this contract will require a separate contract for the corresponding funding year.
 - v. Letters of Agency and other contractual documents for E-Rate specific purposes will contain additional regulatory and program rule conditions and contractual language to which SWWC and the Member shall mutually agree.
 - vi. **SC Duties.** SWWC's duties with regard to E-Rate Coordination Services include:
 1. Track and assist in the submission all E-Rate related forms for the Member.
 2. Meet with appropriate Member personnel to determine proper submission process and eligibilities for district.
 3. Assure all applications and forms submission meet processing standards and submission deadlines.
 4. Assist in assuring that the Member meets requirements for E-Rate eligibility including but not limited to the Children's Internet Protection Act ("CIPA") and records retention.
 5. Assist the Member in maintaining duplicate records on behalf of district for up to 10 years as required by the SLD. Member is ultimately responsible for maintaining archived records of all E-Rate related communications for 5 years following the end of any contract receiving E-Rate funding.
 6. Coordinate with service providers for the appropriate application of E-Rate discounts.
 - vii. SWWC does not guarantee that applications submitted by its staff or clients will necessarily result in funding commitments given the ever-changing rules and their interpretations by the staff of the FCC's Schools and Libraries Division ("SLD"). SWWC shall not be held responsible in the incident that a funding request is not successful or goes under Privacy Impact Assessment review or audit with the SLD or FCC.
 - viii. **IMPORTANT:** *E-Rate coordination services do not relinquish the responsibility from the Member to adhere to the program rules and laws placed on the E-Rate program by USAC, the FCC or any other governing agency. SWWC shall under no circumstance be legally or financially responsible for requested or committed funding that is denied or rescinded by USAC or the FCC. The Member is solely responsible for ensuring that all local bid and contract requirements are met by their district when establishing agreements with vendors for E-Rate funded services.*
2. **Agreement.** Being fully informed of each technology service option available to it, the Member desires to subscribe to those technology services indicated at Section 5 of this Addendum. SWWC agrees to provide such services according to the terms of the Membership Agreement and the terms set forth in this Addendum. The Member agrees to remit timely payment for such services as provided herein.
 3. In Consideration of all contracted supplemental technology services: Contracted Time purchased for Technology Services is for use within the contracting entity only. Services provided at the Member site, or the location of a Member sponsored event, in which attendees other than those of the Member will be in attendance, shall be billed at the "on-site training fee" for entities with no contract as listed in Section 1a.
 4. **Hold Harmless.** SWWC shall hold no liability for any equipment malfunctions, loss of data or data privacy violations that may occur at the Member site. The Member is solely responsible for ensuring that backups, data consistency and retention of data is being performed as well as all other day-to-day operations of the Technology Department of the Member. The Member is responsible for ensuring that all filings, certifications and licensing are met. Loss of funding or fines imposed on the Member are the sole responsibility of the Member and not the responsibility of SWWC. The Member agrees to hold SWWC harmless for any cost, fees or liabilities, including attorneys' fees that SWWC may incur as a result of any service discussed in this Addendum.
 5. **Subscription.** Listed below are the General Technology Services fees for your district based upon what was subscribed to in the previous fiscal year.

Basic Technology Services (payable on or before July 30, 2022)	\$.00
Supplemental Technology Support or Integration Services Block Hours (payable monthly)	\$.00
Technology Coordinator or Integration Services (payable monthly)	\$52,936.00
E-Rate Coordination Services (payable after the Form 470 has been completed)	\$2,850.00
Comprehensive Cyber Security Services (payable)	\$.00

6. **Payment.** SWWC shall invoice the Member for all charges incurred pursuant to this Addendum as such charges accrue. The Member agrees to pay all amounts due SWWC pursuant to this Addendum within forty-five (45) days of receipt of an invoice from SWWC. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM F
TO MEMBERSHIP AGREEMENT
SPECIAL EDUCATION SERVICES
2022-23

MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member hereby subscribes to SWWC's Special Education Services (the "Services"), specifically subscribing to those Services indicated at Section 12 below. As noted at Section 12, the Services are classified as either "Direct Services" or "Administrative Services". As used herein, the phrase "Administrative Services" shall include Special Education Director, and Due Process Specialist services. The Member hereby agrees and acknowledges that the timelines governing its ability to withdraw from such Services depends upon this classification.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Administrative Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties' obligations regarding the Member's subscription to Administrative Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twenty-four (24) months (the "Administrative Services Initial Term"). The provisions of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with a minimum of twelve (12) months' notice of the Member's intent to discontinue its subscription to the Administrative Services by delivering to SWWC a written notice of such intent (referred to as "Notice of Intent to Withdraw from Administrative Services") to SWWC on or before June 30 (the "Administrative Services Withdrawal Deadline"). If such Notice of Intent to Withdraw from Administrative Services is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the following fiscal year. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Administrative Services for the next Extended Term.
4. **Direct Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties' obligations regarding the Member's subscription to Direct Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the "Direct Services Initial Term"). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Direct Service (referred to as "Notice of Withdrawal from Direct Service") on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Direct Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Direct Services for the next Extended Term.
5. **Payment.** In exchange for SWWC's agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall be responsible for the TOTAL ADDENDUM PRICE set forth at Page 2 to this Addendum. SWWC shall estimate such usage for Direct Services for the Member at the beginning of the term. Actual usage shall then be reconciled by SWWC at the final payment at the end of the term. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below; however, if a personnel's time is not fully utilized Members will share such unused cost proportionally based on overall usage. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
8. Required SWWC service personnel who are funded at the lower "Single District Rate" level shall be entitled to receive all of the rights and benefits of personnel who are funded at the "Full Service Rate".
9. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.

10. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
11. All performance reviews of required service personnel shall be conducted by a SWWC special education administrator and shall be in accordance with the policies and procedures established by SWWC.
12. **Services.** The Member hereby agrees to subscribe to those services indicated below:

	TOTAL ESTIMATED PRICE
<u>Direct Services:</u> includes office/prep time	
School Psychologist Services	\$62,700.00
Speech/Language Pathologist Services	\$.00
Social Worker Services	\$.00
Teacher of the Visually Impaired Services	\$2,865.00
ECSE Teacher Services	\$.00
DAPE Teacher	\$4,100.00
Teacher of the Deaf/Hard of Hearing	\$16,050.00
Occupational Therapy Services	\$87,400.00
Occupational Therapy Supervision	\$.00
Orientation and Mobility	\$3,820.00
Physical Therapy Services	\$14,430.00
Autism Consultant Services	\$.00
<u>Administrative Services:</u>	
Regional ECSE Coordination Services	\$1,925.00
Special Education Cooperative Membership Fee	\$21,800.00
Shared Special Education Administrative Services	\$41,840.00
Singe District Special Education Administrator	\$.00
TOTAL ADDENDUM PRICE	\$256,930.00

SC MEMBER

SWWC SERVICE COOPERATIVE

BY: _____
Authorized Signature

BY: _____
Authorized Signature

ADDENDUM G
TO MEMBERSHIP AGREEMENT
BEHAVIORAL HEALTH SERVICES
2022-23

MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member has chosen to subscribe to SWWC’s Behavioral Health Services (the “Services”). The Services may include Behavior Analytic Services and Mental Health Services.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties’ obligations regarding the Member’s subscription to Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the “Services Initial Term”). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an “Extended Term”) unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Services (referred to as “Notice of Withdrawal from Direct Service”) on or before March 1 (the “Direct Service Withdrawal Deadline”). If such Notice of Withdrawal from Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Services for the next Extended Term.
4. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four equal installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
5. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
8. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
9. All performance reviews of required service personnel shall be conducted by a SWWC administrator and shall be in accordance with the policies and procedures established by SWWC.
10. **Services.** The Member hereby agrees to subscribe to those services indicated below:

SERVICES	PACKAGE	TOTAL PRICE
Behavior Analytic Services	Package B	\$7,875.00
Mental Health Services		\$.00
TOTAL ADDENDUM PRICE		\$7,875.00

ADDENDUM H
TO MEMBERSHIP AGREEMENT
SHARED SERVICES
(STANDARDS ALIGNMENT, PROFESSIONAL LEARNING COMMUNITIES,
PROFESSIONAL DEVELOPMENT AND CURRICULUM)
2022-23

MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Shared Services (*Standards Alignment, Professional Learning Communities, Professional Development, and Curriculum*) (the "Services"). The services to be provided by SWWC may include:

Data Mining and/or Data Retreat

Coordination of Standards Alignment

- Unpacking Standards
- Creating Learning Targets
- Prioritizing Standards
- Creating Common Assessments
- Selecting Appropriate Instructional Strategies

Professional Development

- Coordination/Facilitation of workshops/early release
- Professional Learning Community Implementation
- Support Leadership Teams
- Curriculum Coordination
- Coordination of Standards-Based Curriculum Selection and Implementation

2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL ADDENDUM PRICE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without additional cost or charge to the Member. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the package cost as calculated below:

TOTAL ADDENDUM PRICE

\$.00

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM I
TO MEMBERSHIP AGREEMENT
TEACHING AND LEARNING COLLABORATIVE
2022-23

MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Teaching and Learning Collaborative Services (collectively referred to as the "Services"). The Services may include the following:

Coordination of Standards Alignment

- Unpacking Standards
- Creating Learning Targets
- Prioritizing Standards
- Creating Common Assessments
- Selecting Appropriate Instructional Strategies

Monthly Principal PLC Meeting

Data Mining and/or Data Retreat

Professional Development

- Content area meetings for subject areas/grade levels
- Professional Learning Community Implementation
- Support Leadership Teams

Common In-Service Day for all participating districts

2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL ADDENDUM PRICE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE **\$17,903.00**

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM J
TO MEMBERSHIP AGREEMENT
TEACHING AND LEARNING CUSTOMIZED SERVICES
2022-23

MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Teaching and Learning Customized Services (the "Services"). The Services may include the following: math and reading intervention & data support, guided reading support, standards alignment, standards based grading, curriculum and assessments, PLC work, or best practices in instruction.
 - Districts subscribing to Shared Services or Teaching and Learning Collaboratives: \$650/day
 - Districts not subscribing to Shared Services or Teaching and Learning Collaboratives: \$750/day
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL ADDENDUM PRICE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. The Member agrees to pay all transportation expenses for required service personnel in addition to the TOTAL ADDENDUM PRICE set forth below, which will be invoiced to the Member at the conclusion of the term of the membership agreement.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE \$.00

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM K
TO MEMBERSHIP AGREEMENT
INSTRUCTIONAL COACHING FOR TEACHERS
2022-23

MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Instructional Coaching for Teachers Services (the "Services"). The Services may include the following: Up to 180 minutes of monthly, direct teacher support (as recommended by New Teacher Center) plus follow-up per teacher.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL ADDENDUM PRICE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
8. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
4. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
5. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE **\$5,650.00**

6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM L
TO MEMBERSHIP AGREEMENT
STARRS ONLINE ACADEMY
2022-23

MACCRAY School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to STARRS Online Academy Services (the "Services"). The Services may include the following: Access to supplemental online learning school. Students enrolled in the STARRS Online Academy will have access to a variety of content courses and elective offerings.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment at the "PER CREDIT RATE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before October 15, December 15, March 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability) and instructional materials required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the PER CREDIT RATE set forth below. Districts must provide the student access to a laptop, desktop or chrome book and ensure the student has access to high-speed internet. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the PER CREDIT RATE as set forth below. A minimum of twelve credits are required to enroll in the Services.

PER CREDIT RATE \$ 575.00

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.



MACCRA Y Public Schools
ISD 2180 *Maynard – Clara City - Raymond*

CONTRACT

**Establishing the
Terms and Conditions of Employment**

By and Between

MACCRA Y Schools

And

**Denise Smith
Community Education Director
Auditorium Coordinator**

July 1, 2021 – June 30, 2023

ARTICLE 1 - PURPOSE

Her Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Denise Smith, Community Education Director, has as its objective the establishment of the terms and conditions of employment for the period herein established.

ARTICLE 2 - DEFINITIONS

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

ARTICLE 3 - RECOGNITION

Subd. 3.1 Appropriate Unit: In accordance with PELRA. The Dist. recognizes the Association as the exclusive representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services. "All MACCRAY Schools employees, who are certify by the MN Department of Education as a Community Education Director who are employed for more than 14 hrs. per week & more than 100 work days per yr. & who devote 50% of their time to administrative/supervisory duties in the capacity of Community Education Director."

Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Community Education Director as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Mediation Services in accordance with the P.E.L.R.A.

ARTICLE 4 – COMMUNITY EDUCATION DIRECTOR RIGHTS

Subd. 4.1 Use of Facilities: The Community Education Director shall have the right to use District Buildings before or after hours for meetings, scheduling such use with the Superintendent provided that the Community Education Director shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Community Education Director in Accordance with District policy.

Subd 4.2 Indemnification: The Community Education Director shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Section 4.4 of the Article.

Subd. 4.3 Personnel Files: The Community Education Director shall have the right to review her/her individual Personnel file in accordance with applicable Minnesota statutes.

Subd. 4.4 Meet and Confer: The Community Education Director has the right on an annual basis to request two (2) meet and confer meetings with the School Board.

ARTICLE 5 - DISTRICT RIGHTS

Subd. 5.1 Inherent Managerial Rights: The Community Education Director recognizes that the District is not required to meet and negotiate on matters of Inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, or number of personnel.

Subd. 5.2 Reservation of Managerial Rights: The foregoing enumeration of District rights shall not be deemed to exclude other inherent management rights. Any and all management rights and functions not expressly delegated by the Agreement are reserved to the District.

