

MACCRAY ISD 2180
Clara City, MN 56222
MACCRAY Board Room
Monday, October 3, 2022
6:00 pm
TENTATIVE AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Approval of the Agenda/Additions/Deletions
4. Public Comment
5. Consent Agenda – Action Required
 - 5.1. Adoption of Minutes
 - 5.2. Approve payment of bills and financial reports.
 - 5.3. Approval of Teacher Medical Leave.
 - 5.4. Approve employment agreement with Paraprofessional - B. Bratsch
 - 5.5. Approve employment agreement with Paraprofessional - S. Mithun
 - 5.6.
6. Communication Reports
 - 6.1. Administrative Reports
 - 6.1.1. Dan Hiemenz - ICS
 - 6.1.2. Jim Trulock - Activities Director
 - 6.1.3. Denise Smith - CER Director
 - 6.1.4. Mitchell Kent - Elem. Principal
 - 6.1.5. Judd Wheatley - HS Principal
 - 6.1.6. Sherri Broderius - Supt.
 - 6.2 Committee Reports
 - 6.3 Board Open Discussion - MACCRAY West building info - Julie and Sherri
7. Business Items - Action needed
 - 7.1. Motion to approve Policy 722 - Public Data and Data Subject Requests and Form 722.
 - 7.2. Motion to approve Policy 522 - Title IX and Form 522.
 - 7.3. Motion to approve the Facility Use Policy.
 - 7.4. Motion to approve a cooperative pairing with Benson/KMS for Girls Gymnastics.
 - 7.5. Motion to rescind the Resolution stating the intention of the School District to sell all property in Maynard to the Greater Maynard Community Fund.
8. Upcoming Meetings
 - 8.1. Regular Board Meeting, Monday, November 14, 6pm, MACCRAY Board Room
 - 8.2. Truth in Taxation Presentation, Monday, December 12, 6pm, MACCRAY Board Room
 - 8.3. Regular Board Meeting, Monday, December 12, following TNT, MACCRAY Board Room
 - 8.4. Regular Board Meeting, Monday, January 9, 6pm, MACCRAY Board Room
9. Adjournment

**Minutes of the Board of Education
Independent School District #2180
Regular Meeting #3
Monday, Sept. 12, 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; Judd Wheatley, HS Principal, Mitchell Kent, Elem. Principal, Kim Sandry, Business Manager; Jim Trulock, AD; Dan Hiemenz, ICS.

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

Pledge of Allegiance

Motion by Brandt, second by Ruitter, to approve the agenda with the addition of 6.3 Board Open Discussion.

Motion carried by unanimous vote.

Approval of Consent Agenda:

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

Motion carried by unanimous vote.

Adoption of Minutes

Approve payment of bills and financial reports.

Approve employment of Paraprofessional – R. Bratsch

Approve employment of Paraprofessional – R. Goldenstein

Approve employment of Paraprofessional - A. Behrends

Approve employment of Paraprofessional - K. Dambrotten

Accept resignation of Paraprofessional - R. Kimpling

Approve J. Zuidema and C. Thoen as Fall Co-Weight Room Coaches

Approve A. Lewandowski as Co- NHS Supervisor.

Communications Reports:

Dan Hiemenz : ICS Construction update.

Denise Smith: CER update

Jim Trulock: Activities update

Mitchell Kent: Elem. update

Judd Wheatley: HS/MS update

Sherri Broderius: District update.

Committee Report: none

Board Open Discussion: Discussed having open discussions.

Business Items:

Motion by Mueller, second by Thein, to certify the 23-24 Levy for the Maximum Amount.

Motion carried by unanimous vote.

Motion by Brant, second by Mueller, to approve the 22-23 Covid Plan.

Motion carried by unanimous vote.

Motion by Ruitter, second by Brandt, to approve moving the October 10 board meeting to October 3.

Motion carried by unanimous vote.

Motion by Ruitter, second by Brandt, to approve the Resolution relating to the Sale of General Obligation School Building Bonds, Series 2022A: Authorizing the issuance, and awarding the sale.

Roll call vote: For: Mueller, Thein, Schwitters, Ruitter, Alsum, Brandt

Against: none

Resolution passed and adopted.

Motion by Schwitters, second by Brandt, to approve the Resolution stating the intention of the School District to sell all property in Maynard to the Greater Maynard Community Fund.

Roll call vote: For: Mueller, Thein, Schwitters, Ruitter, Alsum, Brandt

Against: none

Resolution passed and adopted.

Motion by Ruitter, second by Mueller, to approve the MACCRAY 22-23 Literacy Plan.

Motion carried by unanimous vote.

Motion by Thein, second by Brandt, to approve the Resolution to approve a Cooperative with RCW for Girls Dance Team.

Roll call vote: For: Mueller, Thein, Schwitters, Ruitter, Alsum, Brandt

Against: none

Resolution passed and adopted.

Motion by Schwitters, second by Ruitter, to approve the MACCRAY Crisis Manual. Motion carried by unanimous vote.

Meetings and Workshops:

Regular Board Meeting, Monday, October 3, 6pm, MACCRAY Board Room

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

Adjournment of Meeting

Motion by Schwitters, second by Thein, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 7:40pm.

