

**MACCRAY ISD 2180**  
**Clara City, MN 56222**  
**MACCRAY Board Room**  
**Monday, November 14, 2022**  
**6:00 pm**  
TENTATIVE AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Approval of the Agenda/Additions/Deletions
4. Public Comment - None - Public Comment is 3 minutes and the Board will not respond per MSBA guidelines.
5. Consent Agenda – Action Required
  - 5.1. Adoption of Minutes
  - 5.2. Approve payment of bills and financial reports.
  - 5.3. Approve resignation of custodian: T. Hansen
  - 5.4. Approve Retirement of Superintendent - S. Broderius
  - 5.5. Approve Employment Agreement for Paraprofessional - J. Wandersee
  - 5.6. Approve Employment Agreement for Paraprofessional - J. Jensen
  - 5.7. Approve Winter Coaches/Advisors

Boys Basketball

Lucas Post	Head Varsity
Riley Aeikens	JV
Trent Carlson	C
Jesse Westbrook	7 & 8 combined

Girls Basketball

Shaun Condon	Head Varsity
Bryce Olson	JV
Dana Johnson	C if needed or as a Volunteer
Matt Anderson	JH
Unknown	JH (if needed)

Dance

Janie Albertson	Head Varsity
Haley Rhode	Volunteer

Wrestling      Christian Thoen      Assistant

Prom      Brittany Cook

Knowledge Bowl      Presently Interviewing

Math League      Bryce Olson

BPA      Rhonda Pieper

Winter Weight Room      Cole Christopher

One Act Play      Nikki Erickson

Spelling Bee      Meghan Sunderland

Student Council      Jasmine Goblisch & Sonja Stark (shared)

6. Communication Reports
  - 6.1. Administrative Reports
    - 6.1.1. Dan Hiemenz - ICS
    - 6.1.2. Jesse Westbrook - Tech Director
    - 6.1.3. Jim Trulock - Activities Director
    - 6.1.4. Denise Smith - CER Director - written - Nancy Harms Flyer

6.1.5. Mitchell Kent - Elem. Principal

6.1.6. Judd Wheatley - HS Principal

6.1.7. Sherri Broderius - Supt.

6.2 Committee Reports

6.3 Board Open Discussion -

7. Business Items - Action needed

7.1. Approval of Resolution and Addendum to MACCRAY #2180 Section 125 Cafeteria Plan (403B).

7.2. Canvas Election Results for School Board Members or set a special meeting for canvassing.

7.3. Approve the MACCRAY CISP Plan.

7.4. Approve Purchase Agreement for Property in Maynard.

8. Upcoming Meetings

8.1. Truth in Taxation Presentation, Monday, December 12, 6pm, MACCRAY Board Room

8.2. Regular Board Meeting, Monday, December 12, following TNT, MACCRAY Board Room

8.3. Regular Board Meeting, Monday, January 9, 6pm, MACCRAY Board Room

9. Adjournment

**Minutes of the Board of Education  
Independent School District #2180  
Regular Meeting #4  
Monday, October 3, 2022 6:00 PM  
MACCRAY Board Room**

Members Present: Tate Mueller, Julie Alsum, Scott Ruiter, Debi Brandt, Lane Schwitters, Carmel Thein.  
Others Present: Sherri Broderius, Superintendent; Mitchell Kent, Elem. Principal, Kim Sandry, Business Manager; Jim Trulock, AD; Denise Smith, CER Director; Chris Ziemer, ICS; Leanne Carmany, MEDMN; Billie Jo Rassat, Clara Ctiy .

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

Pledge of Allegiance

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

Motion carried by unanimous vote.

Approval of Consent Agenda:

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

Motion carried by unanimous vote.

Adoption of Minutes

Approve payment of bills and financial reports.

Approval of Teacher Medical Leave.

Approve employment agreement with Paraprofessional - B. Bratsch

Approve employment agreement with Paraprofessional - S. Mithun

Communications Reports:

Denise Smith: CER update

Jim Trulock: Activities update

Mitchell Kent: Elem. update

Judd Wheatley: HS/MS written report.

Sherri Broderius: District update.

Committee Report: none

Board Open Discussion: Discussed having open discussions.

MACCRAY West Building Info – Julie Alsum, Sherri and Chris Ziemer.

Business Items:

Motion by Ruiter, second by Thein, to approve the first and final reading of Policy 722- Public Data and Data Subject Request and Form 722.

Motion carried by unanimous vote.

Motion by Brant, second by Ruiter, to approve the first and final reading of Policy 522 – Title IX.

Motion carried by unanimous vote.

Motion by Schwitters, second by Mueller, to approve the first and final reading of the Facility Use Policy.

Motion carried by unanimous vote.

Motion by Mueller, second by Brandt, to approve the cooperative pairing agreement with Benson/KMS for Girls Gymnastics. Motion carried by unanimous vote.

Motion by Schwitters, second by Ruiter, to rescind the Resolution stating the intention of the School District to sell all property in Maynard to the Greater Maynard Community Fund. Motion carried by unanimous vote.

Motion by Brandt, second by Mueller to rescind the motion to approve the agenda and to amend the agenda to include the addition of 7.7 - a motion to approve the demolition bids for MACCRAY East. Motion carried by unanimous vote.

Motion by Ruitter, second by Thein, to approve the bid from Sept. 8, 2022 from Landwehr of St. Cloud with a base bid of \$387,473 for demolition and Alternate #1 of \$172,000 bid for steel reinforcement for a total of \$559,473. Motion carried by unanimous vote.

Meetings and Workshops:

Regular Board Meeting, Monday, November, 14, 6pm, MACCRAY Board Room

Truth in Taxation Presentation, Monday, December 12, 6pm, MACCRAY Board Room

Regular Board Meeting, Monday, December 12, following TNT, MACCRAY Board Room

Regular Board Meeting, Monday, January 9, 6pm, MACCRAY Board Room.

Adjournment of Meeting

Motion by Thein, second by Schwitters, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 7:01pm.

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

**Minutes of the Board of Education  
Independent School District #2180  
Special Board Meeting  
Monday, October 31, 2022 7:00 AM  
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; Jesse Westbrook, Tech.

Chair Julie Alsum called the meeting to order at 7:00 am.

Pledge of Allegiance

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

Motion carried by unanimous vote.

Business Items:

Motion by Schwitters, second by Ruitter, to approve the Resolution for Sale of Maynard Property as attached.

Roll Call Vote For: Alsum, Thein, Ruitter, Schwitters, Brandt, Mueller

Against: none

Resolution is duly passed and adopted.

Meetings and Workshops:

Regular Board Meeting, Monday, November 14, 6pm, MACCRAY Board Room

Truth in Taxation Presentation, Monday, December 12, 6pm, MACCRAY Board Room

Regular Board Meeting, Monday, December 12, following TNT, MACCRAY Board Room

Regular Board Meeting, Monday, January 9, 6pm, MACCRAY Board Room.

Adjournment of Meeting

Motion by Ruitter, second by Thein, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 7:11 am.

Respectfully submitted,

Carmel Thein, Clerk

Kim Sandry, Business Manager

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

Pursuant to due call and notice thereof, a special meeting of the School Board of Independent School District No. 2180 (MACCRAY Public Schools) was held in the School District on October 31, 2022, commencing at 7:00 o'clock a.m.

The following Board members were present: *Alsum, Thein, Ruitter, Schwitters, Brandt, Mueller* and the following were absent: *none*

Member Schwitters introduced the following resolution and moved its adoption:

**RESOLUTION RESCINDING PRIOR RESOLUTION, AND RESOLUTION STATING THE INTENTION OF THE SCHOOL DISTRICT TO SELL CERTAIN PROPERTY IN THE CITY OF MAYNARD, MINNESOTA, AND TAKING OTHER ACTIONS WITH RESPECT THERETO**

**WHEREAS**, Independent School District No. 2180 (MACCRAY Public Schools) (the "School District") is a public school corporation duly formed and organized pursuant to Minnesota law; and

**WHEREAS**, the School District owns various parcels of land and buildings in the City of Maynard, Minnesota (the "City"), including the Maynard MACCRAY West Elementary School (the "Building"); and

**WHEREAS**, on September 12, 2022, the School Board adopted a resolution (the "Resolution") stating the intention of the School District to sell the Building and the land upon which it is situated to the Greater Maynard Community Fund, a Minnesota non-profit corporation (the "Purchaser") for \$1.00 and other good and valuable consideration; and

**WHEREAS**, since the adoption of the Resolution, the School District administration and the Purchaser have had further discussions regarding the potential sale of certain other property owned by the School District that is also located in the City; and

**WHEREAS**, specifically, the Purchaser has expressed interest in purchasing certain parcels, identified as "Parcel #1" (the property upon which the Building is located), "Parcel #3," "Parcel #4," and "Parcel #5," all of which are depicted and legally described in the attached **Exhibit A** (the "Property"); and

**WHEREAS**, the School Board finds and determines that the Building is closed and no longer used as a school, and the Property (including the Building) no longer serves an educational purpose to the School District; therefore, the Property is deemed to be surplus property; and

**WHEREAS**, selling the Property will result in a savings to the School District in the form of avoidance of expense for the decommissioning and demolition of the Building as well as the costs of upkeep and maintenance of the Property; and

**WHEREAS**, the School District recently received an offer to purchase the Property from the Purchaser for \$1.00 and other good and valuable consideration.

**NOW, THEREFORE, BE IT RESOLVED** by the School Board of Independent School District No. 2180 as follows:

1. The Resolution is hereby rescinded, and the following resolution is adopted.
2. The administration of the School District is hereby directed, with the advice and assistance of the School District's legal counsel, to prepare a purchase agreement (the "Purchase Agreement") and such other documents and instruments to facilitate the sale of the Property (specifically Parcel #1 (including the Building), Parcel #3, Parcel #4 and Parcel # 5) to the Purchaser.
3. The Purchase Agreement shall contain such terms and conditions as are deemed reasonable and appropriate by the administration.
4. Subject to review and approval of the Purchase Agreement by the Superintendent and the School District's legal counsel, the Board Chair and Clerk are hereby authorized to execute and deliver the Purchase Agreement, as well as the deed and all other instruments and agreements necessary to complete the conveyance of the Property to the Purchaser.