Subd. 5.3 Laws, Rules and Regulations: The parties agree to abide by applicable State and Federal Laws, rules established by the State Department of Education, and rules and regulations established by the School Board, provided such rules and regulations are not in conflict with the Agreement.

ARTICLE 6 - DUTY YEAR

Subd. 6.1 The normal duty year shall be considered **980.5 hours + 50 hours for 22-23, 1180 hrs for 23-24.**

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

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

ARTICLE 7 - DUTY DAYS

Subd. 7.1 Normal Duty Day:

~~Subd. 7.1 The Community Education Director shall normally be on duty during the period established as the teacher's basic duty day at their building of responsibility or as directed by the Superintendent and shall work 5.3 hrs./day for 159.4 days (This is 5/8 contract to be combined with 3/8 Teacher contract).~~

~~Subd. 7.2 The remaining 25.6 days shall be completed throughout the year.~~

Subd. 7.1 **The Community Education Director shall have 76% of a teachers' contract or 1030.5 hours for SY2021-22 to be spread throughout 12 months and 87% of a teachers contract or 1180.5 hours for SY2022-23 to be spread throughout 12 months. The duty day will be as needed and as agreed upon with the CER Director and Superintendent.**

Subd. 7.3 The Community Education Director because of her duties and responsibilities agree to commit whatever time is necessary to accomplish such duties and responsibilities.

ARTICLE 8 - COMPENSATION

Subd. 8.1 Salary Schedule: The annual salary of the Community Education Director employed by individual continuing contract for the 2021-2022 and 2022-2023 duty year is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Annual Salary: The Community Education Director employed by an individual continuing contract will be paid an annual salary. The Community Education Director employed for a duty year less than that established by Article 6, Section 6.1 and 6.2, shall be paid a prorated annual salary.

Subd. 8.3 Daily Rate: For the purposes of calculating daily rate, the Community Education Director's annual Individually contracted salary divided by the duty year established by Article 6, Sections 6.1 and 6.2 shall equal daily rate.

Subd. 8.4 Mileage: The Community Education Director shall be reimbursed at the Federal mileage rate for the use of their personal automobile to conduct authorized and approved travel on the behalf of the District.

Subd. 8.5 Work Stoppage: The Community Education Director, in the event of a strike or work stoppage by other District employees, shall report for duty to carry out School Board policies and directives.

Subd. 8.6 Stipend: A stipend of \$50 will be paid for supervision of spectator sport athletic events and dances (Homecoming, Sno Week and Jr. High Dances).

~~**Section 7- Wellness Incentive Pay:** Every full-time Teacher (Community Ed Director portion is 5/8 and Teacher portion is 3/8) under this contract will be eligible for yearly wellness pay. An incentive will be paid to each Teacher in each of the following:~~

~~0 Hours of sick leave used = \$300~~

~~Up to 8.5 Hours used = \$200~~

~~Up to 17 Hours used = \$100~~

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

ARTICLE 9 - INSURANCE

Subd. 9.1 Selection: The selection of the insurance carrier & policy shall be made by the School District as provided by law.

Subd. 9.2 Claims against School District: It is understood that the School District's only obligation is to purchase insurance policy and pay such amount as agreed to here-in and no claim shall be made against the School District as a result of a denial of insurance benefits by an Insurance carrier.

Subd. 9.3 Duration of Insurance Contribution: The Community Education Director is eligible for School District contribution as provided in the Article as long as the Community Education Director is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Community Education Director

may remain in the plan for 18 months by paying her own premium as provided by M.S. 62A.17.

Subd. 9.4 Eligibility: The School District contribution will be provided to all Community Education Directors and provided on a pro rata basis for those Community Education Directors employed on a part time basis.

Subd. 9.5 Benefits: The School District will contribute to the Community Education Director account under the MACCRAY ISD #2180 Flexible Benefits Plan on a monthly basis during the term of the Community Education Director's employment **the District contribution for teacher health insurance (\$7200) prorated to the percent of a teacher contract** which the Community Education Director may elect to apply toward the cost of benefits available under the Flexible Benefits Plan or to receive in cash.

CORE BENEFITS – 1. Health and Hospitalization insurance.

Subd. 9.6 Highly compensated employee component of the ACA. In the event the Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Subd. 9.7 Eligibility: The eligibility of the Community Education Director and the Community Education Director's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to the article.

Subd. 9.8 Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in the article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in the article.

ARTICLE 10 - LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.11 The Community Education Director shall earn sick leave at the **prorated rate of the teachers' hours** for each year of employment in the school district. The Community Education Director will be credited one-year sick leave allowance upon completion of their first day of service. Deductions for absences will be made on the same basis as granted. Part Time Community Education Directors will accrue and be charged sick leave on a pro rata basis. **(SY22=91 hrs, SY23 = 104)**

Subd. 10.12 Unused sick leave days may accumulate to a maximum credit of **the prorated** hours of sick leave **(940)**.

Subd. 10.13 Sick leave with pay shall be allowed whenever a Community Education Director absence is found to have been due to illness which prevented her/her attendance at school and performance of duties on that day or days.

Subd. 10.14 The Community Education Director's sick leave may be allowed for absences due to an illness of the Community Education Director's spouse, parent and child as covered by M.S. 181.9413, on the same terms the Community Education Director is able to use sick leave benefits for the Community Education Director own illness as stated in Article X, Section 1 of the Master Contract.

Subd. 10.15 The School District may require the Community Education Director to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicated such absence was due to illness in order to qualify for sick leave pay.

Subd. 10.16 In the event that a medical certificate will be required, the Community Education Director will be so advised within two (2) working days of return to work.

Subd. 10.17 Sick leave allowed shall be deducted from the accrued sick leave days earned by the Community Education Director.

Subd. 10.2 Bereavement Leave: Five (5) day's bereavement leave per death in the immediate will be granted. Immediate family is to be defined as follows: wife or husband, mother or father, son or daughter, son-in-law or daughter-in-law, mother-in-law or father-in-law, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law. Up to two (2) additional days may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave.

Subd. 10.3 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.

Subd. 10.4 Child Care Leave:

Subd. 10.41 A child care leave may be granted by the School District, subject to the provisions of the section to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 10.42 A Community Education Director making application of childcare leave shall inform the Superintendent in writing of intention to take the leave at least two (2) calendar months before commencement

of the intended leave. In case of adoption, the two (2) calendar month notification shall be waived.

Subd. 10.43 If the reason for the child care leave is occasioned by pregnancy, a Community Education Director may elect to utilize sick leave pursuant to the sick leave provision of the Agreement in lieu of seeking childcare pursuant to the Section. A pregnant Community Education Director will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said Community Education Director making application & receiving approval for childcare leave under the Agreement’s terms may also qualify for sick leave based on the terms of the Agreement provided the sick leave shall not be used between the beginning and ending dates of the childcare leave.

Subd. 10.44 Three days of the yearly accrued sick leave may be allowed for an adoption of a child by a person covered under the master agreement. Pay shall be allowed for the leave and the days of absence shall be deducted from their sick leave.

Subd. 10.45 The school district may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave coincide with some natural breaks in the school year – i.e. winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like. The availability of a substitute may also be considered by the school board in the granting of a childcare leave or the duration hereof.

Subd. 10.46 In making a determination concerning the commencement & duration of a child care leave, the board shall not, in any event, be required to: 1. Grant any leave more than 12 months in duration, 2. Permit the Community Education Director to return to her or her employment prior to the date designated in the request for Child cares leave.

Subd. 10.47 A Community Education Director returning from childcare leave shall be re-employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 10.48 Failure of the Community Education Director to return pursuant to the date determined under her section shall constitute grounds for termination unless the School District and the Community Education Director mutually agrees to an extension of the leave.

Subd. 10.49 A Community Education Director who returns from childcare leave within the provisions of her section shall retain all previous experience credit for pay purposes, seniority, and any unused leave time accumulated under the provisions of the agreement at the commencement of the beginning of the leave. The Community Education Director shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10.5 Personal Leave:

Subd. 10.51 At the beginning of the school year, each Community Education Director shall be granted 30 hours of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of the agreement.

Subd. 10.52 Requests for personal leave must be made in writing to the Superintendent of Schools at least one (1) day in advance, except in the event of emergencies. All personal leaves must have prior approval.

Subd. 10.53 A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.

Subd. 10.6 Professional Leave: Professional Leave may be granted subject to the Superintendent’s approval.

ARTICLE 11 – RETIREMENT SAVINGS PLAN

Subd. 11.1 403 (b) Plan: The MACCRAY School District shall maintain a 403(b) retirement savings plan for the Community Education Director and will match based on years of service that follows the teachers’ master agreement (prorated)

<u>Years of service in the School District</u>	<u>2021-2023 Dollar Limit</u>
0-4	\$600
5-9	\$816
10-14	\$1008
15-19	\$1200
20+	\$1800

ARTICLE 12 - GRIEVANCE PROCEDURE

Subd. 12.1 Grievance Definition: A “grievance” shall mean an allegation by the Community Education Director resulting in a dispute or disagreement between the Community Education Director and the School District as to the interpretation or application of terms and conditions contained in her agreement.

Subd. 12.2 Representative: The Community Education Director or School District may be represented during any stop of the procedure by any person or agent designated by such part to act in her behalf.

Subd. 12.3 Definitions and Interpretations:

Subd. 12.31 Extension: Time limits specified in her Agreement may be extended by mutual agreement.

Subd. 12.32 Days: Reference to day regarding time periods in her procedure shall refer to working days. A working day is defined as all week days not designated a legal holiday by State Law.

Subd. 12.33 Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period to time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, or Sunday, a legal holiday, in which event the period runs until the end of the next day, which is not a Saturday, a Sunday or a legal holiday.

Subd. 12.34 Filing and Postmark: The filing or service of any notice or document herein shall be timely. It is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 12.4 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within **TWENTY DAYS** (20) after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver hereof. Failure to appeal a grievance from one leave to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Community Education Director and the District.

Subd. 12.5 Adjustment of Grievance: The School District and Community Education Director shall attempt to adjust all grievances which may arise during the course of Employment of any Community Education Director within the District in the following manner:

Subd. 12.51 Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within **FIVE DAYS** after the receipt of the written grievance.

Subd. 12.52 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School District provided such appeal is made in writing within **FIVE DAYS** after receipt of the decision in Level I. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within **FIFTEEN DAYS** after the meeting, the School District, a committee or representative of the board may be designed by the board to hear the appeal at her level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Subd. 12.6 School District Review: The School District reserves the right to review any decision issued under Level I of her procedure provided the School District or its representative notify the parties of its intention to review within **TEN DAYS** after the decision has been rendered. In the event the School District reviews a grievance under her section, the School District reserves the right to reserve or modify such decision.

Subd. 12.7 Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Community Education Director may appeal it to the next level.

Subd. 12.8 Arbitration Procedures: In the event that the Community Education Director and the School District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 12.81 Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within **TEN DAYS** following the decision in Level II of the Grievance procedure.

Subd. 12.82 Prior Procedures Required: No grievance shall be considered by the Arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 12.83 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of her procedure, the parties shall within **TEN DAYS** after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PELRA to appoint an arbitrator, pursuant to MS 179.70 subd. 4, providing such request are made within **TWENTY DAYS** after request for arbitration. The request shall ask that the appointment be made within **THIRTY DAYS** after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PELRA within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 12.84 Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party and the School District shall **five days** prior to the arbitration hearing forward to the arbitrator the submission of the grievance

which shall include the following: 1. The issue involved, 2. Statement of the facts, 3. Position of the grievant, & 4. The written documents relating to Article 12 Sections 4 and 5 of the grievance procedure..

Subd. 12.85 Hearing: The grievance shall be heard by a single arbitrator *and both parties may be represented by such person or persons* as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 12.86 Decision: the decision by the arbitrator shall be rendered within **THIRTY DAYS** after the close of the hearing. decision by the arbitrator in cases properly before him shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions are provided by in the PELRA.

Subd. 12.87 Expense: Each party shall bear its own expense in connection with arbitration including expenses relating to the parties representatives, witness, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the Arbitrator, the cost of the transcript or recording if requested by either or both parties, and other expenses, which the parties mutually agree, are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 12.88 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreement relating to grievances properly before the arbitrator pursuant to the terms of her procedure. The jurisdiction of the arbitrator shall not extend to propose changes. In terms and conditions of employment as defined herein and contained in her written agreement; not shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. The jurisdiction of the arbitrator shall include, but is not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in the order the arbitrator shall give due consideration to the statutory rights and obligations of the public school district to efficiency manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 12.89 Duplication: A party shall not institute a grievance action & a Court action on the same action & time.

ARTICLE 13 - Unrequested Leave of Absence

Subd. 13.1 In the event it is necessary for the District to reduce the number of Community Education Directors covered by her Agreement, the work force shall be reduced in accordance with MN Stat. 125.12, 6b.

ARTICLE 14 - Indemnification and Provision of Counsel

Subd. 14.1 In the event that an action is brought or a claim is made against the Community Education Director arising out of or in connection with Community Education Director's employment, and the Community Education Director is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in the section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

ARTICLE 15 - Duration

Subd. 15.1 Term of Contract: The Agreement shall remain in full force and effect for a period commencing July 1, 2021 except as specifically provided otherwise in the Agreement, through June 30, 2023 and hereafter until modified or terminated pursuant to the PELRA of 1971 as amended.

Subd. 15.2 Modification: if either party desires to modify or terminate the Agreement effective on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of the Agreement.