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	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Amount
													Date	
BND2	56674	5366	5366	5366	Check	1	2923	VISA - CABank		Yes	No	No	09/08/2022	1,190.55
BND2	56707	5367	5367	5367	Check	1	2854	CORY'S HOMETOWN ELECTRIC	Ind/Sole Proprietor	Yes	No	No	09/15/2022	2,961.12
BND2	56715	5368	5368	5368	Check	1	4897	BCI Construction Inc.		Yes	No	No	09/15/2022	272,510.67
BND2	56713	5369	5369	5369	Check	1	4798	Braun Intertec Corporation	S Corporation	Yes	No	No	09/15/2022	11,065.50
BND2	56724	5370	5370	5370	Check	1	4941	Dennis Environmental Operations		Yes	No	No	09/15/2022	50,435.30
BND2	56709	5371	5371	5371	Check	1	3592	Dooley's Natural Gas	C Corporation	Yes	No	No	09/15/2022	2,360.07
BND2	56703	5372	5372	5372	Check	1	01346	Duininck Incorporated		Yes	No	No	09/15/2022	138,171.33
BND2	56710	5373	5373	5373	Check	1	3785	Floor to Ceiling Store		Yes	No	No	09/15/2022	27,265.00
BND2	56720	5374	5374	5374	Check	1	4908	Gopher Stage Lighting Inc.		Yes	No	No	09/15/2022	39,698.18
BND2	56718	5375	5375	5375	Check	1	4902	Gunion Painting LLC		Yes	No	No	09/15/2022	28,423.32
BND2	56722	5376	5376	5376	Check	1	4934	Heartland Glass Co		Yes	No	No	09/15/2022	7,109.50
BND2	56700	5377	5377	5377	Check	1	00105	Hillyard / Hutchinson	C Corporation	Yes	No	No	09/15/2022	22,033.44
BND2	56725	5378	5378	5378	Check	1	5059	Hockenbergs Equip & Supply Inc		Yes	No	No	09/15/2022	156,463.68
BND2	56712	5379	5379	5379	Check	1	4559	ICS Consulting, LLC	S Corporation	Yes	No	No	09/15/2022	126,374.48
BND2	56705	5380	5380	5380	Check	1	2164	Innovative Office Solutions		Yes	No	No	09/15/2022	25,777.04
BND2	56721	5381	5381	5381	Check	1	4933	LVC Companies		Yes	No	No	09/15/2022	21,622.32
BND2	56717	5382	5382	5382	Check	1	4901	Masters Plumbing Heating & Cooling LLC		Yes	No	No	09/15/2022	101,035.37
BND2	56708	5383	5383	5383	Check	1	2877	Matheson Tri Gas		Yes	No	No	09/15/2022	32,999.87
BND2	56716	5384	5384	5384	Check	1	4898	Southern Minnesota Woodcraft, Inc.		Yes	No	No	09/15/2022	110,479.68
BND2	56714	5385	5385	5385	Check	1	4860	Spartan Steel Erectors		Yes	No	No	09/15/2022	3,800.00
BND2	56723	5386	5386	5386	Check	1	4935	St. Cloud Acoustics		Yes	No	No	09/15/2022	114,076.00
BND2	56701	5387	5387	5387	Check	1	00457	Torkelson's Lock Service	LLC - Partnership	Yes	No	No	09/15/2022	595.50
BND2	56711	5388	5388	5388	Check	1	4242	Turbo Turf, LLC		Yes	No	No	09/15/2022	20,400.00
BND2	56719	5389	5389	5389	Check	1	4907	Ultra Concrete		Yes	No	No	09/15/2022	47,134.02
BND2	56702	5390	5390	5390	Check	1	00666	West Central Roofing Cont.	C Corporation	Yes	No	No	09/15/2022	14,266.52
BND2	56706	5391	5391	5391	Check	1	2751	Willmar Electric Service	C Corporation	Yes	No	No	09/15/2022	279,039.32
BND2	56704	5392	5392	5392	Check	1	1469	Xcel Energy	C Corporation	Yes	No	No	09/15/2022	193.38
Pay	56761				Wire	1	00867	PERA		No	No	No	09/16/2022	8,148.30
Pay	56762				Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	09/16/2022	31,480.14
Pay	56763				Wire	1	2181	Aviben	C Corporation	No	No	No	09/16/2022	11,928.71
Pay	56764				Wire	1	2385	MN Department of Revenue		No	No	No	09/16/2022	9,205.41
Pay	56765				Wire	1	2875	Internal Revenue Service		No	No	No	09/16/2022	58,229.66
Pay	56766				Wire	1	2985	Aviben FLEX		No	No	No	09/16/2022	2,960.99
Pay	56648	56709	56709	56709	Check	1	01912	Scan Air Filter, Inc.		Yes	No	No	09/01/2022	1,040.78
Pay	56649	56710	56710	56710	Check	1	1469	Xcel Energy	C Corporation	Yes	No	No	09/01/2022	5,876.60
Pay	56653	56711	56711	56711	Check	1	2181	Aviben	C Corporation	Yes	No	No	09/06/2022	118.62
Pay	56658	56712	56712	56712	Check	1	2928	Borch's Sporting Goods, Inc		Yes	No	No	09/06/2022	18.00
Bank Total:													\$1,657,481.16	