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

*Mueller, Brandt, Schwitters, Ruiter, Thein, Alsum*

and the following voted against: *none*

whereupon said resolution was declared duly *\_passed\_* and *\_adopted\_*



# 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
BND2		56992	5393		Check	1	4798	Braun Intertec Corporation	S Corporation	Yes	Yes	No	10/18/2022	471.00
BND2		56987	5394		Check	1	2450	Brothers Fire & Security	C Corporation	Yes	Yes	No	10/18/2022	428.56
BND2		56991	5395		Check	1	4559	ICS Consulting, LLC	S Corporation	Yes	Yes	No	10/18/2022	112,271.84
BND2		56990	5396		Check	1	3704	IEA, Inc	S Corporation	Yes	Yes	No	10/18/2022	30,925.10
BND2		56986	5397		Check	1	2164	Innovative Office Solutions		Yes	Yes	No	10/18/2022	17,008.03
BND2		56989	5398		Check	1	3044	MACCRAY General Fund		Yes	Yes	No	10/18/2022	774.25
BND2		56993	5399		Check	1	5047	Push Pedal Pull, Inc.		Yes	Yes	No	10/18/2022	1,963.37
BND2		56988	5400		Check	1	2741	Quick Signs of Willmar		Yes	Yes	No	10/18/2022	1,019.00
BND2		56984	5401		Check	1	00457	Torkelson's Lock Service	LLC - Partnership	Yes	Yes	No	10/18/2022	10,488.50
BND2		56994	5402		Check	1	5176	Town & Country Fence		Yes	Yes	No	10/18/2022	42,622.00
BND2		56985	5403		Check	1	1469	Xcel Energy	C Corporation	Yes	Yes	No	10/18/2022	194.53
BND2		56999	5404		Check	1	4897	BCI Construction Inc.		Yes	Yes	No	10/19/2022	130,576.00
BND2		56995	5405		Check	1	01346	Duininck Incorporated		Yes	Yes	No	10/19/2022	225,072.11
BND2		56997	5406		Check	1	3785	Floor to Ceiling Store		Yes	Yes	No	10/19/2022	104,452.37
BND2		57003	5407		Check	1	4902	Gunion Painting LLC		Yes	Yes	No	10/19/2022	5,716.78
BND2		57005	5408		Check	1	4969	H21 Group		Yes	Yes	No	10/19/2022	41,261.35
BND2		56998	5409		Check	1	4859	John Foley Masonry, Inc.	S Corporation	Yes	Yes	No	10/19/2022	3,160.28
BND2		57001	5410		Check	1	4899	Marshall Machine Shop, Inc		Yes	Yes	No	10/19/2022	14,786.22
BND2		57002	5411		Check	1	4901	Masters Plumbing Heating & Cooling LLC		Yes	Yes	No	10/19/2022	152,097.04
BND2		57006	5412		Check	1	4985	Minnkota Architectural Products Co.		Yes	Yes	No	10/19/2022	1,404.90
BND2		57000	5413		Check	1	4898	Southern Minnesota Woodcraft, Inc.		Yes	Yes	No	10/19/2022	44,607.84
BND2		57004	5414		Check	1	4935	St. Cloud Acoustics		Yes	Yes	No	10/19/2022	26,600.00
BND2		57007	5415		Check	1	5105	Video Services, Inc		Yes	Yes	No	10/19/2022	32,046.62
BND2		56996	5416		Check	1	2751	Willmar Electric Service	C Corporation	Yes	Yes	No	10/19/2022	56,482.63
Pay		57008			Wire	1	00867	PERA		No	No	No	10/19/2022	20.20
Pay		57009			Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	10/19/2022	624.95
Pay		57010			Wire	1	2385	MN Department of Revenue		No	No	No	10/19/2022	93.00
Pay		57011			Wire	1	2875	Internal Revenue Service		No	No	No	10/19/2022	773.86
Pay		56870	56870		Check	1	4802	Colonial Life		Yes	No	Yes	10/07/2022	(1,123.33)
Pay		56878	56877		Check	1	4476	Loe, Daniel		Yes	No	No	10/04/2022	120.00
Pay		56877	56878		Check	1	3425	Wesely, Robert		Yes	No	No	10/04/2022	120.00
Pay		56879	56879		Check	1	2923	VISA - CABank		Yes	No	No	10/05/2022	8,451.51
Pay		56886	56880		Check	1	4473	Asche, Mary		Yes	No	No	10/06/2022	120.00
Pay		56883	56881		Check	1	2195	Central MN Christian School		Yes	No	No	10/06/2022	75.00
Pay		56880	56882		Check	1	00048	Clara City Telephone Company	C Corporation	Yes	No	No	10/06/2022	2.73
Pay		56885	56883		Check	1	4234	Clean Site LLC		Yes	No	No	10/06/2022	750.00
Pay		56889	56884		Check	1	5166	GreatAmerica Financial Svcs.		Yes	No	No	10/06/2022	502.18
Bank Total:														\$1,056,430.32

# 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		56882	56885	Check	1	1585	NCS Pearson, Inc.		Yes	No	No	10/06/2022	1,350.00
Pay		56887	56886	Check	1	4813	Pennie-Roy, Heather		Yes	No	No	10/06/2022	120.00
Pay		56888	56887	Check	1	4930	Power Spelling, Inc		Yes	No	No	10/06/2022	430.00
Pay		56884	56888	Check	1	2677	Regents of the Univ of MN		Yes	No	No	10/06/2022	2,500.00
Pay		56881	56889	Check	1	01768	Yellow Medicine East Schools		Yes	No	No	10/06/2022	75.00
Pay		56891	56890	Check	1	3684	Amaze'n Farmyard		Yes	No	No	10/06/2022	472.00
Pay		56893	56892	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	10/11/2022	240.00
Pay		56894	56893	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	10/11/2022	180.00
Pay		56899	56894	Check	1	5169	Degerstrom, Sean	Ind/Sole Proprietor	Yes	No	No	10/12/2022	120.00
Pay		56898	56895	Check	1	4974	Keller, Thomas	Ind/Sole Proprietor	Yes	No	No	10/12/2022	120.00
Pay		56900	56896	Check	1	5170	Loe, Isaac	Ind/Sole Proprietor	Yes	No	No	10/12/2022	120.00
Pay		56896	56897	Check	1	3475	Overcash, Dustin	Ind/Sole Proprietor	Yes	No	No	10/12/2022	120.00
Pay		56897	56898	Check	1	4972	Westby, Adam	Ind/Sole Proprietor	Yes	No	No	10/12/2022	120.00
Pay		56948	56899	Check	1	4652	3P Learning Inc.	C Corporation	Yes	No	No	10/13/2022	2,835.00
Pay		56953	56900	Check	1	5154	AED Superstore		Yes	No	No	10/13/2022	476.90
Pay		56943	56901	Check	1	4016	Almich's Market	S Corporation	Yes	No	No	10/13/2022	158.58
Pay		56925	56902	Check	1	2181	Aviben	C Corporation	Yes	No	No	10/13/2022	118.62
Pay		56916	56903	Check	1	1035	Beseman, Kathi		Yes	No	No	10/13/2022	19.45
Pay		56938	56904	Check	1	3702	Bethany Reformed Church		Yes	No	No	10/13/2022	1,700.00
Pay		56944	56905	Check	1	4187	Beyerl, Jan	Ind/Sole Proprietor	Yes	No	No	10/13/2022	20.00
Pay		56931	56906	Check	1	2928	Borch's Sporting Goods, Inc		Yes	No	No	10/13/2022	249.00
Pay		56920	56907	Check	1	1680	BSN Sports, LLC	C Corporation	Yes	No	No	10/13/2022	645.60
Pay		56904	56908	Check	1	00044	City of Clara City		Yes	No	No	10/13/2022	4,635.83
Pay		56905	56909	Check	1	00046	Clara City Herald	S Corporation	Yes	No	No	10/13/2022	394.75
Pay		56906	56910	Check	1	00048	Clara City Telephone Company	C Corporation	Yes	No	No	10/13/2022	480.61
Pay		56949	56911	Check	1	4979	Coordinated Business Systems	S Corporation	Yes	No	No	10/13/2022	3,102.74
Pay		56950	56912	Check	1	5039	Donner's Garage Inc	S Corporation	Yes	No	No	10/13/2022	581.69
Pay		56907	56913	Check	1	00077	Farmers Coop Oil Co.	C Corporation	Yes	No	No	10/13/2022	58.79
Pay		56937	56914	Check	1	3610	Felt, Michael	Ind/Sole Proprietor	Yes	No	No	10/13/2022	200.00
Pay		56954	56915	Check	1	5171	Follett School Solutions, LLC		Yes	No	No	10/13/2022	6,455.90
Pay		56942	56916	Check	1	3988	Forum Communications Company	C Corporation	Yes	No	No	10/13/2022	818.00
Pay		56930	56917	Check	1	2881	Frikke, Allison		Yes	No	No	10/13/2022	27.50
Pay		56940	56918	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	10/13/2022	8,759.94
Pay		56918	56919	Check	1	1268	Jim's Clothing & Sporting Good	Ind/Sole Proprietor	Yes	No	No	10/13/2022	396.00
Pay		56955	56920	Check	1	5172	Keith Johnson Remodeling & Const		Yes	No	No	10/13/2022	1,610.90
Pay		56917	56921	Check	1	1121	KMS ISD #775		Yes	No	No	10/13/2022	75.00
Pay		56947	56922	Check	1	4626	Kubota Leasing		Yes	No	No	10/13/2022	583.78
Pay		56939	56923	Check	1	3929	MACCRAY Dance Line		Yes	No	No	10/13/2022	379.00
Pay		56929	56924	Check	1	2767	Marcus, Mary		Yes	No	No	10/13/2022	65.22