Subd. 15.3 Effect: The Agreement constitutes the full and complete agreement between the District and the Community Education Director. The provision herein Supersedes and takes precedence over any and all prior Agreement, resolutions, practices, district policies, rules or regulations concerning the terms and conditions of employment.

Subd. 15.4 Finality: It is further agreed that any matters relating to the terms and conditions of employment, whether or not referred to in the Agreement, shall not be open for negotiations during the term of the Agreement.

Subd. 15.5 Severability: The provisions of the Agreement shall be severable, and if any provision hereof or the application of any such provision under and circumstances is held invalid, it shall not affect any other provision of the Agreement or the application of any provisions hereof under different circumstances.

Subd. 15.51 The Community Education Director is to notify the Superintendent of her desire to request re-assignment by March 1 of the preceding year. The Community Education Director will be re-assigned based on licensure and seniority of positions available for re-assignment.

Subd. 15.52 Upon evaluation the Superintendent may recommend discontinuance of the assignment as Community Education Director by April 1 of the preceding year.

SCHEDULE A – Community Education Director

2021-2022 \$53,446 2022-2023 \$64,662

Agreed to as the full and complete settlement of the terms and conditions of employment by the signatures of the following representatives of the District and the Community Education Director

For: MACCRAY School Board

Community Education Director

Chairman

Clerk

Dated her ____ day of _____, 2022

District Negotiator



MACCRA Y Public Schools
ISD 2180 *Maynard – Clara City - Raymond*

CONTRACT

Establishing the
Terms and Conditions of Employment

By and Between

MACCRA Y Schools

And

Jim Trulock
Activities Director

July 1, 2021 – June 30, 2023

ARTICLE 1 - PURPOSE

His Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Jim Trulock, Activities Director, has as its objective the establishment of the terms and conditions of employment for the period herein established.

ARTICLE 2 - DEFINITIONS

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

ARTICLE 3 - RECOGNITION

- Subd. 3.1 Appropriate Unit: In accordance with PELRA. The Dist. recognizes the Association as the exclusive representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services. "All MACCRAY Schools employees, who are certify by the MN Department of Education as a Activities Director who are employed for more than 14 hrs. per week & more than 100 work days per yr. & who devote 50% of their time to administrative/supervisory duties in the capacity of Activities Director."
- Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Activities Director as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Medication Services in accordance with the P.E.L.R.A.

ARTICLE 4 – ACTIVITIES DIRECTOR RIGHTS

- Subd. 4.1 Use of Facilities: The Activities Director shall have the right to use District Buildings before or after hours for meetings, scheduling such use with the Superintendent provided that the Activities Director shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Activities Director in Accordance with District policy.
- Subd 4.2 Indemnification: The Activities Director shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Section 4.4 of the Article.
- Subd. 4.3 Personnel Files: The Activities Director shall have the right to review his/his individual Personnel file in accordance with applicable Minnesota statutes.
- Subd. 4.4 Meet and Confer: The Activities Director has the right on an annual basis to request two (2) meet and confer meetings with the School Board.

ARTICLE 5 - DISTRICT RIGHTS

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

ARTICLE 6 - DUTY YEAR

- Subd. 6.1 The normal duty year shall be considered as 185 total days (This is 5/8 contract, Teacher portion is 3/8).
- Subd. 6.2 Specific Duty Year: These specific duty days during the calendar period July 1 through June 30 shall be established by the Director and the Superintendent. The Superintendent reserves the right to designate specific calendar days during the period of July 1 through June 30 as mandatory duty days.

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

ARTICLE 7 - DUTY DAYS

Subd. 7.1 Normal Duty Day:

Subd. 7.1 The Activities Director shall normally be on duty during the period established as the teacher's basic duty day at their building of responsibility or as directed by the Superintendent and shall work 5.3 hrs./day for 159.4 days.

Subd. 7.2 The remaining 25.6 days shall be completed throughout the year.

Subd. 7.3 The Activities Director because of his duties and responsibilities agree to commit whatever time is necessary to accomplish such duties and responsibilities.

ARTICLE 8 – COMPENSATION

Subd. 8.1 Salary Schedule: The annual salary of the Activities Director employed by individual continuing contract for the 2019-2022 and 2022-2023 duty year is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Annual Salary: The Activities Director employed by an individual continuing contract will be paid an annual salary. The Activities Director employed for a duty year less than that established by Article 6, Section 6.1 and 6.2, shall be paid a prorated annual salary.

Subd. 8.3 Daily Rate: For the purposes of calculating daily rate, the Activities Director's annual Individually contracted salary divided by the duty year established by Article 6, Sections 6.1 and 6.2 shall equal daily rate.

Subd. 8.4 Mileage: The Activities Director shall be reimbursed at the Federal mileage rate for the use of their personal automobile to conduct authorized and approved travel on the behalf of the District.

Subd. 8.5 Work Stoppage: The Activities Director, in the event of a strike or work stoppage by other District employees, shall report for duty to carry out School Board policies and directives.

Subd. 8.6 Stipend: A stipend of \$50 will be paid for supervision of spectator sport athletic events and dances (Homecoming, Sno Week and Jr. High Dances).

ARTICLE 9 - INSURANCE

Subd. 9.1 Selection: The selection of the insurance carrier & policy shall be made by the School District as provided by law.

Subd. 9.2 Claims against School District: It is understood that the School District's only obligation is to purchase insurance policy and pay such amount as agreed to here-in and no claim shall be made against the School District as a result of a denial of insurance benefits by an Insurance carrier.

Subd. 9.3 Duration of Insurance Contribution: The Activities Director is eligible for School District contribution as provided in the Article as long as the Activities Director is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Activities Director may remain in the plan for 18 months by paying his own premium as provided by M.S. 62A.17.

Subd. 9.4 Eligibility: The School District contribution will be provided to all Activities Directors and provided on a pro rata basis for those Activities Directors employed on a part time basis.

Subd. 9.5 Benefits: The School District will contribute to the Activities Director's account under the MACCRAY ISD #2180 Flexible Benefits Plan on a monthly basis during the term of the Activities Director's employment **\$7200 (including teacher portion) each year** which the Activities Director may elect to apply toward the cost of benefits available under the Flexible Benefits Plan or to receive in cash.

CORE BENEFITS – 1. Health and Hospitalization insurance. (Total w/ teacher portion is \$7200)

Subd. 9.6 Highly compensated employee component of the ACA. In the event the Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Subd. 9.7 Eligibility: The eligibility of the Activities Director and the Activities Director's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to the article.

Subd. 9.8 Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in the article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in the article.

ARTICLE 10 - LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.11 The Activities Director shall earn sick leave at the rate of 100.5 hours (145.5 total w/ Teachers contract) for each year of employment in the school district. The Activities Director will be credited one-year sick leave allowance upon completion of their first day of service. Deductions for absences will be made on the same basis as granted. Part Time Activities Directors will accrue and be charged sick leave on a pro rata basis.

Subd. 10.12 Unused sick leave days may accumulate to a maximum credit of 600 hours of sick leave.

Subd. 10.13 Sick leave with pay shall be allowed whenever an Activities Director absence is found to have been due to illness which prevented his/his attendance at school and performance of duties on that day or days.

Subd. 10.14 The Activities Director's sick leave may be allowed for absences due to an illness of the Activities Director's spouse, parent and child as covered by M.S. 181.9413, on the same terms the Activities Director is able to use sick leave benefits for the Activities Director own illness as stated in Article X, Section 1 of the Master Contract.

Subd. 10.15 The School District may require the Activities Director to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicated such absence was due to illness in order to qualify for sick leave pay.

Subd. 10.16 In the event that a medical certificate will be required, the Activities Director will be so advised within two (2) working days of return to work.

Subd. 10.17 Sick leave allowed shall be deducted from the accrued sick leave days earned by the Activities Director.

Subd. 10.2 Bereavement Leave: Five (5) day's bereavement leave per death in the immediate family will be granted. Immediate family is to be defined as follows: wife or husband, mother or father, son or daughter, son-in-law or daughter-in-law, mother-in-law or father-in-law, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law. Up to two (2) additional days may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave.

Subd. 10.3 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.

Subd. 10.4 Child Care Leave:

Subd. 10.41 A child care leave may be granted by the School District, subject to the provisions of the section to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 10.42 A Activities Director making application of childcare leave shall inform the Superintendent in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave. In case of adoption, the two (2) calendar month notification shall be waived.

Subd. 10.43 If the reason for the child care leave is occasioned by pregnancy, a Activities Director may elect to utilize sick leave pursuant to the sick leave provision of the Agreement in lieu of seeking childcare pursuant to the Section. A pregnant Activities Director will also provide at the time of the leave of application, a statement from his physician indicating date of delivery. Said Activities Director making application & receiving approval for childcare leave under the Agreement's terms may also qualify for sick leave based on the terms of the Agreement provided the sick leave shall not be used between the beginning and ending dates of the childcare leave.

Subd. 10.44 Three days of the yearly accrued sick leave may be allowed for an adoption of a child by a person covered under the master agreement. Pay shall be allowed for the leave and the days of absence shall be deducted from their sick leave.

Subd. 10.45 The school district may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave coincide with some natural breaks in the school year – i.e. winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like. The availability of a substitute may also be considered by the school board in the granting of a childcare leave or the duration hereof.

Subd. 10.46 In making a determination concerning the commencement & duration of a child care leave, the board shall not, in any event, be required to: 1. Grant any leave more than 12 months in duration, 2. Permit the Activities Director to return to his or his employment prior to the date designated in the request for Child cares leave.

Subd. 10.47 A Activities Director returning from childcare leave shall be re-employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 10.48 Failure of the Activities Director to return pursuant to the date determined under his section shall constitute grounds for termination unless the School District and the Activities Director mutually agrees to an extension of the leave.

Subd. 10.49 A Activities Director who returns from childcare leave within the provisions of his section shall retain all previous experience credit for pay purposes, seniority, and any unused leave time accumulated under the provisions of the agreement at the commencement of the beginning of the leave. The Activities Director shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10.5 Personal Leave:

Subd. 10.51 At the beginning of the school year, each Activities Director shall be granted twenty-nine and three-quarter 29.75 hours of personal leave nonrestrictive (42.5 total including teaching portion). Personal days refer to days not covered by any other provision of the agreement.

Subd. 10.52 Requests for personal leave must be made in writing to the Superintendent of Schools at least one (1) day in advance, except in the event of emergencies. All personal leaves must have prior approval.

Subd. 10.53 A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.

Subd. 10.6 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval. **Activities Director will be able to attend the National Athletics/Activities Directors Convention, once every 3 years. Expenses will be paid by the District.**

ARTICLE 11 – RETIREMENT SAVINGS PLAN

Subd. 11.1 403 (b) Plan: The MACCRAY School District shall maintain a 403(b) retirement savings plan for the Activities Director and will match \$2000 (including teacher portion) into the account each year.

ARTICLE 12 - GRIEVANCE PROCEDURE

Subd. 12.1 Grievance Definition: A "grievance" shall mean an allegation by the Activities Director resulting in a dispute or disagreement between the Activities Director and the School District as to the interpretation or application of terms and conditions contained in his agreement.

Subd. 12.2 Representative: The Activities Director or School District may be represented during any stop of the procedure by any person or agent designated by such part to act in his behalf.

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Subd. 12.31 Extension: Time limits specified in his Agreement may be extended by mutual agreement.

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Subd. 12.34 Filing and Postmark: The filing or service of any notice or document herein shall be timely. It is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 12.4 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within **TWENTY DAYS (20)** after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver hereof. Failure to appeal a grievance from one leave to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Activities Director and the District.

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Subd. 12.51 Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a

written decision on the grievance to the parties involved within **FIVE DAYS** after the receipt of the written grievance.

Subd. 12.52 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School District provided such appeal is made in writing within **FIVE DAYS** after receipt of the decision in Level I. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within **FIFTEEN DAYS** after the meeting, the School District, a committee or representative of the board may be designed by the board to hear the appeal at his level, and report its findings and recommendations to the School District. The School District shall then render its decision.

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Subd. 12.8 Arbitration Procedures: In the event that the Activities Director and the School District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 12.81 Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within **TEN DAYS** following the decision in Level II of the Grievance procedure.

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Subd. 12.87 Expense: Each party shall bear its own expense in connection with arbitration including expenses relating to the parties representatives, witness, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the Arbitrator, the cost of the transcript or recording if requested by either or both parties, and other expenses, which the parties mutually agree, are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

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considering any issue in dispute, in the order the arbitrator shall give due consideration to the statutory rights and obligations of the public school district to efficiency manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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Subd. 13.1 In the event it is necessary for the District to reduce the number of Activities Directors covered by his Agreement, the work force shall be reduced in accordance with MN Stat. 125.12, 6b.

ARTICLE 14 - Indemnification and Provision of Counsel

Subd. 14.1 In the event that an action is brought or a claim is made against the Activities Director arising out of or in connection with Activities Director’s employment, and the Activities Director is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in the section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

ARTICLE 15 - Duration

Subd. 15.1 Term of Contract: The Agreement shall remain in full force and effect for a period commencing July 1, 2021 except as specifically provided otherwise in the Agreement, through June 30, 2023 and hereafter until modified or terminated pursuant to the PELRA of 1971 as amended.

Subd. 15.2 Modification: if either party desires to modify the Agreement effective on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of the Agreement.

Subd. 15.3 Effect: The Agreement constitutes the full and complete agreement between the District and the Activities Director. The provision herein Supersedes and takes precedence over any and all prior Agreement, resolutions, practices, district policies, rules or regulations concerning the terms and conditions of employment.