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		56667	56713	Check	1	5150	Camden Recap		Yes	No	No	09/06/2022	80.00
Pay		56651	56714	Check	1	00246	City of Raymond		Yes	No	No	09/06/2022	77.58
Pay		56650	56715	Check	1	00048	Clara City Telephone Company	C Corporation	Yes	No	No	09/06/2022	442.26
Pay		56664	56716	Check	1	4234	Clean Site LLC		Yes	No	No	09/06/2022	220.00
Pay		56655	56717	Check	1	2456	CLIMB Theatre	C Corporation	Yes	No	No	09/06/2022	1,800.00
Pay		56665	56718	Check	1	5039	Donner's Garage Inc	S Corporation	Yes	No	No	09/06/2022	502.41
Pay		56661	56719	Check	1	3562	Hansen Advertising, Inc.		Yes	No	No	09/06/2022	401.00
Pay		56662	56720	Check	1	3669	Heartland Payment Systems		Yes	No	No	09/06/2022	435.00
Pay		56663	56721	Check	1	3993	MACCRAY Football		Yes	No	No	09/06/2022	665.00
Pay		56660	56722	Check	1	3006	MACCRAY Lunch		Yes	No	No	09/06/2022	90.00
Pay		56656	56723	Check	1	2839	MACCRAY Student Council		Yes	No	No	09/06/2022	1,468.00
Pay		56657	56724	Check	1	2877	Matheson Tri Gas		Yes	No	No	09/06/2022	60.69
Pay		56659	56725	Check	1	2992	PITNEY BOWES GLOBAL FINANCIAL	C Corporation	Yes	No	No	09/06/2022	216.18
Pay		56666	56726	Check	1	5134	Real OT Solutions		Yes	No	No	09/06/2022	1,211.63
Pay		56652	56727	Check	1	1640	Really Good Stuff		Yes	No	No	09/06/2022	139.67
Pay		56654	56728	Check	1	2347	Rochester Telecom Systems	S Corporation	Yes	No	No	09/06/2022	38.80
Pay		56670	56729	Check	1	4794	ANDERSON, JEREMY	Ind/Sole Proprietor	Yes	No	No	09/08/2022	120.00
Pay		56668	56730	Check	1	3805	Belseth, Bruce		Yes	No	No	09/08/2022	120.00
Pay		56669	56731	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	09/08/2022	180.00
Pay		56672	56732	Check	1	4797	Hastings, Shane		Yes	No	No	09/08/2022	120.00
Pay		56671	56733	Check	1	4796	Johnson, Jesse		Yes	No	No	09/08/2022	120.00
Pay		56673	56734	Check	1	5151	Seela, Joel	Ind/Sole Proprietor	Yes	No	No	09/08/2022	120.00
Pay		56675	56735	Check	1	2923	VISA - CABank		Yes	No	No	09/08/2022	120.00
Pay		56692	56736	Check	1	4982	ABRAHAMSON, MARY ALICE	Ind/Sole Proprietor	Yes	No	No	09/09/2022	2,603.13
Pay		56684	56737	Check	1	1035	Beseman, Kathi		Yes	No	No	09/09/2022	300.00
Pay		56693	56738	Check	1	5084	Brouwer, Eileen	Ind/Sole Proprietor	Yes	No	No	09/09/2022	47.51
Pay		56678	56739	Check	1	00138	City of Maynard	Ind/Sole Proprietor	Yes	No	No	09/09/2022	90.00
Pay		56689	56740	Check	1	4179	Connecting Point Computer Center	S Corporation	Yes	No	No	09/09/2022	1,836.75
Pay		56685	56741	Check	1	1401	Hansen, Lonnie		Yes	No	No	09/09/2022	2,460.00
Pay		56691	56742	Check	1	4626	Kubota Leasing		Yes	No	No	09/09/2022	2,053.47
Pay		56683	56743	Check	1	00761	Merle's Repair	Ind/Sole Proprietor	Yes	No	No	09/09/2022	583.78
Pay		56679	56744	Check	1	00160	MN State High School League		Yes	No	No	09/09/2022	58.25
Pay		56687	56745	Check	1	3498	New London Spicer School		Yes	No	No	09/09/2022	3,558.50
Pay		56688	56746	Check	1	3860	Owen, Selena		Yes	No	No	09/09/2022	100.00
Pay		56694	56747	Check	1	5152	Rochester 100 Inc.		Yes	No	No	09/09/2022	8.90
Pay		56681	56748	Check	1	00308	SW & WC Service Cooperative		Yes	No	No	09/09/2022	580.00
Pay		56686	56749	Check	1	2943	Sweep Hardware	Ind/Sole Proprietor	Yes	No	No	09/09/2022	56,400.19
Pay		56682	56750	Check	1	00734	Tostenson, Inc.	C Corporation	Yes	No	No	09/09/2022	1,010.81
Pay		56690	56751	Check	1	4242	Turbo Turf, LLC		Yes	No	No	09/09/2022	255.10
									Yes	No	No		499.80

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		56680	56752	Check	1	00258	Wilmar Public Schools		Yes	No	No	09/09/2022	5,359.95
Pay		56695	56753	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	09/11/2022	180.00
Pay		56696	56754	Check	1	3132	Manthei, Howard		Yes	No	No	09/13/2022	120.00
Pay		56697	56755	Check	1	4951	Henjum, Briana	Ind/Sole Proprietor	Yes	No	No	09/13/2022	120.00
Pay		56737	56756	Check	1	4016	Almich's Market	S Corporation	Yes	No	No	09/15/2022	12.98
Pay		56735	56757	Check	1	3851	Blick Art Materials	S Corporation	Yes	No	No	09/15/2022	293.71
Pay		56738	56758	Check	1	4329	Broderius, Sherri		Yes	No	No	09/15/2022	261.88
Pay		56732	56759	Check	1	01432	Chappell Central, Inc.	S Corporation	Yes	No	No	09/15/2022	296.00
Pay		56726	56760	Check	1	00044	City of Clara City		Yes	No	No	09/15/2022	798.92
Pay		56743	56761	Check	1	4979	Coordinated Business Systems	S Corporation	Yes	No	No	09/15/2022	1,359.18
Pay		56742	56762	Check	1	4799	Dannen, Laura		Yes	No	No	09/15/2022	279.24
Pay		56741	56763	Check	1	4608	Dufault Publishing Inc		Yes	No	No	09/15/2022	105.08
Pay		56727	56764	Check	1	00266	Hobart Sales and Service		Yes	No	No	09/15/2022	867.69
Pay		56736	56765	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	09/15/2022	12,302.52
Pay		56734	56766	Check	1	2508	KDMA	C Corporation	Yes	No	No	09/15/2022	687.50
Pay		56739	56767	Check	1	4410	MN PEIP		Yes	No	No	09/15/2022	85,456.74
Pay		56740	56768	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC	LLC - Partnership	Yes	No	No	09/15/2022	12,734.87
Pay		56731	56769	Check	1	00763	Pan-O-Gold Baking Company	C Corporation	Yes	No	No	09/15/2022	172.67
Pay		56729	56770	Check	1	00650	Prinsburg Farmers Coop		Yes	No	No	09/15/2022	139.89
Pay		56733	56771	Check	1	1477	Print Masters	S Corporation	Yes	No	No	09/15/2022	3,832.00
Pay		56728	56772	Check	1	00403	Rustad Bus Service		Yes	No	No	09/15/2022	900.00
Pay		56730	56773	Check	1	00701	Southside Lumber	C Corporation	Yes	No	No	09/15/2022	62.45
Pay		56744	56774	Check	1	5153	Stony Creek Dairy		Yes	No	No	09/15/2022	646.00
Pay		56747	56775	Check	1	3592	Dooley's Natural Gas	C Corporation	Yes	No	No	09/15/2022	2,473.89
Pay		56748	56776	Check	1	00048	Clara City Telephone Company	C Corporation	Yes	No	No	09/15/2022	125.10
Pay		56749	56777	Check	1	00048	Clara City Telephone Company	C Corporation	Yes	No	No	09/15/2022	43.28
Pay		56750	56778	Check	1	3130	BCA		Yes	No	No	09/15/2022	15.00
Pay		56752	56779	Check	1	00878	American Family -AFLAC		Yes	No	No	09/16/2022	271.44
Pay		56755	56780	Check	1	1039	Citizens Alliance Bank		Yes	No	No	09/16/2022	535.00
Pay		56760	56781	Check	1	4802	Colonial Life		Yes	No	No	09/16/2022	1,071.21
Pay		56759	56782	Check	1	4594	Kensington Bank		Yes	No	No	09/16/2022	247.00
Pay		56756	56783	Check	1	3014	LegalShield		Yes	No	No	09/16/2022	12.95
Pay		56753	56784	Check	1	00880	MACCRAY Education Association		Yes	No	No	09/16/2022	52.25
Pay		56757	56785	Check	1	4043	MIN Child Support Center		Yes	No	No	09/16/2022	51.00
Pay		56754	56786	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	09/16/2022	24.00
Pay		56758	56787	Check	1	4575	Old National Bank		Yes	No	No	09/16/2022	100.00
Pay		56751	56788	Check	1	00023	UNUM Life Insurance Company		Yes	No	No	09/16/2022	214.20
Pay		56767	56789	Check	1	4614	Wabasso Public School		Yes	No	No	09/16/2022	150.00
Pay		56768	56790	Check	1	3886	GRANITE FALLS OFFICIAL ASSOC.	Ind/Sole Proprietor	Yes	No	No	09/16/2022	240.00