# 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		56924	56925	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	10/13/2022	387.67
Pay		56913	56926	Check	1	00761	Merle's Repair	Ind/Sole Proprietor	Yes	No	No	10/13/2022	193.35
Pay		56946	56927	Check	1	4540	Meyer, Melissa		Yes	No	No	10/13/2022	123.75
Pay		56923	56928	Check	1	2103	MidAmerica Books	C Corporation	Yes	No	No	10/13/2022	131.72
Pay		56921	56929	Check	1	1908	MN Dept of Labor and Industry		Yes	No	No	10/13/2022	60.00
Pay		56945	56930	Check	1	4410	MN PEIP		Yes	No	No	10/13/2022	80,084.42
Pay		56928	56931	Check	1	2407	MRVED		Yes	No	No	10/13/2022	10,840.04
Pay		56922	56932	Check	1	1936	Palmer Bus Service, Inc		Yes	No	No	10/13/2022	103,976.76
Pay		56914	56933	Check	1	00763	Pan-O-Gold Baking Company	C Corporation	Yes	No	No	10/13/2022	61.98
Pay		56934	56934	Check	1	3320	Prairie Woods Environmental Learning Cen	C Corporation	Yes	No	No	10/13/2022	600.00
Pay		56951	56935	Check	1	5118	Quadient Finance USA, Inc.		Yes	No	No	10/13/2022	539.00
Pay		56926	56936	Check	1	2347	Rochester Telecom Systems	S Corporation	Yes	No	No	10/13/2022	75.18
Pay		56941	56937	Check	1	3987	Sarlettes Music	Ind/Sole Proprietor	Yes	No	No	10/13/2022	11,247.50
Pay		56927	56938	Check	1	2401	SCHOLASTIC INC	C Corporation	Yes	No	No	10/13/2022	22.43
Pay		56911	56939	Check	1	00701	Southside Lumber	C Corporation	Yes	No	No	10/13/2022	13.96
Pay		56935	56940	Check	1	3343	Steve Weiss Music	S Corporation	Yes	No	No	10/13/2022	71.95
Pay		56952	56941	Check	1	5153	Stony Creek Dairy		Yes	No	No	10/13/2022	4,473.00
Pay		56908	56942	Check	1	00231	Supreme School Supply		Yes	No	No	10/13/2022	58.20
Pay		56910	56943	Check	1	00308	SW & WC Service Cooperative		Yes	No	No	10/13/2022	11,306.33
Pay		56932	56944	Check	1	2943	Sweep Hardware	Ind/Sole Proprietor	Yes	No	No	10/13/2022	301.69
Pay		56919	56945	Check	1	1673	TA Lauritsen Septic and Drain	C Corporation	Yes	No	No	10/13/2022	225.00
Pay		56912	56946	Check	1	00734	Tostenson, Inc.	C Corporation	Yes	No	No	10/13/2022	456.57
Pay		56936	56947	Check	1	3554	TRIO Supply Co	S Corporation	Yes	No	No	10/13/2022	462.22
Pay		56915	56948	Check	1	00844	West Central Sanitation, Inc.	C Corporation	Yes	No	No	10/13/2022	2,405.25
Pay		56909	56949	Check	1	00277	Whitney Music	Ind/Sole Proprietor	Yes	No	No	10/13/2022	206.14
Pay		56933	56950	Check	1	3272	Winsor Learning Inc.		Yes	No	No	10/13/2022	1,424.50
Pay		56968	56951	Check	1	1960	Chippewa County Auditor/Treasurer		Yes	No	No	10/13/2022	15.00
Pay		56967	56952	Check	1	1658	Kandiyohi County Recorder		Yes	No	No	10/13/2022	15.00
Pay		56970	56953	Check	1	00878	American Family -AFLAC		Yes	No	No	10/14/2022	271.44
Pay		56973	56954	Check	1	1039	Citizens Alliance Bank		Yes	No	No	10/14/2022	535.00
Pay		56978	56955	Check	1	4802	Colonial Life		Yes	No	No	10/14/2022	1,434.13
Pay		56977	56956	Check	1	4594	Kensington Bank		Yes	No	No	10/14/2022	247.00
Pay		56974	56957	Check	1	3014	LegalShield		Yes	No	No	10/14/2022	12.95
Pay		56971	56958	Check	1	00880	MACCRAY Education Association		Yes	No	No	10/14/2022	3,286.96
Pay		56975	56959	Check	1	4043	MIN Child Support Center		Yes	No	No	10/14/2022	51.00
Pay		56972	56960	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	10/14/2022	36.00
Pay		56976	56961	Check	1	4575	Old National Bank		Yes	No	No	10/14/2022	100.00
Pay		56969	56962	Check	1	00023	UNUM Life Insurance Company		Yes	No	No	10/14/2022	214.20
Pay		56979	56963	Check	1	3130	BCA		Yes	No	No	10/17/2022	15.00

## 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		56981	56984	Check	1	5173	Agre, Steve	Ind/Sole Proprietor	Yes	No	No	10/17/2022	120.00
Pay		56980	56985	Check	1	4032	Wood, Mike		Yes	No	No	10/17/2022	120.00
Pay		56982	56986	Check	1	5174	Clary Business Machines		Yes	No	No	10/17/2022	2,249.00
Pay		56983	56987	Check	1	5175	Starbuck Depot Museum		Yes	No	No	10/18/2022	50.00
Pay		57035	56988	Check	1	5154	AED Superstore		Yes	No	No	10/25/2022	118.00
Pay		57021	56989	Check	1	2359	Amazon.com		Yes	No	No	10/25/2022	11,839.45
Pay		57028	56970	Check	1	4187	Beyerl, Jan	Ind/Sole Proprietor	Yes	No	No	10/25/2022	20.00
Pay		57017	56971	Check	1	1680	BSN Sports, LLC	C Corporation	Yes	No	No	10/25/2022	1,829.94
Pay		57034	56972	Check	1	5135	CherryRoad Media		Yes	No	No	10/25/2022	312.50
Pay		57012	56973	Check	1	00138	City of Maynard		Yes	No	No	10/25/2022	51.84
Pay		57023	56974	Check	1	2854	CORY'S HOMETOWN ELECTRIC	Ind/Sole Proprietor	Yes	No	No	10/25/2022	1,664.96
Pay		57026	56975	Check	1	3592	Dooley's Natural Gas	C Corporation	Yes	No	No	10/25/2022	161.65
Pay		57013	56976	Check	1	00179	Ecolab Pest Elimination Division	C Corporation	Yes	No	No	10/25/2022	161.63
Pay		57029	56977	Check	1	4295	Gruchow, Brandon		Yes	No	No	10/25/2022	75.00
Pay		57027	56978	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	Yes	10/25/2022	0.00
Pay		57020	56979	Check	1	2164	Innovative Office Solutions		Yes	No	No	10/25/2022	279.00
Pay		57015	56980	Check	1	01216	Lakeshore Learning Materials	S Corporation	Yes	No	No	10/25/2022	1,800.25
Pay		57024	56981	Check	1	2877	Matheson Tri Gas		Yes	No	No	10/25/2022	11,861.73
Pay		57018	56982	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	10/25/2022	131.02
Pay		57036	56983	Check	1	5168	Noodle Soup		Yes	No	No	10/25/2022	20.00
Pay		57030	56984	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC	LLC - Partnership	Yes	No	No	10/25/2022	11,214.63
Pay		57014	56985	Check	1	00763	Pan-O-Gold Baking Company	C Corporation	Yes	No	No	10/25/2022	24.96
Pay		57037	56986	Check	1	5177	Peterson AV Consulting, Inc		Yes	No	No	10/25/2022	1,720.00
Pay		57038	56987	Check	1	5178	R. M. Cotton Company		Yes	No	No	10/25/2022	3,577.50
Pay		57025	56988	Check	1	3139	Rambow, Inc.		Yes	No	No	10/25/2022	302.00
Pay		57039	56989	Check	1	5179	SAAFE, LLC		Yes	No	No	10/25/2022	10,988.00
Pay		57022	56990	Check	1	2401	SCHOLASTIC INC	C Corporation	Yes	No	No	10/25/2022	1,378.52
Pay		57019	56991	Check	1	2144	Smith, Denise		Yes	No	No	10/25/2022	178.58
Pay		57032	56992	Check	1	4740	Speiser, Kathleen		Yes	No	No	10/25/2022	20.00
Pay		57033	56993	Check	1	4830	Trafera Holdings, LLC	Partnership	Yes	No	No	10/25/2022	77.99
Pay		57016	56994	Check	1	1652	Two-Way Communications, Inc.		Yes	No	No	10/25/2022	4,445.00
Pay		57031	56995	Check	1	4649	Westbrock, Renae		Yes	No	No	10/25/2022	69.31
Pay		57042	56996	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	10/25/2022	67.08
Pay		57043	56997	Check	1	4066	University of Oregon		Yes	No	No	10/25/2022	670.83
Pay		57047	56998	Check	1	2923	VISA - CABank		Yes	No	No	10/28/2022	8,864.95
Bank Total:													\$363,793.51
SA		56890	22187	Check	1	5167	Hinrichs, Reid		Yes	No	No	10/06/2022	30.00
SA		56895	22188	Check	1	3780	Cash		Yes	No	No	10/12/2022	300.00

## 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	56960	22189	4016	Check	1		Almich's Market	S Corporation	Yes	No	No	10/13/2022	705.53
SA	56963	22190	4282	Check	1		First Choice Food & Beverage		Yes	No	No	10/13/2022	128.34
SA	56964	22191	4343	Check	1		Flowers from the Heart	Ind/Sole Proprietor	Yes	No	No	10/13/2022	236.00
SA	56966	22192	5069	Check	1		Jimmys Pizza Granite Falls		Yes	No	No	10/13/2022	1,240.86
SA	56959	22193	3621	Check	1		Minnesota FFA Association		Yes	No	No	10/13/2022	235.00
SA	56961	22194	4269	Check	1		Quality Appliance		Yes	No	No	10/13/2022	499.00
SA	56957	22195	00998	Check	1		R & R Bakery	Partnership	Yes	No	No	10/13/2022	30.32
SA	56965	22196	4929	Check	1		Stoneham Farms	C Corporation	Yes	No	No	10/13/2022	200.00
SA	56958	22197	3554	Check	1		TRIO Supply Co	S Corporation	Yes	No	No	10/13/2022	41.14
SA	56956	22198	00905	Check	1		Trulock, James		Yes	No	No	10/13/2022	64.02
SA	56962	22199	4280	Check	1		Viking Coca-Cola	S Corporation	Yes	No	No	10/13/2022	1,027.50
SA	57040	22200	4259	Check	1		Bosch, Lindsey		Yes	No	No	10/25/2022	356.11
SA	57041	22201	4280	Check	1		Viking Coca-Cola	S Corporation	Yes	No	No	10/25/2022	143.75
SA	57044	22202	3962	Check	1		Indianhead Foodservice Distributor	S Corporation	Yes	No	No	10/25/2022	252.53
SA	57045	22203	4811	Check	1		Heggies Pizza		Yes	No	Yes	10/25/2022	0.00
SA	57046	22204	4811	Check	1		Heggies Pizza		Yes	No	No	10/25/2022	7,077.80
SA	57048	22205	2923	Check	1		VISA - CABank		Yes	No	No	10/28/2022	2,450.10
SA	57049	22206	4376	Check	1		Christopher, Cole		Yes	No	No	10/28/2022	309.73