Subd. 15.4 Finality: It is further agreed that any matters relating to the terms and conditions of employment, whether or not referred to in the Agreement, shall not be open for negotiations during the term of the Agreement.

Subd. 15.5 Severability: The provisions of the Agreement shall be severable, and if any provision hereof or the application of any such provision under and circumstances is held invalid, it shall not affect any other provision of the Agreement or the application of any provisions hereof under different circumstances.

Subd. 15.51 The Activities Director is to notify the Superintendent of his desire to request re-assignment by March 1 of the preceding year. The Activities Director will be re-assigned based on licensure and seniority of positions available for re-assignment.

Subd. 15.52 Upon evaluation the Superintendent may recommend discontinuance of the assignment as Activities Director by April 1 of the preceding year.

SCHEDULE A – Activities Director

2021-2022 \$53,844 2022-2023 \$57,108

Agreed to as the full and complete settlement of the terms and conditions of employment by the signatures of the following representatives of the District and the Activities Director

For: MACCRAY School Board

Activities Director

Chairman

Clerk

Dated his _____ day of _____, 2022

District Negotiator

MASTER AGREEMENT

July 1, 2021 through June 30, 2023

by & between

MACCRA Y PUBLIC SCHOOLS
ISD 2180

and the

MACCRA Y EDUCATION ASSOCIATION

Master Agreement - MACCRAY Public Schools

Article I Purpose

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

Article II Recognition of Exclusive Representative

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

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

Article III Definitions

Section 1. Appropriate Unit

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

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

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

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

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

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

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

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

Article IV School District Rights

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

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

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

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

Article V Teacher Rights

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

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

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

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

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

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

Article VI Basic Schedule and Rate of Pay

Section 1. Basic Compensation:

Subd. 1. 2021-22 Rates of Pay: The wages & salaries reflected in Schedule A, attached, shall be effective only for the 2021-22 school yr.

Subd. 2. 2022-23 Rates of Pay: The wages & salaries reflected in Schedule B, attached, shall be effective only for the 2022-23 school yr.

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

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

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

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

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

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

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

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

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

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

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

Article VII Extra Compensation

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C, attached hereto, shall be effective only for the **2021-22** school year; Schedule D, attached hereto, shall be effective only for the **2022-23** school year.

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

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

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

Section 4. Summer School, Monday School, and Homebound Pay: Teachers who are teaching summer school, **Monday School**, or homebound shall be paid at **the teachers' hourly rate of pay** for prep time and for teaching time. They will be allowed one (1) hour of prep time per four (4) hours of teaching time.

Section 5. Curriculum Writing: Teachers writing district curriculum shall be paid **the teachers' hourly rate of pay** if the curriculum is approved by the district.

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

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

~~0 Hours of sick leave used = \$300~~

~~Up to 8.5 Hours used = \$200~~

~~Up to 17 Hours used = \$100~~

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

Section 8: Summer Extended Contract: The Vocational Agriculture Instructors shall receive **a total of 60 days collectively** at the instructor's daily rate of pay for Ag extended contract time. ~~Any additional Ag instructor will receive 15 additional days with the caveat of tracking hours.~~ The total of **60 days** may be divided differently if agreed upon by both teachers and the Superintendent.

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

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

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

Article VIII Group Insurance

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

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

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

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

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

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

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

Section 6. Benefits: The School District will contribute \$7200 toward health insurance to each full-time Teacher for both 2021-2022 and the 2022-2023 school year. The School District contributions can be used for the following:

Core Benefits 1. Health and Hospitalization Insurance

Article IX **ECFE**

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

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

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

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

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

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

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

Article X **Pre-school**

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

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

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

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

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

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

Article XI Leaves of Absence

Section 1. Sick Leave:

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

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

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

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

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

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

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

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

Section 2. Disability Bank Leave:

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

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

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

Subd. 3. Disability bank leave days will be deducted for each eligible Teacher as described in Section 1 only when the number of banked days is below 85 hours. (412 hours were used in School year 19-20 so there are 353 hours remaining in the bank.)

Section 3. Bereavement Leave: 42.5 hours of bereavement leave per death in the immediate family will be granted. Immediate family is to be defined as follows: wife or husband, mother or father, son or daughter, son-in-law or daughter-in-law, mother-in-law or father-in-law, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law. Up to two 17 additional hours may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave.

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

Section 5. Personal Leave:

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

Subd. 2. Requests for personal leave must be submitted using the Districts electronic leave request system to the building principal at least one (1) day in advance, except in the event of emergencies. **All personal leave must have prior approval. Do not book vacation plans before receiving approval.**

Subd. 3. A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year. ~~At no time shall there be allowed more than three (3) personal leaves granted on the same day for any one of the three (3) sites (East, West, Jr/Sr High).~~ At no time shall there be more than seven (7) personal leaves granted on the same day. Personal

~~throughout the district.~~ Personal leave will be granted in 15minute increments. During the months of April and May, no more than five (5) personal days will be granted in any one day. ~~with a maximum of 2 per elementary site (East, West) and 3 at the High School.~~

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

Section 6. Family Medical Care Leave

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

Section 7. Child Care Leave

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

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

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

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

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

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

Subd. 7. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year – i.e. Winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like. The availability of a substitute Teacher may also be considered by the School Board in the granting of a child care leave or the duration thereof.

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

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

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

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

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

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

Section 8. Association Leave

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

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

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

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

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

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

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

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

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

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

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

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

Subd. 8. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A

teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

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

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

Subd. 11. Seniority tiebreakers: In the case of equal seniority, the following steps will be followed in order until the tie is broken. "Seniority" applies only to Tier 3 and Tier 4 qualified teachers.

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

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

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

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

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

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

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

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

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

Section 11. Filing Licenses and Preparation of Seniority Lists

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

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

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

Subd. 4. Final list: Within ten business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification

will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

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

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

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

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

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

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

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

Section 17. Worker's Compensation

Subd. 1. Pursuant to MS 176, a Teacher injured on the job in the service of the School District and collecting workers' compensation insurance may use enough sick leave in combination with the workers comp to receive full salary. (Workers Comp pays 2/3, school district pays 1/3). The Teacher's salary will be reduced by an amount equal to the workers comp insurance payments. Only that fraction of the days not covered by WC insurance will be deducted from accrued sick leave. Another option is Continuing Wages where the District continues paying the full salary and benefits while using 1/3 sick leave, but Workers Comp insurance does not pay. This streamlines the benefits issues (TRA, Health Insurance, 403B etc.) and the District does not reimburse Workers Comp Insurance. Note: Workers Comp Insurance will still pay any approved medical bills. (This is a clarification to help everyone understand WC.)

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

Article XII Hours of Service

Section 1. Basic Day: The specific hours at any building may vary according to the need of the educational programs of the School District. The Teacher's duty day will be 8.5 working hours. (SY 21-22: 7:30-4:30, 22-23 TBD) Teachers must receive prior approval at least one day in advance from the respective building principal or administrative designee if they are planning to arrive late or leave early. Teachers shall have a duty-free lunch period of at least 25 minutes (30 minutes beginning SY 22-23). Each Teacher shall receive a minimum of 200 minutes per typical week of preparation time with a minimum of two (2) uninterrupted 25 minute periods in a normal basic student day. Prep time is non-student contact time occurring after the start of the 1st period of the day and before the end of the last period of the day, not including lunch.

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

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

Section 4. Travel Between Schools: A Teacher having an assignment involving travel between schools within the School District using his/her own vehicle will be reimbursed at the allowable federal business mileage rate. This ends June 30, 2022.

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

Article XIII Length of the School Year

Section 1. Teacher Duty Days: Pursuant to MS 120A.40, the School District shall, prior to April 1 each school year, establish the number of school days and Teacher duty days for the next school year, and the Teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and, pursuant to such authority has been determined to conduct school. The school year **2021-2022** shall consist of 159.4 duty days, and for the **2022-2023** school year shall consist of 159.4 duty days.

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

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

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

Article XIV Inter-School District Sharing

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

Article XV Teacher Retirement

Section 1. 403(b) Plan:

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

<u>Years of service in the School District</u>	<u>2021-2023 Dollar Limit</u>
0-4	\$600
5-9	\$816
10-14	\$1008
15-19	\$1200
20+	\$1800

Article XVI Interactive Television (ITV)

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

~~**Section 2. Instructor Policies:**~~

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

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

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

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

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

- ~~_____ 1-2 Schools = 30 Students~~
- ~~_____ 3 Schools = 25 Students~~
- ~~_____ 4 Schools = 20 Students~~
- ~~_____ Not to exceed 4 Schools~~
- ~~_____~~

Article XVII Exchange Teachers

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

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

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

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

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

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

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

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

Article XVIII Job Sharing

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

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

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

Section 4. Termination of Job Share Position:

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

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

Article XIX Grievance Procedure

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

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

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, or a Sunday, a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

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

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

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

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

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

Subd. 2 – Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within five days after receipt of written grievance.

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

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

Section 6. School District Review: The School District reserves the right to review any decision issued under Level I or Level II of this procedure provided the School District or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School District reviews a grievance under this section, the School District reserves the right to reserve or modify such decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the Teacher or exclusive representative may appeal it to the next level.

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

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

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

Subd. 3. Hearing: The grievance will be heard by a single arbitrator, & both parties may be represented by such person or persons as they may choose and designate, and the parties will have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator will be a hearing de novo. (De novo means: afresh, anew. Considering the matter anew, the same as if it had not been heard before and as if no decisions previously had been rendered.)

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

Subd. 5. Expense: Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties will share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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

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

Section 9. General:

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

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

Article XX Staff Development

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

Section 2. Training Reimbursement: All expenses incurred for staff development training which is **suggested/approved** by the School District shall be paid by the School District. When the training is **required** by the School District, Teachers will be paid at a **teacher's regular hourly rate of pay** for training incurred during non-contract days and at a rate of **teacher's regular hourly rate of pay** for evening training commencing 6:00 p.m. or later. Payment will be made only for the scheduled hours of training.

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

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

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

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

Article XXI Duration

Section 1. Terms and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing upon the date of its execution through **June 30, 2023**, and thereafter until modifications are made. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2021, it will give written notice of such intent no later than **April 30, 2023**.

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

Section 3. Finality: Any matter relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement. **This contract is the final expression between the union and district and is not to be reopened during the term of the contract as per PELRA and MS 179A.20 Subdivision 3.**

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

Article XXII Extra-Curricular

Section 1. Schedule of Salary Payments;

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

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

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

Subd. 3. Extra-Curricular Duties with One Payment: JH Athletics, ~~Academic Decathlon~~ Advisor, Business Professionals of Am. Advisor, Class Advisors, ~~Debate~~, ~~Junior High Play~~, Knowledge Bowl, ~~Letter Club~~, Math League, Mock Trial, 1 Act Play, Pep Band, Yearbook Club, Prom Advisor, Speech, Spelling Bee. 3 Act Play/Musical Advisors, Spring Play and any other extracurricular not listed in the 2 payment category.

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

Article XXIII Teacher on Special Assignment (TOSA):

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

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

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

Section 4: Compensation. A TOSA under this section shall continue to receive all compensations, fringe benefits and other contractual

benefits. Due to the nature of the special assignment, additional time and/or compensation may be required at the staff development rate.

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

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

Article XXIV Meet and confer

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

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

Article XXV Retirement Pay

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

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

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

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

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

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

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

Note: All hourly rate of pay changes will take affect from the date of ratification forward.

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

Signature for:

Signatures for:

MACCRAY Education Association

ISD #2180 – MACCRAY Public Schools

Chief Negotiator Date

Chief Negotiator Date

President Date

Chairperson Date

Secretary Date

Clerk Date

**Schedule A
2021 - 2022 Base Pay**

BA	BA +15	BA +30	BA +45	MA/BA +60	MA + 15	MA +30
41,500	42,940	44,380	45,820	47,260	48,700	50,140

1. The above line would be the minimum starting rate for a person hired for the 2021-2022 school year.
2. The salary increase for all certified staff in **2021-22 is Years 1-4, \$1500, Years 5-9, \$2200, Years 10-14, \$3100, Years 15+, \$3500 .**
3. Lane changes will be figured by adding an additional \$1,440 to the teacher's base salary per lane change.
4. Certified staff that are newly hired (during the 2021-22 school year) will have a salary adjustment up to match the new base pay.

**Schedule B
2022 - 2023 Base Pay**

BA	BA +15	BA +30	BA +45	MA/BA +60	MA + 15	MA +30
42,250	43,690	45,130	46,570	48,010	49,450	50,890

1. The above line would be the minimum starting rate for a person hired for the 2022-2023 school year.
2. The salary increase for all certified staff in **2022-23 is Years 1-4, \$1500, Years 5-9, \$2200, Years 10-14, \$3100, Years 15+, \$4000.**
3. Lane changes will be figured by adding an additional \$1,440 to the teacher's base salary per lane change.