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		56769	56791	Check	1	3595	Dripps, Jackie		Yes	No	No	09/20/2022	120.00
Pay		56770	56792	Check	1	4968	Kleinwolterink, John	Ind/Sole Proprietor	Yes	No	No	09/20/2022	120.00
Pay		56771	56793	Check	1	5149	Lac qui Parle Valley/Dawson-Boyd		Yes	No	No	09/20/2022	100.00
Pay		56800	56794	Check	1	5155	All About Learning Press, Inc	Ind/Sole Proprietor	Yes	No	No	09/21/2022	232.65
Pay		56793	56795	Check	1	4634	Baumberger, Chris		Yes	No	No	09/21/2022	120.00
Pay		56778	56796	Check	1	1680	BSN Sports, LLC	C Corporation	Yes	No	No	09/21/2022	1,924.50
Pay		56797	56797	Check	1	4956	Camden Conference		Yes	No	No	09/21/2022	500.00
Pay		56776	56798	Check	1	01432	Chappell Central, Inc.	S Corporation	Yes	No	No	09/21/2022	542.29
Pay		56772	56799	Check	1	00046	Clara City Herald	S Corporation	Yes	No	No	09/21/2022	743.80
Pay		56774	56800	Check	1	00893	Dallas Kluksdal	Ind/Sole Proprietor	Yes	No	No	09/21/2022	300.00
Pay		56785	56801	Check	1	3592	Dooley's Natural Gas	C Corporation	Yes	No	No	09/21/2022	5,580.33
Pay		56791	56802	Check	1	4194	Drex-mart	S Corporation	Yes	No	No	09/21/2022	328.45
Pay		56786	56803	Check	1	3821	Erbes, Wayne	Ind/Sole Proprietor	Yes	No	No	09/21/2022	120.00
Pay		56788	56804	Check	1	3825	Fury, Jerry	Ind/Sole Proprietor	Yes	No	No	09/21/2022	120.00
Pay		56773	56805	Check	1	00105	Hillyard / Hutchinson	C Corporation	Yes	No	No	09/21/2022	1,520.36
Pay		56792	56806	Check	1	4326	Kennedy & Graven, Chartered	C Corporation	Yes	No	No	09/21/2022	493.50
Pay		56777	56807	Check	1	1028	Kimpling, Rhonda		Yes	No	No	09/21/2022	50.00
Pay		56779	56808	Check	1	2606	Lightspeed Technologies	C Corporation	Yes	No	No	09/21/2022	9,827.00
Pay		56787	56809	Check	1	3823	Lusfield, Bob	Ind/Sole Proprietor	Yes	No	No	09/21/2022	120.00
Pay		56794	56810	Check	1	4660	MACCRAY Tech Insurance		Yes	No	No	09/21/2022	13.00
Pay		56781	56811	Check	1	2877	Matheson Tri Gas		Yes	No	No	09/21/2022	11.56
Pay		56784	56812	Check	1	3478	Miller, Blair		Yes	No	No	09/21/2022	120.00
Pay		56783	56813	Check	1	3266	MN State High School Math League		Yes	No	No	09/21/2022	600.00
Pay		56789	56814	Check	1	3850	Olson, Jessica		Yes	No	No	09/21/2022	20.50
Pay		56782	56815	Check	1	3139	Rambow, Inc.		Yes	No	No	09/21/2022	427.00
Pay		56796	56816	Check	1	4919	Reese Prokosch	Ind/Sole Proprietor	Yes	No	No	09/21/2022	150.00
Pay		56790	56817	Check	1	3987	Sarlettes Music	Ind/Sole Proprietor	Yes	No	No	09/21/2022	2,297.89
Pay		56780	56818	Check	1	2781	Teacher Created Resources		Yes	No	No	09/21/2022	57.94
Pay		56795	56819	Check	1	4830	Trafera Holdings, LLC	Partnership	Yes	No	No	09/21/2022	1,502.85
Pay		56775	56820	Check	1	00905	Trulock, James		Yes	No	No	09/21/2022	26.67
Pay		56801	56821	Check	1	5156	Vela, Judith		Yes	No	No	09/21/2022	425.00
Pay		56799	56822	Check	1	5130	VersareSolutions, LLC		Yes	No	No	09/21/2022	1,450.90
Pay		56798	56823	Check	1	4963	Wendorff, Ann		Yes	No	No	09/21/2022	206.25
Pay		56810	56824	Check	1	3595	Dripps, Jackie		Yes	No	No	09/26/2022	120.00
Pay		56811	56825	Check	1	4968	Kleinwolterink, John	Ind/Sole Proprietor	Yes	No	No	09/26/2022	120.00
Pay		56814	56826	Check	1	4968	Kleinwolterink, John	Ind/Sole Proprietor	Yes	No	No	09/28/2022	120.00
Pay		56813	56827	Check	1	4813	Pennie-Roy, Heather		Yes	No	No	09/28/2022	120.00
Pay		56819	56828	Check	1	5163	Duckworth, Jerry	Ind/Sole Proprietor	Yes	No	No	09/29/2022	120.00
Pay		56818	56829	Check	1	5162	Goebel, Paul	Ind/Sole Proprietor	Yes	No	No	09/29/2022	120.00