Bank Total: \$15,327.73

Report Total: \$1,435,551.56

**Ind. School District #2180**  
**Exp Summary - Fd, Pro Series**  
**Period Ending October 31, 2022**

Sequence: Fd, Pro

		<b>23ORIG</b>											
		<b>Annual Budget</b>	<b>Period 202304</b>	<b>Year To Date</b>	<b>% YTD</b>	<b>Encumbrances</b>	<b>+ Enc</b>	<b>% YTD</b>	<b>Remaining</b>				
									<b>Balance</b>				
<b>Description</b>	<b>01 General</b>												
000 Administration		661,619.00	56,676.95	205,914.47	31%	989.14		31%	454,715.39				
100 District Support Services		324,221.00	25,292.13	107,010.66	33%	0.00		33%	217,210.34				
200 Elem & Secondary Regular Instr		4,385,275.00	383,666.21	876,115.87	20%	20,565.68		20%	3,488,593.45				
300 Vocational Education Instr		252,783.00	30,235.09	51,622.34	20%	184.26		20%	200,976.40				
400 Special Education Instr		1,818,456.00	157,893.30	309,448.28	17%	1,813.61		17%	1,507,194.11				
600 Instructional Support Services		566,698.00	45,227.04	212,309.99	37%	949.90		38%	353,438.11				
700 Pupil Support Services		1,199,574.00	141,105.73	216,592.21	18%	0.00		18%	982,981.79				
800 Sites & Buildings		849,825.00	59,877.74	253,025.79	30%	254.32		30%	596,544.89				
900 Fiscal & Other Fixed Costs		100,000.00	0.00	63,473.63	63%	0.00		63%	36,526.37				
01 General		10,158,451.00	899,974.19	2,295,513.24	23%	24,756.91		23%	7,838,180.85				
02 Food Service													
700 Pupil Support Services		466,700.00	44,604.96	138,237.70	30%	66.22		30%	328,396.08				
02 Food Service		466,700.00	44,604.96	138,237.70	30%	66.22		30%	328,396.08				
04 Community Service													
500 Community Ed & Services		538,787.00	44,866.35	123,955.56	23%	73.49		23%	414,757.95				
04 Community Service		538,787.00	44,866.35	123,955.56	23%	73.49		23%	414,757.95				
05 Capital Outlay													
200 Elem & Secondary Regular Instr		5,000.00	14,303.55	14,434.02	289%	73,294.34		1755%	(82,728.36)				
600 Instructional Support Services		2,000.00	0.00	0.00	0%	0.00		0%	2,000.00				
800 Sites & Buildings		338,578.00	4,996.90	94,845.30	28%	0.00		28%	243,732.70				
05 Capital Outlay		345,578.00	19,300.45	109,279.32	32%	73,294.34		53%	163,004.34				
07 Debt Redemption													
900 Fiscal & Other Fixed Costs		2,640,763.00	0.00	2,902,710.67	110%	0.00		110%	(261,947.67)				
07 Debt Redemption		2,640,763.00	0.00	2,902,710.67	110%	0.00		110%	(261,947.67)				
21 Student Activity													
200 Elem & Secondary Regular Instr		0.00	16,471.43	39,086.63	0%	885.42		0%	(39,972.05)				
21 Student Activity		0.00	16,471.43	39,086.63	0%	885.42		0%	(39,972.05)				
<b>Report Totals:</b>		<b>14,150,279.00</b>	<b>1,025,217.38</b>	<b>5,608,783.12</b>	<b>40%</b>	<b>99,076.38</b>		<b>40%</b>	<b>8,442,419.50</b>				

MACCRAY Schools Enrollment 22-23

	EOY	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	EOY
Pre-K	72	69	70	71							
K	60	55	54	57							
1	52	62	62	63							
2	53	54	53	53							
3	64	60	58	59							
4	62	63	64	65							
5	57	69	68	68							
K-5 Subtotal	348	363	359	365	0	0	0	0	0	0	0
Pre-K-5 Subtotal	420	432	429	436	0	0	0	0	0	0	0
6	42	59	59	60							
7	48	52	52	52							
8	56	50	49	49							
9	50	60	60	59							
10	57	51	51	51							
11	44	56	56	54							
12	49	43	43	43							
Subtotal	304	371	370	368	0	0	0	0	0	0	0
K-12 Total	652	734	729	733	0	0	0	0	0	0	0
P-12 Total	724	803	799	804	0	0	0	0	0	0	0

## **November 2022 Activities Director Report**

1. See Fall participation numbers. (list attached)
2. Thanks for approving the Winter Coaches and other activity advisors.
3. Both the gymnastics coop with Benson/KMS and the dance coop with RCW were approved by the MSHSL.
4. The Fall Play performances of “The Wizard of Oz” were last week. Mrs. Erickson and the cast did a great job adapting to a different format to accommodate the auditorium not being ready. They used the elementary cafeteria and had cupcakes to have their own form of a dinner theater.
5. The volleyball team won the Camden Conference North but lost in the championship match to the South Champions, Minneota. Minneota is the number one seed in the state tournament.
6. The volleyball team made it to the Subsection Finals at SMSU, again losing to the eventual Section Champs, Minneota. We ended with a record of 21-11.
7. The girls tennis team lost to LQPV in the first round of the Section Tournament. We competed in the Section Individual Tournament in Sioux Falls, SD. Tayte Nokelby advanced to the Section Semifinals and ended with a 4th place finish. Our participation numbers were higher again this year. They ended the season with a 5-10 record.
8. The cross country team completed their season at the Section race in Luverne. Mr. Johnson recruited a few more runners this year.
9. The football team lost to Dawson/Boyd in the 1st round of the Section Tournament. We ended the season with a 1-8 record.
10. Some winter activities have started practicing. Starting dates were/are.
  - i. Dance - October 24
  - ii. JH BBB - November 1
  - iii. Girls BB - November 14
  - iv. Boys BB - November 21
  - v. Wrestling - November 21
11. Math League practices have begun. All but one of the competitions will be done virtually this season. Mr. Olson has 11 students signed up at this time.

## 2022-23 Fall Activity Participation

<b>Cross Country</b>		<u><b>7th</b></u>	<u><b>8th</b></u>	<u><b>9th</b></u>	<u><b>10th</b></u>	<u><b>11th</b></u>	<u><b>12th</b></u>		
		3	1	1	0	0	4*	Total = 9	
RCW		2	0	0	2	1	0		
<b>Football</b>		<u><b>7th</b></u>	<u><b>8th</b></u>	<u><b>9th</b></u>	<u><b>10th</b></u>	<u><b>11th</b></u>	<u><b>12th</b></u>		
		12	7	10	10	16	3*	Total = 58	
<b>Tennis (G)</b>		<u><b>7th</b></u>	<u><b>8th</b></u>	<u><b>9th</b></u>	<u><b>10th</b></u>	<u><b>11th</b></u>	<u><b>12th</b></u>		
		5	6	3	2	6	2	Total = 24	
RCW		1	0	1	0	0	0		
<b>Volleyball</b>		<u><b>7th</b></u>	<u><b>8th</b></u>	<u><b>9th</b></u>	<u><b>10th</b></u>	<u><b>11th</b></u>	<u><b>12th</b></u>		
		11	14	7	7+1	4+1	6	Total = 49+2 mgrs	
<b>Fall Play</b>	<u><b>5th</b></u>	<u><b>6th</b></u>	<u><b>7th</b></u>	<u><b>8th</b></u>	<u><b>9th</b></u>	<u><b>10th</b></u>	<u><b>11th</b></u>	<u><b>12th</b></u>	
	0	5	2	0	1	3	2	1	Total = 14
Grand Total = 156									

Grand Total of 156 - 1 (\*two-activity student) = 155 participants (including 5-6th graders)  
 In Grades 7-12, there are 150 of 312 students out for a fall activity (48%).

### 2022-23 Fall Participation by grade:

7th - 33/52 - 63%  
 8th - 28/50 - 56%  
 9th - 22/60 - 37%  
 10th - 23/51 - 45%  
 11th - 29/56 - 52%  
 12th - 15/43 - 35%

### 2021-22 Fall Participation by grade:

7th - 23/51 - 45%  
 8th - 27/56 - 48%  
 9th - 26/58 - 45%  
 10th - 36/59 - 61%  
 11th - 13/45 - 29%  
 12th - 24/49 - 49%

### 2020-21 Fall Participation by grade:

7th - 25/54 - 46%  
 8th - 25/58 - 43%  
 9th - 31/60 - 52%  
 10th - 15/54 - 28%  
 11th - 21/53 - 40%  
 12th - 17/46 - 37%

### 2019-20 Fall Participation by grade:

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

## Winter 2022-23 MACCRAY Coaches/Supervisors - updated 11/11/22

### Boys Basketball

Lucas Post	Head Varsity
Riley Aeikens	JV
Trent Carlson	C
Jesse Westbrook	7 & 8 combined

### Girls Basketball

Shaun Condon	Head Varsity
Bryce Olson	JV
Dana Johnson	C if needed or as a Volunteer
Matt Johnson	JH
Unknown	JH (if needed)

### Dance

Janie Albertson	Head Varsity
Haley Rhode	Volunteer

### Wrestling

Christian Thoen	Assistant
-----------------	-----------

### Prom

Brittany Cook

### Knowledge Bowl

Presently Interviewing

### Math League

Bryce Olson

### BPA

Rhonda Pieper

### Winter Weight Room

Cole Christopher

### One Act Play

Nikki Erickson

### Spelling Bee

Meghan Sunderland

### Student Council

Jasmine Goblisch & Sonja Stark (shared)

# Nancy Harms Concert



Saturday, December 10<sup>th</sup>

\$20.00  
A Ticket

7:00 p.m.



## MACCRAY Performing Arts Auditorium

**Ticket Window Opens at 5:30; Auditorium Doors Open at 6:30**

Our very own Nancy Harms will be our inaugural artist performing in our new MACCRAY Performing Arts Auditorium. Nancy is a graduate of MACCRAY and is a renowned jazz singer sharing her talents around the world – most recently touring in Europe and Asia.

**Online Tickets** [www.maccray.k12.mn.us](http://www.maccray.k12.mn.us) – Click on “Fee Payment” – “Performing Arts Auditorium”

**In Person** Stop at the High School Office during business hours to purchase tickets.

**Questions** Contact Denise 320-847-2154, x1106

**School Tours**  
4:30 & 5:30 p.m.

Call Lindsey at 320-847-2154, x1153 to reserve your spot.

**Pasta Bar Meal**

MACCRAY 2180 Foundation

Serving: 4:30 – 6:30 p.m.

MS/HS Gym

Free Will Donation

Enter Main Office Doors/South Side

November 14, 2022

Superintendent Report to MACCRAY School Board

1. West Elementary building in Maynard: I await a simple purchase agreement. I asked that I have it to send in the packet on Friday, November 12, 2022.
2. East Elementary building in Raymond: We work and communicate daily between ICS, Ardelle, plumbers, electricians and still wait for the structural plan to be approved by the State of Minnesota. We were # 2 on the list last Friday. Dan may have much more information by Monday's meeting. It is our hope to be working on demo by Thanksgiving. Chris and I have met with our attorney to have a purchase agreement ready for that building too once we know that the gymnasium wall held up during demo.
3. You will hear more on the Veterans Day program from the principals but I am here to say that I appreciate ICS and all trades working hard to be able to celebrate our Veterans on November 11.
4. I have just started to work toward a ribbon cutting for the school project. At this writing I would like to do it on December 10 when so many people will be here for the 2180 benefit, concert and tours. Please let me know if you would be available to be here for a picture sometime mid to late afternoon that day.
5. Our election results are not ready to be canvassed at this time. I have no official word on the write-in for Tate's position on the board. Kim is staying apprised of word from Chippewa County election judges. As soon as we have word we will schedule a special meeting to canvass the election. Or, if we have word by Monday night we will get it into that meeting.

We have a choir concert starting at 7 pm in the new auditorium on Monday, November 14. As soon as the meeting is over I plan to hop over there to watch. They have been planning some excellent musical literature.

November 14, 2022

To MACCRAY School Board  
Re: Notice of upcoming retirement

Dear MACCRAY School Board,

When I started here on December 18, 2018 I was the third superintendent to serve this district that year. I thought I would be here for 6 months and move on. It has been my good fortune to work here for almost four years now. A lot has happened since.