Schedules C and D

Extra Curricular Schedules

	2021-2022 and 2022-2023					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Head Coach: FB, VB, WR, BBB, GBB, Dance Team	5010	5138	5269	5403	5540	5683
Head Coach: Softball, Track, Baseball	4470	4585	4702	4822	4944	5070
Head Coach: Tennis, Cross Country, Golf	3936	4036	4139	4244	4353	4464
Asst/JV/9th Coach: FB, VB, WR, BBB, GBB, Dance Team, Musical (2)	3936	4036	4139	4244	4353	4464
Assistant Coach: Softball, Track, Baseball	3219	3299	3385	3470	3560	3649
Assistant Coach: Tennis, Cross Country, Golf	2683	2751	2822	2894	2967	3044
Jr. High Coaches: FB, VB, GBB, BBB, Baseball, Softball, Track, Tennis, Golf, Wrestling	2149	2203	2259	2318	2376	2436
Pepband	2505	2569	2634	2701	2771	2841
Knowledge Bowl, One Act Play, Spring Play	1972	2023	2075	2128	2182	2237
Prom, Math League, Musical Assistant, Marching Band/Drumline	1431	1467	1504	1543	1581	1622
Jazz Band, JR/SR Class Advisors, Annual, SADD, NHS, Business Professionals of America	895	918	942	965	990	1016
Student Council, Assistant Marching Band/Color Guard/Drumline	536	549	561	576	591	607
Spelling Bee	260	266	272	280	287	294

- Supervision of Events (unless extended event): **\$50** per event
- Portable Sound System Set Up/Operation: **\$35** per event
- Compensation for Music Teacher directly involved with Graduation or Coronation events - **\$35** per event.
- Attending Director at MSHSL music contests - compensated **\$100/day**.
- Behind the Wheel Drivers Ed @ **\$25.00/hr**
- Elementary Designee \$650 per building (ends 6-30-2022)
- College level class teacher: \$500 per semester
- Concession Supervisor \$75 per event
- Weight Training Coach: Fall Season \$750, Winter Season \$1500, Spring Season \$750.

MACCRAY PUBLIC SCHOOLS

2021-22 EMPLOYMENT AGREEMENT

With
Janet Pauling

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

3 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 3 day of March, 2022.


Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2022.

School Board Chair

School Board Clerk



Flexible Learning Year Application and Information, 2022-23

Applicants: Wait until you have completed your application and are about to submit to the Minnesota Department of Education (MDE) to enter these two dates:

March 15, 2022 Enter the first business date (during business hours) that MDE will have received this completed application from your district.

May 16, 2022 Enter 45 business days from that date here. Use this calculator. Exclude state holidays and weekends. This is when you can expect a decision from MDE, if not earlier.

Instructions

Please complete this form by typing your answer, or type "X" where indicated. The document will expand to fit your responses.

For a fall 2022 start date, please submit the application to mde.FlexibleLearning@state.mn.us no later than **Friday, April 1, 2022**. Please number all pages, including attachments. Applications will be reviewed within 45 business days of receipt per [Minnesota Statutes, section 124D.122](#). Please contact Cindy Jackson at the Minnesota Department of Education at 651-582-8572 or mde.FlexibleLearning@state.mn.us if you have questions or need technical assistance.

Applicant Information

School District Name: MACCRAY Public School

District Number: 2180

Site Name: MACCRAY P-12

School District Address: 711 Wolverine Drive,
Clara City, MN 56222

School District Phone: 320-847-2154

Superintendent Name: Sherri Broderius

Email: broderiuss@maccray.k12.mn.us

This application is:

- New (No new applications will be accepted for four-day weeks, but will be accepted for other models.)
- Renewal. For what school year was Flexible Learning Year first approved? 2006
- MDE requested revision of an application currently under review

Flexible Learning Year programs and Minnesota statutes

[Minnesota Statutes, section 124D.12 to 124D.127](#) authorize districts to “evaluate, plan and employ the use of flexible learning year programs. It is anticipated that the open selection of the type of flexible learning year operation from a variety of alternatives will allow each district seeking to utilize this concept to suitably fulfill the educational needs of its pupils.” These alternatives must include, but not be limited to, various 45-15 plans, four-quarter plans, quinmester plans, extended learning year plans and flexible all-year plans.

A “flexible learning year program” is any district plan approved by the commissioner that utilizes buildings and facilities during the entire year or that provides forms of optional scheduling of pupils and personnel during the learning year in elementary and secondary schools or residential facilities for children with disabilities.

Flexible Learning Year applications are not always needed in order to start prior to Labor Day. Districts that have \$400,000 or more of current construction may simply notify the School Finance Division at the Minnesota Department of Education (MDE) that they are claiming a school calendar waiver ([Minn. Stat. § 120A.40](#)) without submitting a Flexible Learning Year application. Charter schools and alternative learning programs do not need to apply for Flexible Learning Year status.

Basics of your proposed program

School Years. Our district is applying for the following school years. Type “X” for all that apply where applicable:

Year 1: 2022-23

Year 2: 2023-24

Year 3: 2024-25

Note that upon school board approval and written notification to MDE, a district may elect to return to a traditional, non-Flexible Learning Year calendar during Year 2 or Year 3 of a three-year approval. However, districts must commit to operate the Flexible Learning Year program for at least Year 1 if approved in order for MDE to review the proposed program application.

Pre-Labor Day. Does the calendar for any of the proposed implementation years involve a pre-Labor Day start? Type “X” where applicable:

No

Yes. If yes, list start dates for each year.

2022-23: Enter dates here

2023-24: Enter dates here

2024-25: Enter dates here

Type of Program. Please type “X” to identify the type of flexible learning year program you are applying for ([Minn. R. 3500.1000, subp. 3](#)).

_____ 45-15. *Successful applications will clearly demonstrate how intersessions will be planned, aggressively promoted, funded (through a variety of means) and evaluated as an integral part of the Flexible Learning Year program. Federally funded school and child-care meals programs may not be allowable on non-instructional days. Your application should describe how your district has explored meeting students’ food needs on these days.*

- _____ Flexible All-Year
- _____ Extended Learning Year
- _____ Four-Quarters
- _____ Quinmester

x _____ Four-Day Week, Renewal Only. No new applications will be considered. *Successful applications will clearly demonstrate how child care needs, including for special needs students have been effectively addressed.*

A common theme we heard from people as we talked informally and in the community meetings was that because we have been on a 4 Day Week for 14 years (Last year's graduating class was the first class from MACCRAY to be on a 4 Day Week from when they started kindergarten.) is that most families have already made arrangements for not being in school on Mondays. The community and school have made those arrangements for 14 years prior to writing this document. That said the following are ways we continue to address the needs you ask us to specifically address:

1. **Child Care Needs:** We monitor child care issues through meeting with families when they enter MACCRAY in the early ages and grades. We are able to also meet with parents at preschool screenings. Additionally, we had a parent who came to one of our community meetings indicating that he wondered if we created a School-Age Child Care (SACC) how that would impact his wife’s daycare. We are considering offering a SACC program in the second year our new school is in operation. This would reduce the number of students needing to go to home daycare thereby allowing other families to attend the daycare who don’t go to school at 8 am. While the daycare need continues for families whether or not we are on a 4 Day Week we feel SACC will actually alleviate the daycare issue and allow non-school-age child families access to daycare.
2. **Special Needs Students:** The parent of a medical AND academic needs child once told me that parents with special needs children have already made arrangements for their children even before they started school. Arrangements for respite and nursing care are not dependent on whether or not we are on a 4 or 5 Day Week. Those arrangements exist already in their world.

Another mom told me at a community meeting that she absolutely would not want to lose the 4 Day Week because her special needs daughter has a lot of medical appointments. Her family uses Mondays for those medical appointments along with piano, voice, skating lessons for her other 3 children. Her child’s primary care physician and specialists all know to schedule this child’s appointments for Monday. This mom does not want her child(ren) to miss school at any time so she said she loves MACCRAY and the 4 Day Week for that reason.

3. Food Security: MACCRAY had been on the 4 Day Week for several years when we realized that food insecurity is a reality in all of our communities. It is then that we began working on a “MACPAC” food program to not only ensure that students have food for weekends but additional food for Monday. The Lion’s groups in all three communities: Raymond, Clara City, and Maynard stepped up and volunteered to oversee the food program. Our building secretaries watch for students who enroll (or who already attend MACCRAY) and ask families if they would like the MACPAC food program to come home in their child’s backpack in a discreet manner. Katie Kimpling at East Elementary is the confidential employee who is the liaison with the Lion’s. Currently, 13.2% of our families partake of this food service.

The MACCRAY Lion’s then order food from Second Harvest Heartland and it arrives at West Elementary School on pallets throughout the year. The Lion’s from each of the three communities gather once a week throughout the year and unpack the pallets and pack the food into bags. Churches in and around MACCRAY donate money to help pay for the food. Our custodial department then takes the bags to each of the three buildings where secretaries place the food bags into lockers or student backpacks to take home for the 3 day weekends. We did have a parent in one of the community meetings ask if we could get fresh fruit into the bags but at this point, we haven’t figured that out.

Important to indicate here is that in the process of building our new school we are making building plans to incorporate our MACPAC program into the design and are working with the MACPAC leader, Lion Barb Gunderson, to assist in that design which should include specific doors, shelving and be located at a loading dock. That is the degree to which our MACPAC program is important to help us feed students on Monday.

____ Other

____ Describe your district’s “other” category: Enter text here

Purpose for proposed Flexible Learning Year program

Flexible learning year programs shall be designed to accomplish at least one of the following. Please type "X" to identify all of the following purposes that apply to your program. Later in this application, we will ask you to provide a compelling argument for why these were selected and how Flexible Learning Year status is essential to your district achieving related goals.

Improve instructional quality

Increase cost-effectiveness

Make better use of community resources

We are working with two other 4 Day Week schools (BBE and ACGC) to create additional class offerings for students in all three districts who have common start dates, common days (Tuesday through Friday) and common professional learning dates.

1. Additional class offerings* - Our principals and counselors are working to offer the following courses so students can enrich their College in the School opportunities within the 4 Day Week. The following is an example of how we might work together.

+College Biology - BBE can offer ACGC needs

+College Calculus - BBE can offer ACGC needs

+ Accounting II - MACCRAY can offer ACGC needs

+ College Spanish - ACGC can offer - MACCRAY and BBE need

*At the time of the board approval (March 14) of this document building of the Master Schedule and student registration is incomplete. We will continue to work on these classes between the three 4 Day Week districts to meet individual student needs.

If your district checks this, be sure to include scope of impact in the application. *For example, if partnering with other districts on early start dates provides advantages to students participating in Postsecondary Enrollment Options or cross-district course enrollment, provide information on how many students currently participate.*

Establish alternative eligibility criteria to identify pupils in need of special education services

This alternative eligibility was determined 14 years ago when the 4 Day Week was originally approved. All IEPs at that time were "translated" to spread the child's IEP time to 4 days in lieu of 5. Now when students come to MACCRAY we automatically ensure that the hours are "translated" to the 4 Day Week hours.

Pre-Labor Day Starts

Not Applicable. As our calendars indicate we will be starting after Labor Day in each of the next three years.

Research, rationale and other background

Why This Route? Explain why a Flexible Learning Year Program was selected as a means to achieve these goals rather than another route. What are the advantages and disadvantages that your district has identified? How will you know if the disadvantages outweigh the advantages?

The 2021-22 School Year is MACCRAY's 14th year as a 4 Day Week School. Our graduates have not experienced a five-day school week here and the last time their families did was when their children were very young, if at all. The four-day school week is part of our community.

Some benefits include

- Opportunities for students to work, volunteer, or do job shadows and college visits on Mondays (I reference the SQSS in the Minnesota ESSA State Plan Amendment directing schools to have successful career and college readiness programs.) These components are critical to our work in career and college planning.
- Decreased missed school for appointments and lessons that can be done on Mondays
- The extra day encourages more family time. A community member noted at one public hearing that Sundays are reserved for family time because Monday can be appointments and lessons. An ML family who is Chukeese speaking travels to Minneapolis on Sundays to visit with fellow Chukeese speaking families. A Micronesia mom indicates that it allows for that intentional family time with using Mondays to get back and ready for school on Tuesday.
- The ability to have an advisory period in our schedule
- Extended day gives room to dig into topics and allow for extra electives at the high school level.
- Mondays are an opportunity for extra time for staff to lesson plan and meet and collaborate with peers.
- Ability to offer Monday School for remediation and help for students who have fallen behind. FFA and other groups use it as extra time to meet and practice that they may not otherwise have.
- Many businesses including farmers rely on the ability to employ high school students on Mondays as a way to keep up with work and fill staffing shortages

Some disadvantages include:

- The later end time means later bus times
- The later end time means less time after getting home for homework and family

The board has asked the administration to explore the possibility of shortening the school day. Opening our new single campus building next year and removing the need for shuttles between sites will also help to address that problem. Having Mondays off serves to combat some of the concerns about the later end time because it is an entire extra day on the weekend to do other family activities that cannot be done in a night. Paired with the length of the day allowing more time to work in school, Monday is an opportunity to get that extra time to work that may be lost.

For renewing districts – Is this model worth continuing? How long have you used it? What hard evidence do you have that it has worked in terms of academics and other goals? How have you reflected, evaluated, and modified this program to increase its effectiveness and value to students?

As stated above, the 2021-22 school year is MACCRAY's 14th utilizing the four-day week. Below we will detail some data that reflects the positive impact on our students:

Our **Graduation Rate** is consistently near or above 90%, which reflects well on the positive impact that our Four Day Week has on our students' abilities to meet and succeed. (According to the Minnesota State Plan Review for SQSS we will need to add one more year to meet the requirements for 7 year graduation rates next year.)

2016: 91.3%
2017: 88.9%
2018: 86.4%
2019: 96.6%
2020: 94.7%
2021: 100%

Our **enrollment** has been steadily rising over the past five years with the exception of 2021, which can be attributed to a variety of factors.(COVID) We feel that our four-day school week is a draw for families, especially those with special needs that can be helped by having Monday off to receive services that would otherwise cause them to miss school. One example of this is a community member who attended a public hearing and noted "I have a medically fragile child. I do not want her to miss school due to medical appointments. I am so happy our medical provider always makes her appointments on Mondays. Then our daughter doesn't miss school." This is just one example of the many ways that our four-day school week helps the families of our MACCRAY community.