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	Amount
									Yes	No	No	Date	
Pay		56820	56830	Check	1	5164	Jenderseck, John	Ind/Sole Proprietor	Yes	No	No	09/29/2022	120.00
Pay		56817	56831	Check	1	5161	Rothstein, Bill	Ind/Sole Proprietor	Yes	No	No	09/29/2022	120.00
Pay		56821	56832	Check	1	5165	Shepard, Patrick	Ind/Sole Proprietor	Yes	No	No	09/29/2022	120.00
Pay		56845	56833	Check	1	3053	BOLD Public Schools		Yes	No	No	09/30/2022	60.00
Pay		56852	56834	Check	1	4329	Broderius, Sherri		Yes	No	No	09/30/2022	124.38
Pay		56838	56835	Check	1	1680	BSN Sports, LLC	C Corporation	Yes	No	No	09/30/2022	444.95
Pay		56835	56836	Check	1	01432	Chappell Central, Inc.	S Corporation	Yes	No	No	09/30/2022	148.50
Pay		56842	56837	Check	1	1960	Chippewa County Auditor/Treasurer		Yes	No	No	09/30/2022	1,320.91
Pay		56826	56838	Check	1	00138	City of Maynard		Yes	No	No	09/30/2022	50.72
Pay		56828	56839	Check	1	00246	City of Raymond		Yes	No	No	09/30/2022	58.30
Pay		56844	56840	Check	1	2930	Condon, Stephanie		Yes	No	No	09/30/2022	54.96
Pay		56822	56841	Check	1	00056	DAVE'S PLUMBING REPAIR	Ind/Sole Proprietor	Yes	No	No	09/30/2022	250.00
Pay		56846	56842	Check	1	3225	Dikken, Julie		Yes	No	No	09/30/2022	33.75
Pay		56839	56843	Check	1	1762	Donners Crossroads Truckstop	S Corporation	Yes	No	No	09/30/2022	95.36
Pay		56823	56844	Check	1	00077	Farmers Coop Oil Co.	C Corporation	Yes	No	No	09/30/2022	71.61
Pay		56840	56845	Check	1	1922	Frontier	C Corporation	Yes	No	No	09/30/2022	184.49
Pay		56824	56846	Check	1	00094	Gopher Sport	C Corporation	Yes	No	No	09/30/2022	90.20
Pay		56825	56847	Check	1	00105	Hillyard / Hutchinson	C Corporation	Yes	No	No	09/30/2022	1,144.93
Pay		56829	56848	Check	1	00266	Hobart Sales and Service		Yes	No	No	09/30/2022	1,509.25
Pay		56849	56849	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	09/30/2022	12,813.15
Pay		56848	56850	Check	1	3523	IXL Learning		Yes	No	No	09/30/2022	1,913.00
Pay		56833	56851	Check	1	01073	Kandyohi County Auditor/Treas		Yes	No	No	09/30/2022	1,416.31
Pay		56851	56852	Check	1	4326	Kennedy & Graven, Chartered	C Corporation	Yes	No	No	09/30/2022	423.00
Pay		56847	56853	Check	1	3333	LacQuiParle Schools		Yes	No	No	09/30/2022	75.00
Pay		56834	56854	Check	1	01216	Lakeshore Learning Materials	S Corporation	Yes	No	No	09/30/2022	321.10
Pay		56843	56855	Check	1	2877	Matheson Tri Gas		Yes	No	No	09/30/2022	528.12
Pay		56827	56856	Check	1	00164	Montevideo Public Schools	C Corporation	Yes	No	No	09/30/2022	45.00
Pay		56841	56857	Check	1	1936	Palmer Bus Service, Inc	C Corporation	Yes	No	No	09/30/2022	71,714.82
Pay		56831	56858	Check	1	00763	Pan-O-Gold Baking Company	C Corporation	Yes	No	No	09/30/2022	561.23
Pay		56855	56859	Check	1	5118	Quadient Finance USA, Inc.		Yes	No	No	09/30/2022	700.00
Pay		56854	56860	Check	1	5036	Simply Good Food LLC	LLC - Partnership	Yes	No	No	09/30/2022	289.00
Pay		56853	56861	Check	1	4428	Strunc, Amy		Yes	No	No	09/30/2022	218.75
Pay		56830	56862	Check	1	00666	West Central Roofing Cont.	C Corporation	Yes	No	No	09/30/2022	416.23
Pay		56832	56863	Check	1	00844	West Central Sanitation, Inc.	C Corporation	Yes	No	No	09/30/2022	2,395.51
Pay		56850	56864	Check	1	4245	Wheatley, Judd		Yes	No	No	09/30/2022	177.50
Pay		56837	56865	Check	1	1469	Xcel Energy	C Corporation	Yes	No	Yes	09/30/2022	0.00
Pay		56836	56866	Check	1	01768	Yellow Medicine East Schools		Yes	No	No	09/30/2022	4,166.91

Ind. School District #2180
Exp Summary - Fd, Pro Series
Period Ending September 30, 2022

Sequence: Fd, Pro

		23ORIG							
Description		Annual Budget	Period 202303	Year To Date	% YTD Encumbrances	+ Enc	% YTD	Remaining Balance	
01	General								
000	Administration	661,619.00	28,726.72	118,795.19	18%	6,751.00	19%	536,072.81	
100	District Support Services	324,221.00	23,918.51	70,712.20	22%	884.49	22%	252,624.31	
200	Elem & Secondary Regular Instr	4,385,275.00	185,949.95	261,290.59	6%	105,995.75	8%	4,017,988.66	
300	Vocational Education Instr	252,783.00	9,239.48	11,669.94	5%	528.12	5%	240,584.94	
400	Special Education Instr	1,818,456.00	78,960.20	151,314.65	8%	2,013.68	8%	1,665,127.67	
600	Instructional Support Services	566,698.00	39,597.14	145,305.94	26%	2,582.90	26%	418,809.16	
700	Pupil Support Services	1,199,574.00	17,945.37	61,995.77	5%	430.60	5%	1,137,147.63	
800	Sites & Buildings	849,825.00	54,786.02	160,614.49	19%	16,683.13	21%	672,527.38	
900	Fiscal & Other Fixed Costs	100,000.00	0.00	22,494.52	22%	0.00	22%	77,505.48	
01	General	10,158,451.00	439,123.39	1,004,193.29	10%	135,869.67	11%	9,018,388.04	
02	Food Service								
700	Pupil Support Services	466,700.00	20,351.19	50,429.55	11%	15,172.63	14%	401,097.82	
02	Food Service	466,700.00	20,351.19	50,429.55	11%	15,172.63	14%	401,097.82	
04	Community Service								
500	Community Ed & Services	538,787.00	22,500.55	59,904.73	11%	1,149.61	11%	477,732.66	
04	Community Service	538,787.00	22,500.55	59,904.73	11%	1,149.61	11%	477,732.66	
05	Capital Outlay								
200	Elem & Secondary Regular Instr	5,000.00	0.00	130.47	3%	74,105.06	1485%	(69,235.53)	
600	Instructional Support Services	2,000.00	0.00	0.00	0%	0.00	0%	2,000.00	
800	Sites & Buildings	338,578.00	4,694.62	83,072.17	25%	416.23	25%	255,089.60	
05	Capital Outlay	345,578.00	4,694.62	83,202.64	24%	74,521.29	46%	187,854.07	
07	Debt Redemption								
900	Fiscal & Other Fixed Costs	2,640,763.00	0.00	(568,241.67)	(22%)	569,191.67	0%	2,639,813.00	
07	Debt Redemption	2,640,763.00	0.00	(568,241.67)	(22%)	569,191.67	0%	2,639,813.00	
21	Student Activity								
200	Elem & Secondary Regular Instr	0.00	8,944.01	19,619.89	0%	2,995.31	0%	(22,615.20)	
21	Student Activity	0.00	8,944.01	19,619.89	0%	2,995.31	0%	(22,615.20)	
Report Totals:		14,150,279.00	495,613.76	649,108.43	5%	798,900.18	10%	12,702,270.39	