Thank you for giving me the opportunity to humbly serve the MACCRAY education community. I have been honored to represent MACCRAY across the state and serve this district in any capacity I have been called upon to serve.

Now it is time to serve my family and specifically my parents. I want to attend to them as they so carefully attended to me in my formative years. This is not to say I will never again work in education. I just don't think I can sit still too long but for now I will concentrate on my family.

Please accept this letter as my resignation due to retirement from the mighty MACCRAY Public School effective June 30, 2023.

Onward strong and with appreciation,



Sherri Broderius

**Board Report**  
**MACCRAY Senior High School**  
**November 14, 2022**

**Q1 is Complete w/ Lots of Student Support!:**

- We've had many student support events take place since the start of the year. Students have had: Vision and Hearing Screening, The Tour of Manufacturing, Senior Job Shadow Day, The ASVAB test, Pre-ACT test, Parent FAFSA night, a Career Explorations field trip, SCRUBS (medical field) Camp, and multiple college visits during HS lunch.
- Conferences were a success, and that is when Mrs. Bristle hosted the Free Application for Federal Student Aid night for parents to come in and actually receive help completing the application for their child(ren).
- As you can see above, we are continually providing opportunities for students to explore more about who they want to become across all job fields. This is being done through class offerings, Mrs. Bristle's continued support as the Counselor, Mrs. Plagge's Career Explorations class, and our Special Education Department.
- This past Friday we held a Veterans Day program, led by a brief history of the founding of Veterans Day along with student performances in Band and Choir and several pieces of poetry.

**Upcoming:**

- Today: Staff workshop and Fall choir concert in the MPAA
- 11/15 NHS inductions
- Thanksgiving Break will begin with an early out on 11/23 with students returning 11/29.
- 12/7 NHS Blood Drive

Respectfully submitted -

Judd Wheatley  
MACCRAY Sr. High Principal

MACCRAY Elementary School  
Board Report  
November 14, 2022

- STAR Results - fall benchmarks completed
- Elementary PLCs
  - MTSS
- Veterans Day Program
- Curriculum Review
- Hiring
  - Elementary Physical Education position is open
- Upcoming Events
  - Certified Staff Inservice, 11/14
  - Thanksgiving break, 11/24, 11/25
  - Holiday Concert, 12/15

Oct 2022 STAR		
Percentage of students at/above grade level		
	Math	Reading
1	64%	65%
2	50%	44%
3	69%	61%
4	61%	39%
5	62%	64%
*Kindergarten only tests 3x year; 1-5 test 6x		

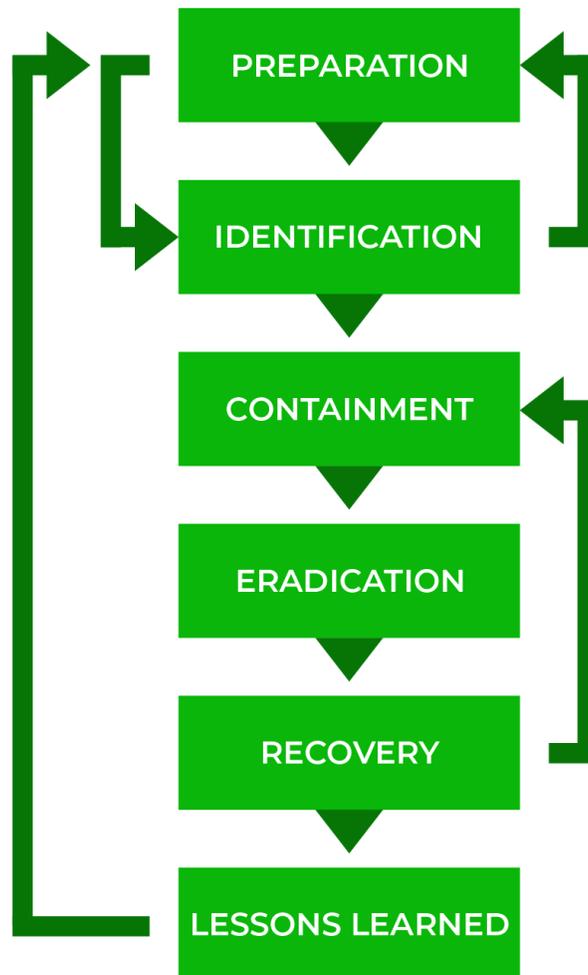
Mitchell Kent  
Elementary School Principal

# Technology Board Report

November 14, 2022

## Cyber Incident Response Plan (CIRP)

- Sherri and I began work on cleaning up and formalizing our processes in the summer
- Met with Pete Royer about a month ago to clarify some things, especially with respect to LCTN's role in the event of an incident
- Because the document was adapted from the private sector, we organized a group from the member schools to make the document more applicable to our schools
  - Tech leaders from Willmar, Hutchinson, BOLD, BLHS, GSL, MACCRAY
  - Met three times over the last month
- I included the Executive Summary from the document in the board packet for your reference.
- Below is a flow chart from the document outlining the different phases and the order we may go through:



RESOLUTION AND ADDENDUM TO  
MACCRAY ISD #2180 Section 125 Cafeteria Plan  
ADOPTION AGREEMENT

**SECTION 125 FLEXIBLE BENEFITS RESOLUTION TO CHANGE PLAN YEAR**

The ISD 2180 adopted the following resolution at the November 14, 2022 Board Meeting:

**WHEREAS**, MACCRAY ISD #2180 (the “Employer”) currently maintains a cafeteria plan pursuant to the requirements of Section 125 of the Internal Revenue Code called the MACCRAY ISD #2180 Flexible Benefits Plan (the Plan); and

**WHEREAS**, the Employer’s 125 Flexible Benefits Plan maintained for its benefit eligible employees is currently set up to be administered as an November 1 through an October 31 plan year; and

**WHEREAS**, the Employer wishes to align the Section 125 Flexible Benefits Plan with the group health plan, plan year; and

**WHEREAS**, Internal Revenue Code 125 allows a Flexible Benefits Plan to administer a short plan year for a “valid business purpose;” and

**NOW, THEREFORE, BE IT RESOLVED**, upon execution of this Resolution the Employer’s Flexible Benefits Plan will end on October 31, 2022 and there shall be a short plan year that starts November 1, 2022 and shall end on December 31, 2022. Henceforth, the Employer’s Flexible Benefit Plan shall begin on January 1 and end on December 31.

**BE IT FURTHER RESOLVED**, that the appropriate designees of the Employer are hereby authorized and directed to execute and deliver all documents necessary for the proper implementation of the Plan to ensure that the amended Plan, hereby approved is in effect.

MACCRAY ISD #2180 125 Cafeteria Plan Adoption Agreement has been amended in the following way.

**PLAN INFORMATION**

Original “Effective Date” of Plan:

November 1, 1991

“Plan Year” begins:

January 1

Plan Year ends:

December 31

All other terms and conditions of the Adoption Agreement shall remain unchanged, said document being amended only as provided herein.

Date: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Board Signature (if required): \_\_\_\_\_

## PURCHASE AGREEMENT

### SALE OF MAYNARD SCHOOL PROPERTIES

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into as of November 14, 2022 (the “Effective Date”) by and between Independent School District 2180, MACCRAY, Minnesota, a Minnesota public school corporation (the “Seller”) and Greater Maynard Community Fund, a Minnesota non-profit corporation (the “Buyer”).

In consideration of the mutual terms and provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. ***Sale of Property.*** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the real property located in the City of Maynard, County of Chippewa, Minnesota, which is legally described and depicted on the attached **Exhibit A** (“Land”) attached hereto and made a part hereof, together with: (i) all buildings, structures, and other improvements erected or placed thereon, including without limitation, the Maynard MACCRAY West Elementary School Building (the “Building”); and (ii) all easements, tenements, hereditaments, privileges, and appurtenances benefitting or appurtenant thereto (collectively, the “Real Property”). The parties hereto acknowledge and agree that Seller is not selling the property designated as “Parcel #2” in the attached Exhibit A at this time.

2. ***Purchase Price and Manner of Payment.*** The total purchase price (“Purchase Price”) to be paid by Buyer for the Real Property shall be One Dollar (\$1.00). The Purchase Price, subject to credits, adjustments and prorations expressly provided for herein, shall be paid to Seller in cash or by a wire transfer of funds on the Closing Date.

3. ***Property Sold Without Warranties or Representations by Seller.*** Buyer acknowledges and agrees that the Real Property is being sold on the Closing Date “*As-Is*” and “*Where-Is*” with no representations or warranties made by Seller or any agent of Seller, except as set forth below. Buyer has had an opportunity to view and inspect the Real Property. Buyer acknowledges that neither Seller nor its agents have made any warranties, implied or expressed, relating to the condition of the Real Property. Seller and its agents shall not be responsible for the repair, replacement, modification or remediation of any deficiencies, malfunctions, or mechanical defects in the material, workmanship; and mechanical components of the appurtenant structures and improvements prior or subsequent to the Closing Date. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered.

4. ***Environmental Issues; Indemnification.*** Buyer agrees that Seller shall have no liability or responsibility for any claim or losses Buyer or Buyer’s successors and/or assigns may incur as a result of the presence of any condition, Hazardous Materials, or other defect which may now or hereafter exist with respect to the Real Property. Buyer hereby assumes all responsibility for any and all clean-up costs related to the presence of Hazardous

Materials on or under the Real Property. Buyer, its successors and assigns, hereby agree to indemnify, defend and hold Seller harmless from all losses (including but not limited to any civil fines, penalties, expenses, costs of clean-up or remediation, and plugging liabilities for any and all wells) arising from claims by any and all persons, including, but not limited to, Buyer's and Seller's employees, agents, or representatives and also any private citizens, persons, or organizations and any agency, branch, or representative of federal, state, or local government, on account of any personal injury, disease, or death or any damage, destruction, loss of property or contamination of natural resources (including air, soil, surface water, or ground water) resulting from, arising out of any liability caused by, or connected with any environmental condition of, on, or resulting from the Real Property before, on, or after the Closing Date, including, but not limited to, the presence, disposal, or release of any material of any kind in, on or under the Real Property or other affected property, or at any time caused by or connected with acts or omissions of any party's employees, representatives, or agents with regard to the use, ownership, or operatorship of the Real Property.

For purposes of this Agreement, the term "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined the Recourse Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Real Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Real Property, the Real Property or the use of the Real Property relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

5. ***Title Examination.*** Within ten (10) days after this Agreement is signed both parties hereto, Buyer shall obtain, at Buyer's sole expense, the title services determined necessary or desirable by Buyer, including but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's title opinion (the "Title Evidence") and promptly provide a copy to Seller. Buyer shall have until 5:00 p.m. on the 10<sup>th</sup> day following receipt of the Title Evidence to notify Seller of any objections to the form and/or contents of the Title Evidence ("Objections"). Buyer's failure to make Objections within such time period will constitute waiver of any Objections.