2016: 658
2017: 673
2018: 706
2019: 717
2020: 719
2021: 701

Our **consistent attendance data** shows our students demonstrating consistent attendance at a higher rate than the state average because of our four-day week. We all know the importance of students being in school and, based on data acquired from overall attendance rates we see a very positive attendance number.

2018: 95%
2019: 95.55%
2020: 93.97%
2021: 94.42%

Because of the significant disruption that has been caused over the last two years, any longitudinal achievement data will be inaccurate, unreliable and not representative of the success of our students and staff. As such, we are looking at this year as our “new baseline” against which we will be measuring our success in years to come. This began in the fall of 2021. Below is our elementary reading and math data from fall of 2021 to the time of this application. Our most recent assessment window demonstrates the significant growth our students have made in two-thirds of a year. The following are our current **reading and math data** and the new baseline data for our future results: (I would be happy to send those end of year results upon request in mid May.)

Kindergarten

Fall 2021 Progress Monitoring-Letter Sounds (target is 22)

27/60 students at/above target = 45%

February 2022 Progress Monitoring-Letter Sounds (target is 38)

38/60 students at/above target = 63%

1st Grade

Fall 2021 Progress Monitoring-Reading Fluency (target is 35)

9/52 students at/above target = 17%

February 2022 Aims Reading Composite (target is 74)

16/52 students at/above target = 31%

2nd Grade

Fall 2021 Progress Monitoring-Reading Fluency (target is 88)

13/53 students at/above target = 24%

February 2022 Progress Monitoring-Reading Fluency (target is 104)

23/53 students at/above target = 43%

3rd Grade

Fall 2021 STAR Reading

24/62 students at/above target = 39%

February 2022 STAR Reading

28/62 students at/above target = 45%

Fall 2021 STAR Math

24/62 students at/above target = 39%

February 2022 STAR Math

35/62 students at/above target = 56%

4th Grade

Fall 2021 STAR Reading

30/60 students at/above target = 50%

February 2022 STAR Reading

33/60 students at/above target = 55%

Fall 2021 STAR Math

33/60 students at/above target = 55%

February 2022 STAR Math

43/60 students at/above target = 72%

5th Grade

Fall 2021 STAR Reading

26/55 students at/above target = 47%

February 2022 STAR Reading

32/55 students at/above target = 58%

Fall 2021 STAR Math

19/55 students at/above target = 34%

February 2022 STAR Math

21/55 students at/above target = 38%

6th Grade

Fall 2021 STAR Reading

19/42 students at/above target = 45%

February 2022 STAR Reading

20/42 students at/above target = 48%

Fall 2021 STAR Math

18/42 students at/above target = 43%

February 2022 STAR Math

21/42 students at/above target = 50%

High School:

Rationale: Considering the SQSS information school administration recently received from MDE, MACCRAY will use 2019 data for our baseline for student achievement moving forward. As such the following are our junior/senior high school MCA data for science, reading, and math.

7th Grade

2019 MCA Math

31/63 students meeting or exceeding = 49.2%

2019 MCA Reading

30/63 students meeting or exceeding = 47.6%

8th Grade

2019 MCA Math

26/59 students meeting or exceeding = 44.1%

2019 MCA Reading

31/59 students meeting or exceeding = 52.5%

2019 MCA Science

22/59 students meeting or exceeding = 37.3%

High School

2019 MCA 11th Grade Math

19/37 students meeting or exceeding = 51.4%

2019 MCA 10th Grade Reading

25/48 students meeting or exceeding = 52.1%

2019 MCA 10th Grade Science

24/47 students meeting or exceeding = 51.1%

Instructional impact: Describe the instructional impact of this program, including any research the district has conducted. Although summarizing national research you have reviewed is helpful, MDE is also interested in primary research that focuses on the unique needs and demographics of your school district.

We surveyed our staff to find out how they believe the Four-Day Week benefits the academics of our students. The responses include:

- Less missed time due to appointments that are now done on Monday
- Extra time to lesson plan and collaborate with colleagues
- Monday School as an opportunity for students who are in need of support or remediation
- Extra time for students to work both in school with the longer day and outside of school
- Improved mental health of students and staff because they have an extra day to rest and take care of other engagements outside of their work day
- Opportunity to work, volunteer, take lessons, job shadow, and take college visits

Some other opportunities afforded our staff because of the Four-Day Week include:

- North Collaborative content area (art, world languages, math, and all disciplines) meetings are scheduled to accommodate our Four-Day Week Schedule
- North Collaborative Common Professional Development day is scheduled for a Monday to avoid losing a school day. MACCRAY will host a 5 school common inservice in January 2022 on a Monday and this does not affect our students in taking a missed day of learning.
- Monthly professional development days scheduled in-house on Mondays that would be harder to do with a five-day week because of giving up a day that would otherwise be a student day
- Common Training, including for paraprofessionals August 2022.

Over the 14 years, we have done the four-day school week we have looked for opportunities to take advantage of our unique schedule. One of those ways was implementing an advisory period to provide time for groups to meet, staff and students to build relationships, and provide whatever other flexibility our students and staff may need to meet their needs. We also have taken advantage of the Monday off by implementing Monday School to provide an opportunity for students to attend, get help, and do remediation. After the first two Mondays in this calendar year, we are averaging 9 students to whom we provide transportation and snacks to work so far on math, science, and English.

Leverage and coordination: If your school district has existing plans for district or school site improvement, Q-Comp or Achievement and Integration, explain how goals and any funding for these initiatives work together with the proposed Flexible Learning Year Program. Provide information in this section if your Flexible Learning Year Program involves coordination and efficiencies with other school districts.

At MACCRAY we do not have Q Comp but we do receive Achievement and Integration dollars. We have both math and reading goals during the school year that we integrate with our summer STEM and GAMMA programs in Willmar and surrounding areas during the summer STEM and GAMMA weeks in Willmar. As a group of West Central A and I superintendents we have just set a goal to use the summer STEM equipment during the year and we are set to disseminate those pieces of math and science equipment to each school to support math and technical reading throughout the school year.

The rationale behind this is to use that equipment throughout the year to help achievement scores in a deeper taxonomic manner.

Additionally, through our \$40 million building project, we are creating a special elementary STEAM room, hiring a 1 FTE personnel to teach STEAM using the above-mentioned tools intentionally on a daily basis. We are working with another 4 Day Week school (ACGC) who also has created a STEAM program and BBE which is also a 4 Day week and has created an experiential learning program.

If your district is proposing a Four-Day Week or 45-15 Calendar: Explain how “fifth days” on a four-day week schedule or the 15-day breaks on a 45-15 calendar will support student learning and eliminate shifted burdens on families (such as child care, loss of meals, disproportionate negative impact on special needs students, etc.). Describe efforts and success at securing supplemental governmental or private funding, such as through grants or community partnerships to make these opportunities possible. Activities and support of “fifth days” or intercessions are an integral part of this application.

Through our MACPAC program, we send home 89 packs of food every weekend to students. These packs are portioned to include food not only for Saturday and Sunday, but Monday as well to meet the needs of those families facing food insecurity. For our students with special needs, our case managers and regular education teachers work with the families to determine what services each student needs to accommodate for the fifth day. With the opening of our new single campus site, we are also working towards the creation of a School Age Care program that would be able to support families on Mondays as well.

WHAT ELSE IF ANYTHING WOULD YOU WANT MDE TO KNOW:

Because MACCRAY has been utilizing the Four-Day Week for 14 years, it has become ingrained in our community to the point where it is part of the identity of what it means to grow up in Raymond, Clara City, and Maynard. The opportunity to utilize Mondays for voice, dance, violin, and piano lessons means that students who may not have otherwise gotten that opportunity because of schedule limitations can now get those opportunities to be a more well-rounded individual. The ability to take care of all of their medical, dental, orthodontist, chiropractic, and vision appointments means that the students are still getting the routine checkups and attention that they need without losing time in school, especially those students with significant medical hardships that require routine, consistent and specialty appointments. They are also able to do mental health and counseling appointments in a safe and private way that allows them to get the support they need without drawing attention to why they are gone so often. Our high school students being able to spend their Mondays doing job shadows, taking extra college visits, volunteering, and working means they are developing valuable experience and skills that prepare them to make an informed decision about their path after graduation and to step right into that path because they have had the time to learn about their interests, develop skills, and work with people who they may not have otherwise had the opportunity to without Monday being available to them.

Our teachers value the time that the fifth day affords them to refine their craft, catch up on aspects of their job that every teacher wishes they had more time for such as grading and communicating with parents, and taking care of appointments for them and their family that would force them to miss school much like the students. These factors all contribute to our consistently high and increasing graduation and attendance rates and our enrollment. Our students have already shown significant growth from our

new baseline that we set in the fall until now as well and we are using the advantages afforded us by the Four-Day Week schedule to continue that growth into the future.

As with any community, we have community members who struggle with child care, food insecurity, and ensuring that we are meeting the needs of our students with special needs. We are constantly evaluating what we do to support all of our students from our MACPAC program, to writing our IEPs to account for our Four-Day Week schedule, to combatting the growing child care shortage by considering the development of our School-Age Care program, along with starting Monday School as a way to benefit our students in need of support and remediation.

In the end, the most critical idea we would want MDE to know is that after 14 years, a 4 Day School Week has become who we are. It is who the families are and who the businesses are. All tied together we have created a strong triangulated cord that is tough to break. People want to know when this will all be real for MDE. They get nervous each time we have to reapply. They get nervous every time they get another survey, or have to attend a community hearing. The applications raise the angst of not only parents but students and teachers as well. That is why we strive every day for excellence. Things get in our way like COVID and bad weather when the winds blow the snow so hard we can't see the road in front of us many times a year. But we make excellent use of our time together and reduce times for kids to miss school.

Goals

List the S.M.A.R.T. (Specific, Measurable, Achievable, Realistic, Time-Bound) goals and objectives of your program (Minn. R. 3500.1000, subp. 3). At least one Flexible Learning Year goal must be academic. **Delineate by significant student population groups in your district that face the greatest challenges. The time-period for reaching the goals is the requested program approval period, generally three-years, with annual benchmarks.** Typically, academic measures will be either proficiency rates or index rates but districts are not limited to these measures. You may use local measures in addition to state. Together, your goals must tie to the stated program purposes and real achievement challenges facing your student populations. MDE expects that Flexible Learning Year goals be realistic but rigorous. *Upon receipt of your application, MDE will also provide the commissioner its own data on your district's academic performance trends.*

- Reading proficiency for FRPL-eligible students in grades 1-6 will increase from 28% in the fall of 2020 to 43% in 2023 as measured by local assessment data. **2021 FRP Reading Goal 33%, Actual 35%**
- Students will have access to teachers trained in delivering standards-based instruction to increase student achievement. This includes unpacking standards, writing learning targets, and developing success criteria for each standard. Students' equitable access to teachers skilled at delivering standards-based instruction will increase from 84% in the fall of 2020 to 100% of teachers in the spring of 2023. **Fall 2021: 86%**

Explain how these goals and objectives align to the World's Best Workforce initiative (Minn. Stat. § 120B.11) and, if applicable, to any Achievement and Integration plans (Minn. Stat. § 124D.61).

These goals are directly pulled from our World's Best Workforce Initiative and Achievement and Integration Plans. We chose to focus on these goals with respect to our four-day week application because of their connection to utilizing our "fifth day" in ways that benefit our teachers, which in turn benefits our students, especially those most in need.

Instructional Hours

Schools must provide at least 425 hours of instruction for a kindergarten student without a disability, 935 hours of instruction for a student in grades 1-6, and 1,020 hours of instruction for a student in grades 7-12, not including summer school (Minn. Stat. § 120A.41). Please list hours of instruction for each grade range. [An Excel spreadsheet](#) for calculation of these hours is provided. MDE expects that no student at any grade level will receive less instructional time than in the pre-approval year.

Student Grade Level	2021-22 hours (pre-approval base year)	2022-23 Hours	2023-24 Hours	2024-25 Hours
Kindergarten without a disability	1117 (692 hours above minimum)	1106 (681 hours above minimum)	1106 (681 hours above minimum)	1106 (681 hours above minimum)
Grades 1-6	1117 (182 hours above minimum)	1106 (171 hours above minimum)	1106 (171 hours above minimum)	1106 (171 hours above minimum)
Grades 7-12	1117 (97 hours above minimum)	1106 (86 hours above minimum)	1106 (86 hours above minimum)	1106 (86 hours above minimum)

Exemptions

Does the proposed program request exemption from any specific state rules (Minn. R. 3500.1000, subp. 3)? Please type "X" to indicate your answer.

No Yes

Public Hearings and Other Outreach

Per Minnesota Statutes, section 124D.124, before implementing a flexible learning year program in any facility of the district, the board must negotiate with the teachers, principals, assistant principals, supervisory personnel and employees to the extent required by the Public Employment Labor Relations Act, and must consult with the parents of pupils who would be affected by the change, and with the community at large. By submitting this application, the superintendent and school board chair certify that the district fully met this requirement and that stakeholder concerns raised in these meetings were appropriately addressed in this application.