MACCRAY Community Ed & Rec
Denise Smith, Director

October 2022 School Board Report

Highlights

- ❖ Fall Youth Football
 - 56er Flag Football - 37 Kids
 - Head Coaches: Nathan Bourne, Lucas Post, Mark Schleski
 - Thanks to RCW – Helmets
 - Thanks to Willmar Rec – Shoulder Pads
 - 3rd/4th Grade Flag Football – 28 Kids
 - 3 Teams/Willmar League
 - Coaches: Zach Goeman, Jake Gora, Adam Hess, Matt Kleinhuizen, Ben Peterson
 - 1st/2nd Grade Flag Football – 26 Kids

- ❖ ECFE & Pre-school Screening
 - ECFE Back to School Fall Picnic – Approx. 150+ people
 - M-Cubs – Starts on October 4th
 - Preschool Screening – September 26th – 29 kids
 - Thanks to Bethany Reformed Church
 - Pumpkin Patch Party – October 29th

- ❖ Youth Scholarship Fund
 - Current Balance: \$3,587.02

- ❖ MACCRAY Performing Arts Auditorium (MPAA)
 - Area Site Visits
 - Added into Facility Use Policy
 - Developing Auditorium Use Forms and Etiquette Requirements
 - Developing Shared Calendar – Internal & External Use
 - Inaugural Concert – Nancy Harms on Saturday, December 10th
 - 2180 Foundation Meal

- ❖ Facility Use
 - Esos Fall Youth Baseball League/Zach Nelson – Raymond Fields
 - Girl Scouts Meeting September 26th

October 2022 Activities Director Report

- I. Discuss/approve a gymnastics pairing with Benson/KMS.**
- II. Here are the dates of the upcoming tournaments.**
 - **The volleyball conference championship game is hosted by the South this year on Monday, October 17 at 7:00. At this time, we are in the lead of the Camden North.**

 - **Girls Tennis:** Team - October 4 @ High Seed
Team - October 6 @ Sioux Falls
Individual - October 13 & 18 @ Sioux Falls

 - **Football:** Tuesday, Oct. 25 @ High Seed
Saturday, Oct. 29 @ High Seed
Friday, Nov 5 @ SMSU

 - **Volleyball:** Friday, Oct. 28 @ High Seed
November 1 @ High Seed
November 3 @ TBD
November 5 @ SMSU

 - **Cross Country** Thursday, Oct. 27 @ Luverne
- III. I will give you the fall participation numbers at the November meeting.**
- IV. Since we have moved the “Musical” to the Spring Performance, we have begun Fall Play tryouts and practices. They will be performing the “Wizard of Oz” on November 10th & 11th at 6:00, and on November 12th at 10:00 am.**

October 3, 2022

Superintendent report to MACCRAY School Board

1. At this writing on Friday, September 30, 2022, I am prepping for a meeting with the school attorney regarding a purchase agreement for West Elementary. Julie and I met with Mayor Richard Groothius and John Meyer earlier this week to discuss details of the purchase agreement. Today Chris and I will meet the attorney with those details. Julie and I will share more information on Monday night.
2. I got a call from Mayor Ardell Tensen yesterday and I need to call him back but he also is interested in getting a purchase agreement done for the portion of the East Elementary building. We will have our attorney compose an agreement for that building to be turned over to the city and the church to include a lease of \$1 a year to use the ball fields until the district decides to go another direction. We will include this discussion with our attorney this afternoon also and will include further discussion at the board meeting on Monday night.
3. Dan will not be available to be at the meeting on Monday night but he will send a budget (which hasn't changed much at all since September) along with pictures. We will not host a tour and are very hopeful to host a tour for the board on the November 14, 2022, board meeting when the performing arts auditorium will be open.
4. We hosted a flag raising event last Monday. I reviewed flag etiquette, the meaning of the colors and stripes of the flag, had juniors and seniors of the band play America the Beautiful while the veterans raised the flag. We ended with the 5th graders leading us in the Pledge of Allegiance to the flag. We wanted to wait on the flag raising until we had electricity to the flag so the flags would be illuminated.
5. I am working with a group I am on to try to secure employees from MACCRAY to work the Free Summer Food Service Program for 2023. A lot of our employees work a 9 month contract so I'm not sure who will be interested but am working on that.
6. On September 29, 2022, we have the Closing Memorandum for the \$725,000 general obligation school building bonds. As always Ehlers has been great to work with as their communications are impeccable.

Board Report
MACCRAY Senior High School
October 3, 2022

****Note:** To start, please forgive my absence this month. My wife and I are celebrating our 25th anniversary this weekend and had planned a long weekend prior to the meeting being moved up a week.

The First Month:

- Things are operating smoothly now. We seem to have ironed out some of the minor glitches that were bound to happen the first couple of weeks. Student have adjusted to the new layout, lunches are operating more smoothly, and everyone has adjusted to being back in school.
- Homecoming week (9/26-30) was a success. We started the week with coronation and then rolled into a dodgeball tournament, staff v. student volleyball game, powderpuff flag football, and a district-wide pep rally that included games, speeches, a dance competition, and a LOUD fight song! The week culminated in a football game and post-game bonfire for 6-12, with refreshments for the students.
- Numerous student activities are up and running.
- We had our Yearly evacuation drill. I asked for feedback from the staff, and it has been shared with Chippewa County for their review. Overall, it was a success.