Any matter shown on such Title Evidence and not objected to by Buyer shall be a “Permitted Encumbrance” hereunder. If title to the Real Property is not marketable and is not made so within One Hundred Twenty (120) days from the date of written objections thereto as above provided, this Agreement shall be null and void, at the option of the Buyer, and neither party shall be liable for damages hereunder to the other party. If the title to the Real Property is found to be marketable or is so made within said time, and Buyer shall default in any of the agreements herein, then, and in that case the Seller may terminate this Agreement. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided action to enforce such specific performance shall be commenced within six (6) months after such right of action shall arise.

6. ***Real Estate Taxes and Special Assessments.*** Seller shall pay, on or before the Closing Date, all real estate taxes payable in all years prior to and including 2022 and through the Closing Date. Buyer shall pay all real estate taxes and installments of special assessments payable, levied, and/or certified for payment after the Closing Date and in all years thereafter. Additionally, Buyer shall assume and/or satisfy any and all deferred, levied, certified, or pending special assessments relating to the Real Property in effect prior to the Closing Date which may become payable as a result of the sale contemplated this Agreement.

7. ***Utility Charges; Other Costs; Building Door Locks.*** Prior to the Closing Date, Seller shall notify the providers of all utilities serving the Real Property of the pending change in ownership and direct that all future billings be made to Buyer at Buyer’s notice address with no interruption of service. Seller and Buyer shall prorate, as of the Closing Date, any charges for utilities that are payable for the month in which the Closing occurs. Any operating costs of the Real Property shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of operating costs relating to the period before the Closing Date, and Buyer pays that part of operating costs relating to the period from and after the Closing Date. Not later than five (5) business days after the Closing Date, Buyer shall, at Buyer’s sole expense, cause all exterior doors of the Building to be re-keyed with new locks.

8. ***Facility Use; Non-Exclusive License.*** On and after the Closing Date, Buyer hereby grants to Seller, its employees, agents, and students, an irrevocable non-exclusive license to access and use (the “Facility License”) the locker rooms, restrooms and parking lot of the Building pursuant to a written schedule determined by Seller in consultation with Buyer prior to the commencement of each school year. The Facility License may be terminated at any time by Seller upon written notice to Buyer.

9. ***Closing Date; Deed; Restrictive Covenant.*** The closing of the purchase and sale contemplated by this Agreement (the "**Closing**") shall occur on or before January 15, 2023 (the "**Closing Date**"). The Closing shall take place at a title company of Buyer's choosing, or at such other date, time, and place as may be mutually agreed upon by Buyer and Seller. On the Closing Date, Buyer shall deliver the Purchase Price to Buyer, and Seller shall deliver to Buyer a Quit Claim Deed (the “Deed”) conveying title to the Real Property to Buyer. As a condition of sale, Buyer hereby agrees to execute and record the Declaration of Restrictive Covenant, in the same form as on the attached **Exhibit B**, that restricts the use of the Real Property, or any part thereof, as a charter school or nonpublic school.

10. **Costs and Expenses.** Except for costs associated with correcting Objections to title, Buyer shall pay all costs and expenses pertaining to the purchase and sale of the Real Property including costs of or related to inspection, testing, examination of title, the title commitment, title insurance, endorsements to title insurance, Buyer's legal fees, and recording fees.

11. **Wells and Sewage Systems; Methamphetamine.** To Seller's knowledge, there are no "wells" on the Real Property within the meaning of Minn. Stat. § 103I and will so certify on the deed delivered at the Closing. To Seller's knowledge, sewage generated at the Real Property goes to a facility permitted by the Minnesota Pollution Control Agency and that there are no abandoned "subsurface sewage treatment systems" (within the meaning of Minn. Stat. § 115.55) on the Real Property. For the purposes of satisfying any applicable requirements of Minn. Stat. § 152.0275, to Seller's knowledge, no methamphetamine production has occurred on the Real Property.

12. **Authority.** The execution, delivery and performance of this Agreement and all other documents, instruments and agreements now or hereafter to be executed and delivered by Buyer pursuant to this Agreement are within the power of Buyer, have been duly authorized by all necessary or proper action, and such documents instruments and agreements are and shall be valid and binding obligations of Buyer, enforceable in accordance with their terms.

13. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

14. **Entire Agreement/Amendment.** This Agreement (including Exhibit A and Exhibit B referenced herein) constitutes the entire agreement between the parties with respect to the subject matter herein and fully supersedes all prior written or oral agreements between the parties with respect to such matters. No other agreement, statement, or promise made by any party and no amendment, modification, or other change of any provision of this Agreement shall be effective unless in writing signed by the parties.

[SIGNATURES TO FOLLOW]

*IN WITNESS WHEREOF*, the parties have executed this Agreement effective on the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 2180**

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Board Chair

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Clerk

**GREATER MAYNARD COMMUNITY FUND**

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Richard Groothuis, President

## **EXHIBIT A**

### **LEGAL DESCRIPTION AND DEPICTION OF THE REAL PROPERTY**

#### **PARCEL 1**

That part of the Southwest quarter (SW1/4) of Section number Twenty-nine (29) in Township number One hundred seventeen (117) North of Range number Thirty eight (38) West, described as follows: Beginning at a point on the East line of Ruth Street in the Village of Maynard, which point would be the intersection of said East line of Ruth Street and the North line of Agnes Avenue, if extended Easterly, thence Northerly along the East line of said Ruth Street a distance of three hundred (300) feet, thence at right angles Easterly, on a line to coincide with an extension of the South line of Jessie Avenue a distance of six hundred sixty (660) feet, thence at right angles in a Southerly direction on a line parallel with the East line of Ruth Street a distance of three hundred (300) feet, thence at right angles in a Westerly direction a distance of Six hundred sixty (660) feet to the point of beginning, being a rectangle tract of land three hundred (300) feet wide and six hundred sixty (660) feet long, located in the corporate limits of the Village of Maynard.

#### **PARCEL 3**

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Eleven (11), in the Original Plat of the Village of Maynard.

#### **PARCEL 4**

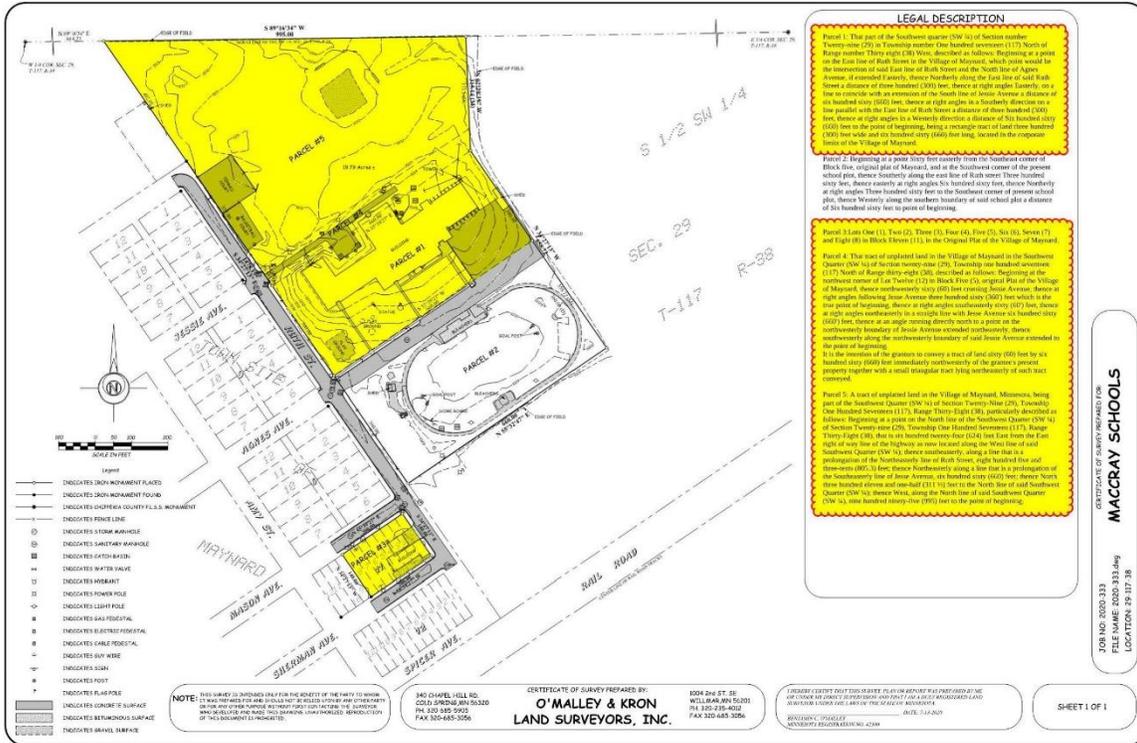
That tract of unplatted land in the Village of Maynard in the Southwest Quarter (SW1/4) of Section twenty-nine (29), Township one hundred seventeen (117) North of Range thirty-eight (38), described as follows:

Beginning at the northwest corner of Lot Twelve (12) in Block Five (5), original Plat of the Village of Maynard, thence northwesterly sixty (60) feet crossing Jessie Avenue, thence at right angles following Jesse Avenue three hundred sixty (360') feet which is the true point of beginning, thence at right angles southeasterly sixty (60') feet, thence at right angles northeasterly in a straight line with Jesse Avenue six hundred sixty (660') feet, thence at an angle running directly north to a point on the northwesterly boundary of Jessie Avenue extended northeasterly, thence southwesterly along the northwesterly boundary of said Jessie Avenue extended to the point of beginning.

It is the intention of the grantors to convey a tract of land sixty (60) feet by six hundred sixty (660) feet immediately northwesterly of the grantee's present property together with a small triangular tract lying northeasterly of such tract conveyed.

## PARCEL 5

A tract of unplatted land in the Village of Maynard, Minnesota, being part of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-Nine (29), Township One Hundred Seventeen (117), Range Thirty-Eight (38), particularly described as follows: Beginning at a point on the North line of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-nine (29), Township One Hundred Seventeen (117), Range Thirty-Eight (38), that is six hundred twenty-four (624) feet East from the East right of way line of the highway as now located along the West line of said Southwest Quarter (SW  $\frac{1}{4}$ ); thence southeasterly, along a line that is a prolongation of the Northeasterly line of Ruth Street, eight hundred five and three-tenths (805.3) feet; thence Northeasterly along a line that is a prolongation of the Southeasterly line of Jesse Avenue, six hundred sixty (660) feet; thence North three hundred eleven and one-half (311  $\frac{1}{2}$ ) feet to the North line of said Southwest Quarter (SW  $\frac{1}{4}$ ); thence West, along the North line of said Southwest Quarter (SW  $\frac{1}{4}$ ), nine hundred ninety-five (995) feet to the point of beginning.