In the table below, list at least three informational meetings for which the board has given published notice to teachers and employees, parents of pupils affected, and community members. Provide evidence that district staff, pupils and parents who would be affected, participated in the development and will participate in the annual review of the proposal (Minn. R. 3500.1000, subp. 4).

Meeting dates and times	Attendance minus employees and board	Concerns raised	How concerns were addressed
<p>February 7, 2022 6pm MACCRAY East Media Center, Raymond, MN</p>	<p>2</p>	<ul style="list-style-type: none"> *Bus times *length of the day *child care *increase efforts to share other benefits that help not only on Mondays but summer months as well *We've adapted to the schedule, so what would the consequences of changing to five days be? *Effect on test scores *Does it help get teachers? *Kids not getting on their bus until 4:25 (Due to shuttles.) 	<ul style="list-style-type: none"> *There have been conversations about the length of our school day. Moving to one building next year is likely to help with bus times. We will not know that for sure until we get the routes put together, but having no students getting on the shuttle bus at 4:25 anymore will definitely help. With the one united facility, many students will be home earlier. Earlier than when they would have this year gotten on the shuttle. * We are exploring creating a School Age Care housed in our school. *We are looking to reach out to Prairie Five to bring their mobile outreach buses to Open House in the next year. *We firmly believe that the four-day week is a valuable draw for our teachers. They tell us when we interview and hire. *There has been no negative effect on our MCA test scores as a result of the four-day week. Standards are covered. MCAs are administered.

<p>February 15, 2022</p> <p>6pm</p> <p>MACCRAY High School Media Center</p> <p>Clara City, MN</p>	<p>2</p>	<p>*On a 5 day week it would be harder to get to piano lessons because Willmar piano lessons block off Mondays for ACGC, MACCRAY, and BBE kids</p> <p>*Great way for employers to give our students opportunities to learn. Rural Fabrication gets a lot of work done on Mondays with HS Kids, one specific student will go to Alex Tech as a result of his work being a welder at Rural Fabrication.</p> <p>*Would make weekends even busier without the time Monday to get things done and decrease family time because they are able to dedicate Sunday to family knowing they have Saturday and Monday</p> <p>*Can see concern about families struggling with food insecurity and daycare, but brought up ways to assist, MACPAC program, food shelves, and he appreciated the idea of hosting a school-age care program.</p> <p>*"If I had to decide whether to get out earlier or choose the four-day week, I would pick the four-day week. It would be nice to have a little shorter day, though. And my kids come to MACCRAY because of the Mondays. We just love MACCRAY."</p> <p>*"We don't know any different"</p>	<p>* No concerns were expressed.</p>
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Meeting dates and times	Attendance minus employees and board	Concerns raised	How concerns were addressed
		"There is no need for the school to intercede [with child care]. Families already have their plans made for respite for the kids"	
February 7, 2022 6pm MACCRAY West Media Center Maynard, MN	1	*Returning to a five day week would severely impact the ability to make appointments for medically fragile students and result in significantly more missed school since they are able to schedule all appointments on Mondays. One mom said I don't want any of my kids to miss school. With all the medical appointments we have, I am so happy to have Mondays for that so they don't miss school.	*No concerns were expressed.

Please tell us how attendance at the meetings was publicized and encouraged. If this is a renewal application and attendance had been poor in past application cycles, what was done differently this time to predict a better outcome?

PROMOTION OF 4 DAY WEEK MEETINGS:

We took out ads on the front page of Clara City Herald, which covers all the communities in our district. There were posters hung in all three buildings which included QR Codes to put the meetings directly on their phone calendars on entrances, advertising the meeting dates during parent-teacher conferences and several sporting events that took place during the end of January through the final meeting. We send out text and email messages through our instant alert system reminding people of the meetings. There were also posts made to the school's Facebook, Instagram, and Twitter accounts. We went WAY out this year to promote the meetings. In the end, people really just want to skip all of this and "just let us be a 4 Day Week School."

Save The Date!
MACCRAY 4-Day Week Community Meetings
We need community input/support to continue on the 4 Day Week calendar.

Monday, Feb. 7
 6 p.m. at East Elementary School in Raymond

Tuesday, Feb. 15
 6 p.m. at High School in Clara City

Monday, Feb. 21
 6 p.m. at West Elementary School in Maynard

All meetings will be held in each school's library




Four Day School Week Public Meeting.

We have three meetings planned to seek your feedback!

- February 7 at 6pm in the MACCRAY East Library
- February 15 at 6pm in the MACCRAY High School Media Center
- February 21 at 6pm in the MACCRAY West Library

To share comments either complete this survey:
<http://bit.ly/4DayWeekMACCRAY>



Or email Comment@maccray.k12.mn.us

MACCRAY Public Schools
 @MACCRAY2180

We need your input, feedback, and support as we seek to continue with the Four Day School Week. You can help by attending one of our three community meetings, sharing your thoughts with the survey at bit.ly/4DayWeekMACCRAY, or by emailing comment@maccray.k12.mn.us


Four Day School Week Community Meetings

We have three meetings planned to seek your feedback!

February 7 at 6 pm in the MACCRAY East Library

February 15 at 6 pm in the MACCRAY High School Media Center

February 21 at 6 pm in the MACCRAY West Library



Or see the link below to share your thoughts!

3:41 PM · Feb 4, 2022 · Twitter for Android

View Tweet activity

1 Retweet

MACCRAY Public Schools
 Published by February 4 at 3:34 PM

We need your input, feedback, and support as we seek to continue with the Four Day School Week.

There will be three community meetings:
 February 7 at 6 pm in the MACCRAY East Library
 February 15 at 6 pm in the MACCRAY High School Media Center... See more


Four Day School Week Community Meetings

We have three meetings planned to seek your feedback!

February 7 at 6 pm in the MACCRAY East Library

February 15 at 6 pm in the MACCRAY High School Media Center

February 21 at 6 pm in the MACCRAY West Library



Or see the link below to share your thoughts!

1,061 People reached 61 Engagements -1.8x lower Distribution score

1 3 Shares

Like Comment Share

maccray2180


Four Day School Week Community Meetings

We have three meetings planned to seek your feedback!

February 7 at 6 pm in the MACCRAY East Library

February 15 at 6 pm in the MACCRAY High School Media Center

February 21 at 6 pm in the MACCRAY West Library



Or see the link below to share your thoughts!

View Insights Boost post

Liked by dreyer.homan and 14 others

maccray2180 We need your input, feedback, and support as we seek to continue with the Four Day School Week... more

February 4

What other ways did the district(s) solicit input from stakeholders? How does this proposal reflect what was learned? If your proposed school-year model is likely to impact any stakeholders (such as families and community residents and organizations) more negatively than others, how did the district reach out to address concerns beyond the public hearings?

PARENT SURVEY:

We also put out **parent surveys**, both online and paper, to parents, teachers and support staff, students, and reached out to businesses about the impact of the Four Day Week. Our EL population was surveyed directly with families through an interpreter. The online parent survey was shared with the aforementioned social media posts in an effort to reach as many people as possible. A link was also included with the instant alert at the advice of the special education department to ensure all parents could share their thoughts in as easy a way as possible. We will summarize our findings below.

We received 266 responses to the parent survey. Here is a breakdown of the responses by grade cohorts:

Pre-K: 43

K-3: 132

4-6: 93

7-8: 67

9-12: 107

When asked about the impact the four day week had on their family life, 87.0% of respondents reported the four day week having a positive or no impact on their family life as broken down below:

Pre-K: 88.4%

K-3: 84.8%

4-6: 84.9%

7-8: 91.0%

9-12: 93.5%

When asked about the impact on the quality of their students' schoolwork, all categories had greater than 82.9% (1st through 3rd) of respondents report that the four day week had a positive impact on the quality of their child's schoolwork.

Pre-K: 88.4%

K-3: 85.6%

4-6: 84.9%

7-8: 94.0%

9-12: 94.4%

When asked about child care concerns caused by having the extra weekend day, predictably, the highest groups were Pre-K, K-3, and 4-6. However, none of those categories eclipsed 16% with concerns.

Pre-K: 14.0%

K-3: 14.4%

4-6: 14.0%

7-8: 6.0%

9-12: 2.8%

We next asked about any concerns with food instability, which is an area we will be working to further address through our MACPAC program.

Pre-K: 0.0%

K-3: 4.5%

4-6: 6.5%

7-8: 4.5%

9-12: 1.9%

When asked how their students utilize their Mondays, we got a wide range of responses, but we will summarize them below:

- **Appointments (medical, dental, orthodontist, etc):** 75.8%
- **Lessons (music, dance, etc):** 43.6%
- **Schoolwork:** 41.9%
- **Work:** 17.6%
- **Daycare:** 17.2%
- **Spending time with family:** 13.7%
- **Volunteering:** 9.3%
- **All other responses received less than 2%.**

We also talked to some of our activity advisors to get a sense of how they use Mondays to help our students. Our Knowledge Bowl advisor stated that having Mondays off helps student participation because their competitions are on Saturdays, therefore they are still able to get two full days of “weekend.” Our Yearbook advisory uses Mondays as a day to set aside “a few hours to really get a good training in and practice” on their design program and later concentrate on working on their pages in a way that is harder to do before and after school. Our BPA advisor stated that they use Mondays for competition and testing around Regional time to prepare or pre-submit and practice for their events. FFA uses Mondays for meetings and occasional site tours to practice for their events in larger chunks of time than would otherwise be available without working late into the evening. Math League competes on Mondays, thus because they had Mondays off, the students were able to compete without missing valuable class and instruction time.

There were limited responses such as concern about screen time, being home alone, and sibling rivalry that we are looking at ways of addressing. We will explore the use of community education as a means by which to support families who are experiencing issues with respect to Mondays off. At MACCRAY we realize that ALL children, not just those home by themselves on Mondays, need strict guidelines on the use of technology. As such, we hired Sourcewell to create curricula for all grades k-12 AND parents through Community Education. We used an elementary technology employee to teach students k-6 and a high school technology employee to teach these safe social media courses. So, nearly 100% of our students received all or most of the curricula. It was offered to 100% of parents with almost ZERO response. Parent components were also linked to our website for a time.

6 of 277 or 2.1% of respondents indicated this to be an issue.

Other concerns expressed from the parent survey included

- The current length of our day
- Questions about the impact of the four-day week on academics
- How it is preparing them for a five-day work week as an adult
- Whether the initial reasons for making the change still applied.

STAFF SURVEY:

The **staff survey** was shared with all staff through their district email account. This survey asked how the teachers felt the four-day week benefits the academic success of our students. The most common responses are listed below:

- Being able to take care of appointments (staff and students) on Mondays to avoid missing school
- Lesson planning
- Grading
- Collaborate with colleagues
- Host Monday School for remediation and extra support
- Improved mental health of staff and students by having an extra day to explore a personal interest, prepare for the week ahead, and spend time with family
- Longer day allows for extra practice and deeper exploration within grade levels and departments
- Increased class offerings due to longer day
- Students can do more job shadows and college visits without missing school, both incredibly valuable for students exploring what they want to do after high school

ML/EL POPULATION INDIVIDUAL SURVEYS IN PERSON:

One of our ML paraprofessionals, a native Chuukese speaker, spoke to the families of our Chuuk population directly to gain insight. There were five families spoken with and all five families supported continuing with the four-day week. One family reported concerns with food insecurity but noted that our MACPAC program helped with some of those concerns.

Some advantages they noted were that the parents got to spend more time with their children and the children got more of a break. One stated that they chose MACCRAY in large part due to the four-day week. The others said that they like a five-day week, but their children like the four-day week and they think it benefits their children, so they want to keep it.

Our other surveys reached a statistically significant amount of the rest of our ML population.

- 75% of respondents supported continuing with the four-day school week.
- 83.4% of respondents reported a positive or no impact on their family life.
- 78.6% of respondents reported that the four-day school week had no negative impact on their children's schoolwork.
- 87.5% of the respondents reported no concerns about child care on Mondays.
- 87.5 % of respondents reported no concerns about food insecurity on Monday.

All benefits and concerns expressed mirrored the general population, such as concerns about the length of the day, enjoying extra family time, and appreciating the dedicated day to get appointments done.

SPECIAL EDUCATION SURVEY:

We asked parents at conference time this winter and provided links to the survey. We had no reported concerns about special education listed in survey responses and all polling type questions did not differ from the overall responses.

COMMUNITY BUSINESS RESPONSES:

We spoke to area businesses and some students who worked on Mondays to get a sense of the impact pivoting back to a five-day week would have on employers in the area.

Rural Fabrication said "We use high school kids on Mondays. They help us get caught up on Mondays. I do not know what we would do without the extra help on Mondays. One senior has learned a lot over the years and he is planning to go to Alex Tech to become a welder as a result of working with Rural Fabrication."

The Clara City Assisted Living hires a lot of young people with their CNA license to work on Mondays. It gives a break to the other employees. We will continue to need these employees and more.

A tenth grader said "I work for a farmer south of Bunde. When I started I picked up rocks on Mondays before planting. Now in a couple of weeks I will be hauling corn to the elevator for him. Being an extra driver one day a week helps me learn and gives him an extra hand. I've learned so much practical and useful training from him. More than I would have during that same time sitting in school."

A senior said "I work for Tebben Trucking west of Clara City. I work all summer and on Mondays during the school year. I'm a grinder who could go on to become a welder which is what they want me to do. I've discovered there that I do not want to do that work but do want to work in the agricultural business. What else I learned at Tebben's was how to set strategies to make a long day go faster. I made plans for efficiency which made the days go faster too."