Upcoming:

- 10/4 - Tour of Manufacturing
- Jostens meeting with 10th and 12th grades
- 10/7 - Vision and hearing screening part one
- 10/10 - Staff workshop
- 10/14 - Vision and hearing screening part two and ASVAB process begins
- 10/19 and 27 - P/T Conferences

Respectfully submitted -

Judd Wheatley
MACCRAY Sr. High Principal

MACCRAY Elementary School
Board Report
October 3, 2022

- First month update
- STAR Results
- Homecoming
- Elementary PLCs
 - Literacy Plan and MTSS
- Hiring
 - Elementary Physical Education position is open
- Upcoming Events
 - -

Mitchell Kent
Elementary School Principal

Adopted: _____

MSBA/MASA Model Policy 722

Orig. 2017

Revised: _____

Rev. 2022

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

- A. All requests for public data must be made in writing directed to the responsible authority.
 - 1. A request for public data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact the requestor (such as phone number, address, or email address).
 - 2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
 - 3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
 - 4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
 - 1. The responsible authority will notify the requestor in writing as follows:
 - a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
 1. A request for the preparation of summary data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
 1. The estimated costs of preparing the summary data, if any; and
 2. The summary data requested; or
 3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
 4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
 - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
 - 2. Date the request is made;
 - 3. A clear description of the data requested;
 - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
 - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

- A. Public Data
 - 1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
 - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
 - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
 - 2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

[Note: the district should identify the payment methods that it will accept.]

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:

[Name]

[Location]

[Phone number; email address]

Data Practices Compliance Official:

[Name]
[Location]
[Phone number; email address]

Data Practices Designee(s):

[Name]
[Location]
[Phone number; email address]

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: _____

MSBA/MASA Model Policy 522

Orig. 1995

Revised: _____

Rev. 2022

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

[Note: On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 Code of Federal Regulations part 106. These regulations, which went into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. The extensive regulations will require districts to revise their policies and procedures with respect to sexual harassment and ensure that administration and staff are trained on the new requirements.]

The final rule requires school districts to provide notice of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school district will respond to the following groups: applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the school district. 34 Code of Federal Regulations section 106.8(b). The provisions of this policy generally conform to the requirements of the new regulations.]

I. GENERAL STATEMENT OF POLICY

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

[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES) EMAIL ADDRESS(ES)]

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

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

II. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant

evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
 - 1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 - 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 - 3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).
- L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
 - 1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible

for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

[NOTE: It is recommended that school districts designate a primary Title IX Coordinator and at least one alternate Title IX Coordinator so that the alternate can undertake Title IX Coordinator responsibilities in the event the primary Title IX Coordinator is a party to a complaint or is otherwise not qualified under this policy to serve in that role in a particular case.]

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

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

a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

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

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

D. Confidentiality

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

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

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

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

F. Notice

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

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

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

I. Burden of Proof

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

J. Timelines

[NOTE: The Title IX regulations require reasonably prompt timeframes for conclusion of the grievance process, but do not specify any particular timeframes. The time periods below are suggested. School districts may establish their own district-specific timeline, although it is recommended that legal counsel be consulted before adjusting time periods.]

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

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

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information. A report may also be

made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

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

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

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

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

B. Employee Administrative Leave

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

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school

district employee sexually harassed a student.

- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

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

[NOTE: For example, school districts are reminded of the obligation under Minnesota Statutes section 122A.20, subdivision 2, to make a mandatory report to the Minnesota Professional Educator Licensing and Standards Board concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

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

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

written determination of responsibility must include the following:

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

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

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

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 1. The Title IX definition of sexual harassment;
 2. The scope of the school district's education program or activity;
 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
 - C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

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

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report

or formal complaint of sexual harassment. In each instance, the school district must document:

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

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

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

Legal References:

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

Cross References:

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

Adopted: _____

MSBA/MASA Model Policy 522

Orig. 1995

Revised: _____

Rev. 2022

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

[Note: On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 Code of Federal Regulations-F.R. Part 106. These regulations, which ~~go~~ went into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. The extensive regulations will require districts to revise their policies and procedures with respect to sexual harassment and ensure that administration and staff are trained on the new requirements.

The final rule requires school districts to provide notice of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school district will respond to the following groups: applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the school district. 34 Code of Federal Regulations section C.F.R. 106.8(b). The provisions of this policy generally conform to the requirements of the new regulations].

I. GENERAL STATEMENT OF POLICY

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

[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES) EMAIL ADDRESS(ES)]

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

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

II. DEFINITIONS

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

information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
 - 1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 - 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 - 3. Any instance of sexual assault (as defined in the Clery Act, 20 [United States Code section ~~U.S.C.~~ 1092\(f\)\(6\)A\(v\)](#)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 [United States Code section ~~U.S.C.~~ 12291](#)).
- L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under [Minnesota Statutes section ~~Minn. Stat.~~ 121A.41](#), as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
 - 1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under

this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

[NOTE: It is recommended that school districts designate a primary Title IX Coordinator and at least one alternate Title IX Coordinator so that the alternate can undertake Title IX Coordinator responsibilities in the event the primary Title IX Coordinator is a party to a complaint or is otherwise not qualified under this policy to serve in that role in a particular case.]

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

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

3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

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

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

D. Confidentiality

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

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

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

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

F. Notice

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

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

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

I. Burden of Proof

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

J. Timelines

[NOTE: The Title IX regulations require reasonably prompt timeframes for conclusion of the grievance process, but do not specify any particular timeframes. The time periods below are suggested. School districts may establish their own district-specific timeline, although it is recommended that legal counsel be consulted before adjusting time periods.]

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

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

IV. REPORTING PROHIBITED CONDUCT

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

or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

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

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

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

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

B. Employee Administrative Leave

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

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school

district employee sexually harassed a student.

- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

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

[NOTE: For example, school districts are reminded of the obligation under Minnesota Statutes section ~~Minn.-Stat.~~ 122A.20, subdivisions ~~subd.~~ 2, to make a mandatory report to the Minnesota Professional Educator Licensing and Standards Board concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

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

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must

issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

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

XI. APPEALS

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

interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

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

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal

resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

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

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

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

Legal References:

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

Cross References:

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

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgement, that use will not interfere with use for school purposes.

III. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

- A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.
- B. Requests for use of school facilities by community groups or individuals shall be made through the MACCRAY Community Ed & Rec office. The administration will present recommended procedures for the processing and review of requests to the school board.
- C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, food service staff, and supervisory service if deemed necessary. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedures shall be presented for review and approval by the school board.
- D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

IV. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto.

V. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment.

VI. REGULATIONS, PROCEDURES & FEES

A. Facility use requests shall be made by completing the Facility Request Use form and submitting the necessary form to the MACCRAY Community Ed & Rec office. Use requests must be made ten (10) business days prior to the first requested date of use. Use requests received less than the required minimum notice will be processed if possible.

B. Priority of use of school facilities will be based on the following classification schedule:

Class 1: First priority will be to school sanctioned activities and organizations of the school and community education activities.

Class 2: Second priority will be to youth groups who have no participation fee and charge no admission for the event and to non-profit organizations & civic organizations.

Class 3: Third priority will be to youth groups who charge a participation fee and/or have an admission for the event.

Class 4: Fourth priority will be to community businesses and for-profit groups & organizations.

C. The use of school facilities must be in the public interest. Any activity which would be detrimental to the purpose of the school shall not be allowed. The school district reserves the right to reject or cancel any reservation. The following requests for use of school buildings must have special consent of the School Board:

- I. Use of buildings for religious services.
- II. Use of buildings for conventions.
- III. Use of buildings for political meetings.
- IV. Use of buildings and grounds for commercial displays.

D. The school board will set all rental, staffing, and equipment fees. Facility rental fees will be assessed based on the following class designation. Staff deemed necessary for the event include but are not limited to janitors, food service staff, and supervisors.

Class 1: Free

Class 2 and Class 3: Free use of the facility, but the group will be charged for actual staffing expenses deemed necessary for the event.

Class 4: A rental fee will be assessed plus any staffing expenses deemed necessary for the event. Fees for the rental of space and use of equipment will be reviewed annually. See Addendum A.

The rental fee for commercial, private company, or large group use of the facility must be negotiated each time. Commercial and large groups are required to use MACCRAY staff for the event.

- E. At least one person from the school food service staff shall be in attendance any time major kitchen equipment (ovens, stoves, dishwasher, etc.) is used for a function. This staff person will provide oversight on the use of kitchen equipment, but the person is not expected to do kitchen duties, i.e. wash dishes, cook.
- F. A deposit of up to 50% of the estimated total event costs may be required prior to the event. Payment in full will be due 30 days following the date of the event. Accounts more than 30 days past the event date may be assessed a late fee.
- G. All activities must have competent adult supervision. Applicants must supply any outside supervision required by the school district, i.e. law enforcement.
- H. The person and/or organization will assume responsibility for orderly and careful use of the school facilities. All groups using school facilities shall clean up after the event and return the room/facility to its original order. Special care requirements for use of the grand piano will be addressed when it is requested. Destroyed or damaged property or equipment will be replaced or repaired at the user's expense. Extra cleaning that is required will be charged to the group.
- I. Groups using school facilities will hold the school board harmless from claims arising out of the use of the school buildings or grounds for the function being sponsored on the specified date(s). The sponsoring group may be required to furnish a bond or certificate of insurance to indemnify the group and the school board against any and all suits for injury or loss sustained by attendance at the function.
- J. All local/state ordinances and laws pertaining to use of public buildings and facilities shall be observed.
 - i. Gambling, drinking, and possession of intoxicants on school grounds is prohibited.
 - ii. Smoking is prohibited in all school buildings and on all school grounds.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)

Addendum A – Rental/Equipment Fees and Staffing

As of October, 2022

MACCRAY Performing Arts Auditorium (MPAA)	\$100 + \$30/Hour
MS/HS Gym	\$25 + \$30/Hour
Storm Shelter Gym	\$25 + \$30/Hour
Elementary Double Gym	\$50 + \$40/Hour
MS/HS Cafeteria/Commons Area	\$25 + \$30/Hour
Elementary Cafeteria/Commons Area	\$25 + \$30/Hour
MS/HS Kitchen	\$50 + \$30/Hour
Elementary Kitchen	\$25 + \$30/Hour
Classroom	\$20 Per Use
Grand Piano	\$75
Stand Piano	\$25

Staffing

Custodian	Range \$25 - \$50/Hour
Kitchen Supervisor	\$40/Hour
Light Technician (MPAA)	\$30/Hour
Sound Technician (MPAA)	\$30/Hour
Event Supervisor	\$30/Hour

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Girls Gymnastics beginning with the 20 22 - 20 23 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List ALL schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Benson	200	Benson	3A	6A
High School #2:	KMS	194	Kerkhoven	3A	6A
High School #3:	MACCRAY	186	Clara City	3A	N/A
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

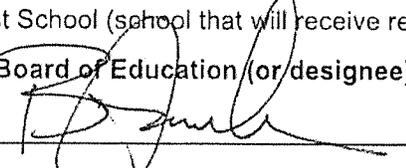
1. Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
2. Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
3. Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About_MSHSL/Membership_Information:_A_History_&_Model_Resolution_for_School_Boards))

We dissolved the last cooperative so that MACCRAY could join for the upcoming season.

4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	0	5	6	1	5	1
High School #2	0	2	0	4	0	1
High School #3	0	1	0	0	0	0
High School #4						

5. Team Identification: Benson/KMS (Indicate how cooped schools should be identified in tournament programs):
6. Team Colors: Maroon & Gold Team Mascot: Braves Saints
7. Host School (school that will receive revenue share check): Benson High School

Signed <u></u> Signed _____ Signed _____ Signed _____	School _____ _____ _____ _____	Date <u>8/15/2022</u> _____ _____ _____
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Official Action of the MSHSL Board of Directors

Approved Not Approved

Signature: _____

Date: _____

MSHSL Executive Director

MACCRAY PUBLIC SCHOOLS

2022-23 EMPLOYMENT AGREEMENT

With
Bethany Bratsch

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

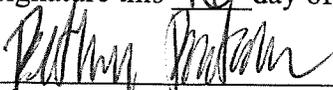
8 Hours – TBD/School Days
Probation Period: 6 months
Wage: \$15.25 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

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 16 day of Sept., 2022.



Instructional Assistant

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

School Board Chair

School Board Clerk

MACCRAY PUBLIC SCHOOLS

2022-23 EMPLOYMENT AGREEMENT

With
Shealee Mithun

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 19 day of September, 2022.

Shealee Mithun
Instructional Assistant

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

School Board Chair

School Board Clerk