**LEGAL DESCRIPTION**

Parcel 1. The part of the Southwest quarter (SW 1/4) of Section number Twenty-nine (29) in Township number One hundred and seventh (117) North of Range number Thirty-eight (38) West, described as follows: Beginning at a point on the East line of Birch Street in the Village of Maynard, which point would be the intersection of said East line of Birch Street and the North line of Agnes Avenue, it extended Eastward, thence Northward along the line of said Birch Street a distance of three hundred (300) feet, thence at right angles Eastward, on a line to coincide with an extension of the South line of Agnes Avenue a distance of six hundred (600) feet, thence at right angles in a Southerly direction on a line parallel with the East line of Birch Street a distance of three hundred (300) feet, thence at right angles in a Westerly direction a distance of six hundred (600) feet to the point of beginning, being a rectangle tract of land three hundred (300) feet wide and six hundred (600) feet long, located in the corporate limits of the Village of Maynard.

Parcel 2. Beginning at a point sixty feet easterly from the Southeast corner of Block 26, original plat of Maynard, and at the Southeast corner of the present school plot, thence Southerly along the east line of Birch Street Three hundred sixty feet, thence easterly at right angles Six hundred sixty feet, thence Northward at right angles Three hundred sixty feet to the Southeast corner of present school plot, thence Westerly along the western boundary of said school plot a distance of Six hundred sixty feet to point of beginning.

Parcel 3. Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Eleven (11), in the Original Plat of the Village of Maynard.

Parcel 4. That tract of unpatented land in the Village of Maynard in the Southeast Quarter (SW 1/4) of Section twenty-nine (29), Township one hundred and seventh (117) North of Range thirty-eight (38) West, described as follows: Beginning at the Northwest corner of Lot Twelve (12) in Block Five (5), original Plat of the Village of Maynard, thence Northwardly sixty (60) feet crossing Agnes Avenue, thence at right angles following Agnes Avenue three hundred sixty (360) feet, which is the true point of beginning, thence at right angles Northwardly sixty (60) feet, thence at right angles Northwardly in a straight line with Agnes Avenue six hundred (600) feet, thence at an angle crossing directly north to a point on the Northwardly boundary of said Agnes Avenue extended Northwardly, thence Northwardly along the Northwardly boundary of said Agnes Avenue a distance of six hundred (600) feet to the point of beginning. It is the intention of the grantor to convey a tract of land sixty (60) feet by six hundred (600) feet immediately Northwardly of the grantor's present property together with a small triangular tract lying Northwardly of such tract conveyed.

Parcel 5. A tract of unpatented land in the Village of Maynard, Minnesota, being part of the Southwest Quarter (SW 1/4) of Section Twenty-Nine (29), Township One Hundred and Seventh (117), Range Thirty-Eight (38), West, particularly described as follows: Beginning at a point on the North line of the Southwest Quarter (SW 1/4) of Section Twenty-nine (29), Township One Hundred and Seventh (117), Range Thirty-Eight (38), West, six hundred (600) feet East from the East-right-of-way line of the highway or road located along the West line of said Southwest Quarter (SW 1/4), thence easterly along a line that is a prolongation of the Northwardly line of Birch Street, eight hundred (800) feet and thence North (N) feet, thence Northwardly along a line that is a prolongation of the Southwardly line of Agnes Avenue, six hundred (600) feet, thence North, three hundred (300) feet and one-half (1/2) inch to the North line of said Southwest Quarter (SW 1/4), thence West, along the North line of said Southwest Quarter (SW 1/4), one hundred (100) feet to the point of beginning.

- Legend**
- INDICATES IRON MONUMENT PLACED
  - INDICATES COPPER COUNTY P.L.S.S. MONUMENT
  - INDICATES IRON MONUMENT FOUND
  - INDICATES STUMP MARKER
  - INDICATES SANITARY MANHOLE
  - INDICATES CATCH BASIN
  - INDICATES WATER MAIN
  - INDICATES SEWER
  - INDICATES POWER POLE
  - INDICATES LIGHT POLE
  - INDICATES GAS PIPING
  - INDICATES ELECTRIC PIPING
  - INDICATES CABLE TELEPHONE
  - INDICATES GUY WIRE
  - INDICATES SIGN
  - INDICATES POST
  - INDICATES FLAGPOLE
  - INDICATES CONCRETE SURFACE
  - INDICATES BITUMINOUS SURFACE
  - INDICATES GRAVEL SURFACE

**NOTE:** THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS MADE AND SHALL NOT BE RELIED UPON BY ANY OTHER PARTY UNLESS SO INDICATED BY THE SURVEYOR'S SIGNATURE AND SEAL. THE USER OF THIS DOCUMENT IS ADVISED THAT THE SURVEYOR HAS NO LIABILITY FOR ANY DAMAGE CAUSED BY THE REPRODUCTION OF THIS DOCUMENT UNLESS SO INDICATED.

340 CHAVELLE VILLAGE RD.  
 GOLD SPRING, MN 55320  
 PH: 320-485-3055  
 FAX: 320-485-3056

CERTIFICATE OF SURVEY PREPARED BY:  
**O'MALLEY & KRON**  
 LAND SURVEYORS, INC.

3024 2nd ST. SE  
 WILLMAR, MN 55201  
 PH: 320-236-4022  
 FAX: 320-485-3056

I HEREBY CERTIFY THAT THIS SURVEY WAS CONDUCTED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM AN ANNUALLY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 DATE: 7-13-2017  
 SURVEYOR: TRACY L. WENDT  
 MINNESOTA REGISTRATION NO. 4206

CERTIFICATE OF SURVEY PREPARED FOR:  
**MACCRAY SCHOOLS**

TOWN NO. 1000 331  
 FILE NAME: 2020-333.dwg  
 LOCATION: 29-117-38

SHEET 1 OF 1

**EXHIBIT B**

**FORM OF DECLARATION OF RESTRICTIVE COVENANT**

THIS DECLARATION OF RESTRICTIVE COVENANT (the “Declaration”) is made this \_\_\_\_ day of January, 2023, by the Greater Maynard Community Fund, a Minnesota non-profit corporation (the “GMCF”).

**RECITALS**

- A. The GMCF owns the real property in the City of Maynard, Chippewa County, Minnesota, legally described on attached **Exhibit A** (the “Maynard Property”).
- B. As a condition of acquiring title to the Maynard Property from the seller, Independent School District No. 2180, MACCRAY, Minnesota (the “School District”), the GMCF is required to record this Declaration against the Maynard Property.

**RESTRICTIVE COVENANT**

- 1. **Covenant.** The GMCF hereby declares that no charter school or private school shall be allowed to exist and operate on the Maynard Property unless the School Board of the School District grants approval to the contrary. Any such approval shall be evidenced by a document that has been fully executed, acknowledged, and recorded in the official records of the County Recorder/Registrar of Titles of Chippewa County, Minnesota.
- 2. **Covenant Runs with the Land.** The restrictive covenant set forth herein shall run with the land and shall inure to the benefit of the respective parties and their successor, assigns, heirs, and personal representatives.
- 3. **Governing Law.** The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Declaration.
- 4. **Recitals and Exhibits.** The recitals set forth above and the exhibit attached hereto are incorporated and made a part of this Declaration.

**[SIGNATURES TO FOLLOW]**

**GREATER MAYNARD COMMUNITY FUND**

---

Richard Groothuis, President

STATE OF MINNESOTA }  
COUNTY OF CHIPPEWA } ss.:

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Richard Groothuis, the President of the Greater Maynard Community Fund, a Minnesota non-profit, on behalf of said non-profit corporation.

## **EXHIBT A**

### **LEGAL DESCRIPTION AND DEPICTION OF THE MAYNARD PROPERTY**

#### **PARCEL 1**

That part of the Southwest quarter (SW1/4) of Section number Twenty-nine (29) in Township number One hundred seventeen (117) North of Range number Thirty eight (38) West, described as follows: Beginning at a point on the East line of Ruth Street in the Village of Maynard, which point would be the intersection of said East line of Ruth Street and the North line of Agnes Avenue, if extended Easterly, thence Northerly along the East line of said Ruth Street a distance of three hundred (300) feet, thence at right angles Easterly, on a line to coincide with an extension of the South line of Jessie Avenue a distance of six hundred sixty (660) feet, thence at right angles in a Southerly direction on a line parallel with the East line of Ruth Street a distance of three hundred (300) feet, thence at right angles in a Westerly direction a distance of Six hundred sixty (660) feet to the point of beginning, being a rectangle tract of land three hundred (300) feet wide and six hundred sixty (660) feet long, located in the corporate limits of the Village of Maynard.

#### **PARCEL 3**

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Eleven (11), in the Original Plat of the Village of Maynard.

#### **PARCEL 4**

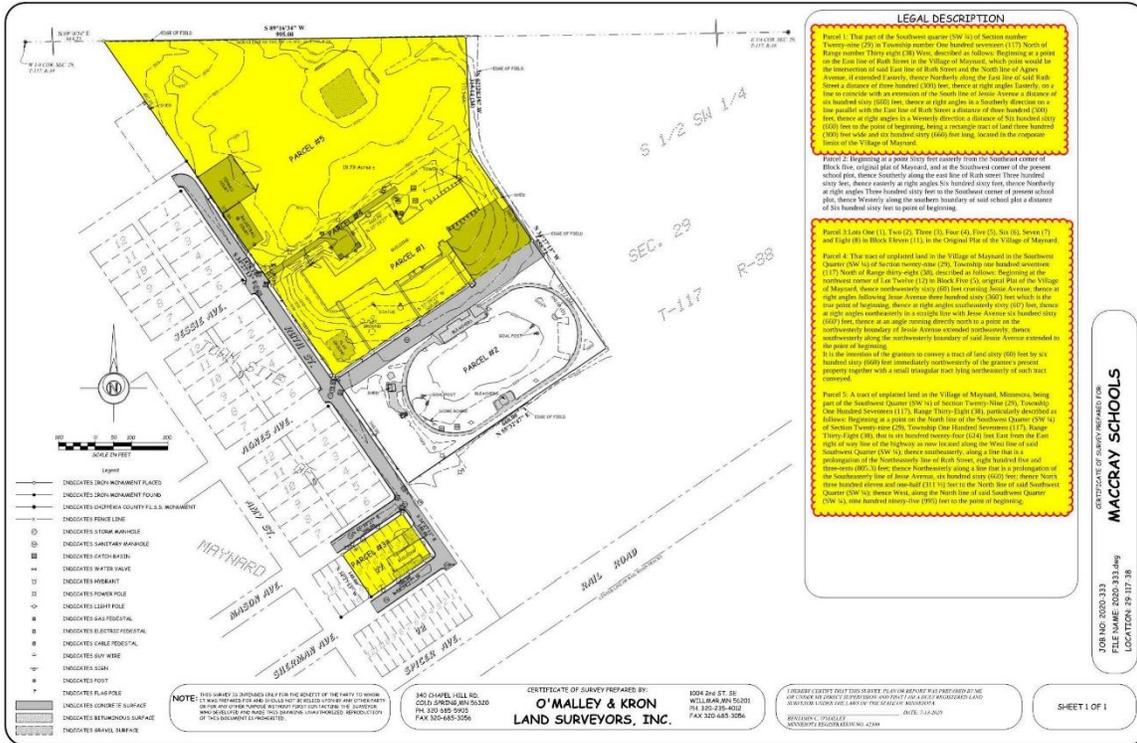
That tract of unplatted land in the Village of Maynard in the Southwest Quarter (SW1/4) of Section twenty-nine (29), Township one hundred seventeen (117) North of Range thirty-eight (38), described as follows:

Beginning at the northwest corner of Lot Twelve (12) in Block Five (5), original Plat of the Village of Maynard, thence northwesterly sixty (60) feet crossing Jessie Avenue, thence at right angles following Jesse Avenue three hundred sixty (360') feet which is the true point of beginning, thence at right angles southeasterly sixty (60') feet, thence at right angles northeasterly in a straight line with Jesse Avenue six hundred sixty (660') feet, thence at an angle running directly north to a point on the northwesterly boundary of Jessie Avenue extended northeasterly, thence southwesterly along the northwesterly boundary of said Jessie Avenue extended to the point of beginning.