One of our paraprofessionals said “I work 4 Days a week at school as a para. On Mondays, I can work as a CNA at Assisted Living because I am interested in that too. I go to school at Ridgewater evenings. I do homework on Saturdays and take Sundays off.”

We also spoke to the Subway in Clara City, Donner’s Crossroads, a truck stop in Clara City, and Drex Mart, a convenience store in Maynard and they all stated that they do not regularly schedule students on Mondays because it is built into their full-time staff’s schedules, but will regularly use the students as substitutes if the need arises. Drex Mart did note that the longer school day made it harder to hire students because it would end up only being a three-hour shift and the appeal was lacking for the students with other options available.

Clara City mayor, Gary Nelson stated “If we went to a five day week I would have to quit driving the bus. I do my mayoral work and preparation for city council meetings on Mondays. I DO NOT want to have to quit driving the bus. It’s a good service to the school.” This can be extended to several of the drivers employed by Palmer Bus Service, according to our bussing contractor, John DuHoux.

In total, 190 of 227 (87.5%) respondents to the parent survey said that they support MACCRAY staying with the four-day school week.

100% of the 141 students who responded to the survey reported the desire to stay with the four-day school week.

62 of the 63 staff (98.3%) who replied to the survey reported a desire to continue with a four-day school week.

Negotiations

Before implementing a flexible learning year program in any facility of the district, the school board must negotiate with the teachers, principals, assistant principals, supervisory personnel and employees to the extent required by the Public Employment Labor Relations Act ([Minn. Stat. § 124D.124](#)).

Have you completed negotiations? Please type “X” to indicate your answer.

Yes, negotiations are complete. Attach signed Memoranda of Understanding related to Flexible Learning Year (label as Attachment B).

No, the negotiations are in process. Explain:

Not applicable. Explain: **We are not implementing a program. We are continuing so we had all these contracts negotiated years ago. But yes, we do have all contracts negotiated and approved by the school board on March 14, 2022, and have been consistent over the past 14 years.**

Board Approval

Per Minnesota Statutes, section 124D.122, the board of any district or a consortium of districts, with the approval of the commissioner, may establish and operate a flexible learning year program in one or more of the day or residential facilities for children with a disability within the district. Consortiums may use a single application and evaluation process, though results, public hearings and board approvals must be obtained for each district as required under appropriate sections.

Has your school board(s) approved this flexible learning year program? Type "X" to indicate your answer.

Yes. If yes, attach school board minutes (please label as Attachment C). If a consortium, attach school board minutes from each district.

No. If no, do not submit the application until the school board(s) have approved this program.

Assurances

Type "X" for each applicable assurance.

District(s) assures that MDE will receive a final evaluation report by the August 15 following the end of the approval period. **For a three-year application, this will be August 15, 2025. This evaluation must include analysis of whether goals were met and what adjustments were made along the way to increase likelihood that they would be.**

District superintendent and school board chair assure that school calendars during the proposed school year will comply with [Minnesota Statutes, section 120A.40](#), and the number of instructional hours will comply with [Minnesota Statutes, section 120A.41](#).

If the proposed program involves alternative eligibility for special education services, the superintendent and school board chair assure that parents whose children will be involved will be fully informed at the individualized education program (IEP) meeting and shall have the opportunity to approve or disapprove of placement in the experimental program. If this does not apply, leave blank.

District superintendent and school board chair assure the proposed program complies with the Compulsory Instruction Statute ([Minn. Stat. § 120A.22](#)).

District superintendent and school board chair assure the proposed program does not request or permit exception to statutes covering employment of unlicensed teachers and aid reduction ([Minn. Stat. § 124D.127](#)).

District superintendent and school board chair assure the proposed program does not discriminate on the basis of race, color, creed, religion, marital status, status with regard to public assistance, sex or national origin when assigning pupils to attendance groups ([Minn. Stat. § 124D.123](#)).

All facilities maintained by the district are covered in the district's application, so Minnesota Statutes, section 124D.125 does not apply.

If this application covers fewer than all of the facilities maintained in the district, there are additional requirements ([Minn. Stat. § 124D.125](#)). The district superintendent and school board chair assure that:

The board of the district has made every reasonable effort to assign qualified teachers who prefer a traditional schedule to facilities of the same level retaining a traditional schedule.

A full-time teacher currently employed by a district that converts to a flexible learning year program will not, without the teacher's written consent, be required to teach under this program; (1) more or less than the number of scheduled days or their equivalent the facilities of the district were maintained during the year preceding implementation of the flexible learning year program; (2) in a period of the calendar year substantially different from the period in which the teacher taught during the year preceding implementation of the flexible learning year program.

In no event will a teacher's continuing contract rights to a position held the year preceding implementation of a flexible learning year program or teaching experience earned during a probationary period the year preceding implementation be lost or impaired upon adoption of a flexible learning year program. If the year of teaching preceding implementation was the end of a probationary period, the continuing contract right to a full year's contract which normally would be acquired for the next succeeding learning year will be acquired in the year of adoption of the flexible program.

The district has entered into one contract governing the entire learning year with each teacher employed in a flexible program. If individual teachers contract to teach less than a period of 175 days during a learning year, each 175 days of employment accrued during any five-year period after the adoption of a flexible learning year program will be deemed consecutive and constitute a full year's employment for purposes of establishing and retaining continuing contract rights to a full learning year position (Minn. Stat. § 122A.40, subd. 5 and 7; Minn. Stat § 122A.41, subd. 2 and 4). A teacher who has not been discharged or advised of a refusal to renew the teacher's contract by the applicable date, as specified in Minnesota Statutes, section 122A.40 or 122A.41, in the year in which the teacher will complete the requisite number of days for securing a continuing contract will have a continuing full learning year contract with the district.

Continuing contract rights established pursuant to this section will not be impaired or lost by the termination of a flexible learning year program.

Attachments

Attachment A: Academic Calendars for 2022-23, 2023-24 and 2024-25

Attachment B: Signed Memoranda of Understanding (if applicable).

Not applicable because we are no longer using an MOU as we have been a 4 Day Week school for 14 years and it is already written into all of our contracts including how hours and dollars translated to a 4 Day Week.

Attachment C: School Board minutes that approved this specific plan to be submitted to the Minnesota Department of Education to be considered for approval by the Commissioner of Education.

Signatures:

Superintendent Name: Sherri Broderius _____

Superintendent Signature: _____ Date: _____

Board Chair Name: _____

Board Chair Signature: _____ Date: _____

If this application is for a consortium of districts, signatures must be obtained from superintendents and board chairs of each district. Please copy and paste these lines to include the additional information.

**MACCRAY PUBLIC SCHOOLS
2022-2023**

Approved 2/14/2022

August '22						
Su	M	Tu	W	Th	F	S
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October '22						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January '23						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April '23						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May '23						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June '23						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5					

August 15
Fall extracurricular begins

August 15 -19
Teacher flexible move in day

August 17
New Teacher Meeting

August 30,31, Sept.1
Teacher Inservice

September 6
Open House - 12:00 pm -8:00 pm
(Pay fees, pictures PreK-12, meet teachers, sports passes, computers, parking passes, teachers report 11:30)

September 7
First day of School

School Events
Homecoming: Sept. 26-30
Homecoming Coronation: Sept. 26, @ 7:30 pm
Snow Week: Jan. 23-27
Snow Week Coronation: Jan.23 or 24th 7:30 pm or during school
Prom: May 12

Quarter/Semester End Dates
1st Quarter: Sept. 7-Nov. 11
2nd Quarter/1st Sem: Nov. 15-Jan. 25
3rd Quarter: Jan. 26-Mar. 31
4th Quarter/2nd Sem: April. 1-June 2

P/T Conferences
Fall Date: Oct.19 7:30am-8:00 pm **No School**
Fall Date: Oct.27 4:00 pm-8:00 pm
Spr Date: Feb.23 4:00 pm-8:00 pm **6th-12th**
Mar. 7 4:00pm-8:00 pm

School Holiday Breaks
MEA Break- Oct. 20 & 21
Thanksgiving- Nov. 23 Early Out @1:00 Nov. 24-25
Winter Break- Dec. 22- Early Out @1:00 Dec. 23-Jan. 2nd
January 25 Early Out @ 1:00
Spring Break- March 3
Easter Break- April 7

June 2
Early out @1:00 pm
Last Day of School
Commencement @ 7:00 pm
Teacher work day 1:00-4:30 pm

Faculty Workshops
Aug. 30-31, Sept 1 - Back to School Ins
September 6
October 10
November 14
January 16 - Collab. Inservice
January 25 - ½ Work Day, Sem. grades

Snow Days
The first five (5) snow days will be eLearning Days.

2022-2023 Qtr. Days - Student/Teacher
1st Quarter: 38/44.5
2nd Quarter: 37/39.5
3rd Quarter: 38/39
4th Quarter: 36/36.4
Total: Student Days: 149
Staff Days: 159.4

■ No School
 ■ Faculty Workshop
 ■ End of Quarter
 ■ Holiday No School days Workshop
■ P/T Conferences
 ■ First/Last day of School
 ■ Early Out
 ■ End of Quarter/Early Out/Faculty Work Day

**MACCRAY PUBLIC SCHOOLS
2023-2024**

Working Copy - 02/25/2022

August 14

Extracurricular begins

August 16

New Teacher Meeting

August 29 & 30

Teacher Inservice

August 31

Open House - 12:00 pm -8:00 pm
(Pay fees, pictures PreK-12, meet teachers, sports passes, computers, parking passes)

September 5

First day of School

School Events

Homecoming:

Homecoming Coronation:

Snow Week:

Snow Week Coronation:

Prom: May 10

Quarter/Semester End Dates

1st Quarter: Sept. 5 - Nov. 10

2nd Quarter/1st Sem: Nov. 14 - Jan. 26

3rd Quarter: Jan. 30 - Mar. 28

4th Quarter/2nd Sem: April. 2 - May 31

P/T Conferences

Fall Date: 7:30am-8:00 pm **No School**

Fall Date: 4:00 pm-8:00 pm

Spr Date: 4:00 pm-8:00 pm **4th-12th**
12:00 pm-4:00 pm

School Holiday Breaks

MEA Break- Oct. 19 & 20

Thanksgiving- Nov. 22 Early Out @1:00
Nov. 23-24

Winter Break- Dec. 22- Early Out @1:00
Dec. 25-Jan. 1st

January 25-Early out @1:00/Faculty
work day

Spring Break- March 1

Easter Break- March 29

May 31

Last Day of School

Commencement @ 7:00 pm

Faculty Workshops

Aug. 29-30 - Back to School Inservice

September

October 9

November 13

January 15- Collaborative Inservice

Snow Days

The first five (5) snow days will be
eLearning Days.

August '23						
Su	M	Tu	W	Th	F	S
14	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September '23						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October '23						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December '23						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January '24						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February '24						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March '24						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April '24						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May '24						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June '24						
Su	M	Tu	W	Th	F	S
						1
2	3					

2023-2024 Qtr. Days - Student/Teacher

1st Quarter: 38/

2nd Quarter: 37/

3rd Quarter: 38/

4th Quarter: 36/

Total: Student Days: 149

Staff Days: 159.4

■ No School
 ■ Faculty Workshop
 ■ End of Quarter
 ■ Holiday No School days Workshop
■ P/T Conferences
 ■ First/Last day of School
 ■ Early Out
 ■ End of Quarter/Early Out/Faculty Work Day

**MACCRAY PUBLIC SCHOOLS
2024-2025**

Working Copy - 02/25/2022

August 12
Fall extracurricular begins

August 14
New Teacher Meeting

August 27 & 28
Teacher Inservice

August 29
Open House - 12:00 pm -8:00 pm
(Pay fees, pictures PreK-12, meet teachers, sports passes, computers, parking passes)

September 3
First day of School

School Events
Homecoming:
Homecoming Coronation:
Snow Week:
Snow Week Coronation:
Prom: May 9

Quarter/Semester End Dates
1st Quarter: Sept. 3 - Nov. 8
2nd Quarter/1st Sem: Nov. 12 - Jan. 24
3rd Quarter: Jan. 28 - Mar. 28
4th Quarter/2nd Sem: April. 1 - May 30

P/T Conferences
Fall Date: 7:30am-8:00 pm **No School**
Fall Date: 4:00 pm-8:00 pm
Spr Date: 4:00 pm-8:00 pm **4th-12th**
12:00 pm-4:00 pm

School Holiday Breaks
MEA Break- Oct. 17 & 18
Thanksgiving- Nov. 20 Early Out @1:00
Nov. 21-22
Winter Break-Dec. 24-Jan. 1st
January 24-Early out @1:00/Faculty
work day
Spring Break- March 7
Easter Break- April 18

May 30
Last Day of School
Commencement @ 7:00 pm

Faculty Workshops
Aug. 27-28 - Back to School Inservice
October 7
November 11
December 16
January 13- Collaborative Inservice

Snow Days
The first five (5) snow days will be
eLearning Days.

August '24						
Su	M	Tu	W	Th	F	S
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September '24						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October '24						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November '24						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December '24						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January '25						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February '25						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March '25						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April '25						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May '25						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June '25						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	

2024-2025 Qtr. Days - Student/Teacher

1st Quarter: 39/
2nd Quarter: 37/
3rd Quarter: 36/
4th Quarter: 37/
Total: Student Days: 149
Staff Days: 159.4

■ No School
 ■ Faculty Workshop
 ■ End of Quarter
 ■ Holiday No School days Workshop
■ P/T Conferences
 ■ First/Last day of School
 ■ Early Out
 ■ End of Quarter/Early Out/Faculty Work Day