It is the intention of the grantors to convey a tract of land sixty (60) feet by six hundred sixty (660) feet immediately northwesterly of the grantee's present property together with a small triangular tract lying northeasterly of such tract conveyed.

## PARCEL 5

A tract of unplatted land in the Village of Maynard, Minnesota, being part of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-Nine (29), Township One Hundred Seventeen (117), Range Thirty-Eight (38), particularly described as follows: Beginning at a point on the North line of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-nine (29), Township One Hundred Seventeen (117), Range Thirty-Eight (38), that is six hundred twenty-four (624) feet East from the East right of way line of the highway as now located along the West line of said Southwest Quarter (SW  $\frac{1}{4}$ ); thence southeasterly, along a line that is a prolongation of the Northeasterly line of Ruth Street, eight hundred five and three-tenths (805.3) feet; thence Northeasterly along a line that is a prolongation of the Southeasterly line of Jesse Avenue, six hundred sixty (660) feet; thence North three hundred eleven and one-half (311  $\frac{1}{2}$ ) feet to the North line of said Southwest Quarter (SW  $\frac{1}{4}$ ); thence West, along the North line of said Southwest Quarter (SW  $\frac{1}{4}$ ), nine hundred ninety-five (995) feet to the point of beginning.



**LEGAL DESCRIPTION**

Parcel 1: The part of the Southwest quarter (SW 1/4) of Section number Twenty-nine (29) in Township number One hundred and seventh (117) North of Range number Thirty-eight (38) West, described as follows: Beginning at a point on the East line of Birch Street in the Village of Maynard, which point would be the intersection of said East line of Birch Street and the North line of Agnes Avenue, thence Eastward along the East line of said Birch Street a distance of three hundred (300) feet, thence at right angles Southward along the South line of said Birch Street a distance of three hundred (300) feet, thence at right angles in a Southerly direction on a line parallel with the East line of Birch Street a distance of three hundred (300) feet, thence at right angles in a Westerly direction a distance of six hundred (600) feet to the point of beginning, being a rectangular tract of land three hundred (300) feet wide and six hundred (600) feet long, located in the corporate limits of the Village of Maynard.

Parcel 2: Beginning at a point sixty feet easterly from the Southeast corner of Block 18, original plat of Maynard, and at the Southeast corner of the present school plot, thence Southerly along the east line of Birch Street Three hundred sixty feet, thence easterly at right angles Six hundred sixty feet, thence Northerly at right angles Three hundred sixty feet to the Southeast corner of present school plot, thence Westerly along the western boundary of said school plot a distance of Six hundred sixty feet to point of beginning.

Parcel 3: Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Eleven (11), in the Original Plat of the Village of Maynard.

Parcel 4: That tract of unpatented land in the Village of Maynard in the Southeast Quarter (SW 1/4) of Section twenty-nine (29), Township one hundred and seventh (117) North of Range thirty-eight (38) West, described as follows: Beginning at the southeast corner of Lot Twelve (12) in Block Five (5), original Plat of the Village of Maynard, thence northwesterly sixty (60) feet crossing Agnes Avenue, thence at right angles following Agnes Avenue three hundred sixty (360) feet, which is the true point of beginning, thence at right angles northwesterly sixty (60) feet, thence at right angles northwesterly in a straight line with Agnes Avenue six hundred (600) feet, thence at an angle crossing directly north to a point on the northwesterly boundary of said Agnes Avenue extended northwesterly, thence northwesterly along the northwesterly boundary of said Agnes Avenue extended in the point of beginning. It is the intention of the grantor to convey a tract of land sixty (60) feet by six hundred (600) feet immediately northwesterly of the grantor's present property together with a small triangular tract lying northwesterly of such tract corners.

Parcel 5: A tract of unpatented land in the Village of Maynard, Minnesota, being part of the Southwest Quarter (SW 1/4) of Section Twenty-Nine (29), Township One Hundred and Seventh (117), Range Thirty-Eight (38), West, particularly described as follows: Beginning at a point on the North line of the Southwest Quarter (SW 1/4) of Section Twenty-nine (29), Township One Hundred and Seventh (117), Range Thirty-Eight (38), West, six hundred (600) feet East from the East-right-of-way line of the highway or road located along the West line of said Southwest Quarter (SW 1/4), thence easterly along a line that is a prolongation of the Northwesterly line of Birch Street, eight hundred (800) feet and thence-south (800) feet, thence Northwesterly along a line that is a prolongation of the Southerly line of Agnes Avenue, six hundred (600) feet, thence North, three hundred (300) feet and one-half (1/2) inch to the North line of said Southwest Quarter (SW 1/4), thence West, along the North line of said Southwest Quarter (SW 1/4), one hundred (100) feet to the point of beginning.

CERTIFICATE OF SURVEY PREPARED FOR  
**MACCRAVY SCHOOLS**  
 JOB NO. 1000-331  
 FILE NAME 1000-331.dwg  
 LOCATION 29-117-38

NOTE: THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS MADE AND SHALL NOT BE RELIED UPON BY ANY OTHER PARTY UNLESS SO INDICATED BY THE SURVEYOR'S SIGNATURE AND SEAL. THE USER SHALL BE RESPONSIBLE FOR THE CORRECTNESS AND VALIDITY OF THIS DOCUMENT AS POSTERED.

CERTIFICATE OF SURVEY PREPARED BY:  
**O'MALLEY & KRON**  
 LAND SURVEYORS, INC.

340 CHAPEL HILL RD.  
 GOLD SPRING, MN 55320  
 PH: 320-485-3055  
 FAX: 320-485-3056

3024 2nd ST. SE  
 WILKINSON, MN 55320  
 PH: 320-236-4022  
 FAX: 320-485-3056

MINNESOTA CERTIFIED PROFESSIONAL LAND SURVEYOR REG. NO. 1145  
 MINNESOTA BOARD OF LAND SURVEYING  
 MINNESOTA PROFESSIONAL LAND SURVEYORS ASSOCIATION  
 REGISTRATION NO. 1000-331-2010

SHEET 1 OF 1

## Executive Summary

### MACCRAY Public Schools



## Cyber Incident Response Plan

The a district has developed a CIRP to provide direction and focus to the handling of information security incidents that adversely affect a district Information Resources. The Incident Response Commander can assign district personnel to formulate a response to information security related incidents in the organization, and specifically those incidents that affect a district Information Resources.

The purpose of the CIRP is to allow a district to respond quickly and appropriately to information security incidents.

### Event Definition

Any observable occurrence in a system, network, environment, process, workflow, or personnel. Events may or may not be negative in nature.

### Adverse Events Definition

Events with a negative consequence. This plan only applies to adverse events that are computer security related, not those caused by natural disasters, power failures, etc.

### Incident Definition

A violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices that jeopardizes the confidentiality, integrity, or availability of information resources or operations. A security incident may have one or more of the following characteristics:

- A. Violation of an explicit or implied a district security policy
- B. Attempts to gain unauthorized access to a a district Information Resource
- C. Denial of service to a a district Information Resource
- D. Unauthorized use of a district Information Resources
- E. Unauthorized modification of a district information
- F. Loss of a district Confidential or Protected information

## **Incident Response Framework**

Developing a well-defined incident response framework is critical to an effective incident response plan. The district incident response framework is comprised of six phases that ensure a consistent and systematic approach.

### **Phase I – Preparation**

It is essential to establish a Cyber Security Incident Response Team (CSIRT), define appropriate lines of communication, articulate services necessary to support response activities, and procure the necessary tools.

### **Phase II – Identification and Assessment**

Identifying an event and conducting an assessment should be performed to confirm the existence of an incident. The assessment should include determining the scope, impact, and extent of the damage caused by the incident. In the event of possible legal action, digital evidence will be preserved, and forensic analysis may be conducted consistent with legislative and legal requirements.

### **Phase III – Containment and Intelligence**

Containment of the incident is necessary to minimize and isolate the damage caused. Steps must be taken to ensure that the scope of the incident does not spread to include other systems and Information Resources. Root cause analysis is required prior to moving beyond the Containment phase and may require expertise from outside parties.

### **Phase IV – Eradication**

Eradication requires removal or addressing of all components and symptoms of the incident. Further, validation must be performed to ensure the incident does not reoccur.

### **Phase V – Recovery**

Recovery involves the steps required to restore data and systems to a healthy working state allowing business operations to be returned.

### **Phase VI – Lessons Learned**

The Lessons Learned phase includes post-incident analysis on the system(s) that were impacted by the incident and other potentially vulnerable systems. Lessons learned from the incident are communicated to executive management and action plans developed to improve future incident management practices and reduce risk exposure.

# MACCRAY PUBLIC SCHOOLS

## 2022-23 EMPLOYMENT AGREEMENT

With  
Jackie Wandersee

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

### JOB SUMMARY

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

### TERMS OF EMPLOYMENT

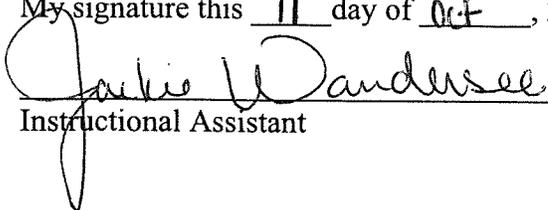
8 Hours – TBD/School Days  
Probation Period: 6 months  
Wage: \$15.25 per hour  
Pay Dates: 15th and 30th of each month  
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

### 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 11 day of Oct, 2022.

  
Instructional Assistant

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

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

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

# MACCRAY PUBLIC SCHOOLS

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## 2022-23 EMPLOYMENT AGREEMENT

With

**Jastin Jensen**

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

### JOB SUMMARY

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

### TERMS OF EMPLOYMENT

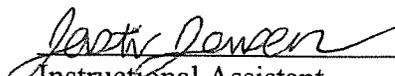
8 Hours – TBD/School Days  
Probation Period: 6 months  
Wage: \$15.25 per hour  
Pay Dates: 15th and 30th of each month  
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

### EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed  
My signature this 17 day of 10, 2022.

  
Instructional Assistant

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

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

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