

**MACCRAY ISD 2180**  
**Clara City, MN 56222**  
**MACCRAY High School**  
**Monday, November 8, 2021**  
**6:00 pm**

TENTATIVE AGENDA

- 1.0 Call to Order
- 2.0 Pledge of Allegiance
- 3.0 Approval of the Agenda/Additions/Deletions
- 4.0 Public Comment
- 5.0 Consent Agenda – Action Required
  - 5.1 Adoption of Minutes
    - 5.1.1 Regular Board Meeting 9-13-2021
    - 5.1.2 Special Board Meeting 10-8-2021
  - 5.2 Approve payment of bills and financial report.
  - 5.3 Approve employment agreement with Paraprofessional – A. Cisneros
  - 5.4 Approve employment agreement with Paraprofessional – C. Sterling
  - 5.5 Approve employment agreement with Paraprofessional – S. Rokuro
  - 5.6 Approve the 21-22 Seniority List.
  - 5.7 Approve Family Medical Leave for Teacher – S. Condon
  - 5.8 Approve Winter Coaches/Supervisors
    - 5.8.1 Boys Basketball
      - Lucas Post – Head Varsity
      - Riley Aeikens – JV
      - Trent Carlson – C if needed
      - Jesse Westbrook – 7 & 8 combined
      - Unknown – if numbers allow
    - 5.8.2 Girls Basketball
      - Shaun Condon – Head Varsity
      - Bryce Olson – JV
      - Dana Johnson – C or JH if needed
      - Unknown – JH
    - 5.8.3 Dance Team
      - Janie Alberson – Head Varsity
      - Kim Wordes – Asst./JH
      - Haley Rhode – Volunteer
    - 5.8.4 Wrestling – Justin Tongen – Co-Head Coach for Quad County
    - 5.8.5 Prom – Brittany Cook
    - 5.8.6 Knowledge Bowl – Ashley Cook
    - 5.8.7 Math League – Bryce Olson
    - 5.8.8 BPA – Rhonda Pieper
    - 5.8.9 Winter Weight Room – Cole Christopher
    - 5.8.10 One Act Play – Unknown

5.8.11 Spelling Bee - Unknown

6.0 Communication Report

6.1 Administrative Reports

- 6.1.1 Shelby McQuay – Ehlers
- 6.1.2 Dan Hiemenz – ICS
- 6.1.3 Jim Trulock, Activities Director
- 6.1.4 Mitchell Kent, Elementary Principal
- 6.1.5 Judd Wheatley, High School Principal
- 6.1.6 Sherri Broderius, Superintendent

6.2 Committee Reports – Negotiations, POC

7.0 Discussion items – No action required

8.0 Business items – Action Required

- 8.1 Approve a resolution awarding the sale of General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A.
- 8.2 Approve first and final reading of Policy 507 – Corporal Punishment.
- 8.3 Approve first and final reading of Policy 515 – Protection and Privacy of Pupil Records & Form.

9.0 Upcoming Meetings

- 9.1 Truth in Taxation Presentation, Dec. 13, MACCRAY High School, 6pm
- 9.2 Regular Board Meeting, Dec. 13, MACCRAY High School, following TNT meeting
- 9.3 Reorganizational Board Meeting, January 10, 2022, MACCRAY High School, 6pm
- 9.4 Regular Board Meeting, February 14, 2022, MACCRAY High School, 6pm

10.0 Adjournment

**Minutes of the Board of Education  
Independent School District #2180  
Regular Meeting #3  
Monday, Sept. 13, 2021 6:00 PM  
Board Room/Live Stream**

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; Dan Hiemenz, ICS, Denise Smith, CER, Sam Petersen, CC Herald.

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

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

Report from Ehlers Shelby McQuay about refinancing bonds.

Public comment: B. Priebe.

Approval of Consent Agenda:

Motion by Ruitter, second by Mueller, to approve the consent agenda.  
Motion carried by unanimous vote.

Adoption of Minutes

Approve payment of bills and financial report.

Approve Activities Coaches and Advisors.

Jessica Roelofs - JH Volleyball

Whitney Erickson - Asst. Girls Tennis

Weight Room - Brittany Cook

Concessions Supervisor - Carol Krueger

Musical Directors - Phillip Iverson & Joel Gronseth

Pepband - Joel Gronseth

Yearbook - Josie Donner

National Honor Society - Laura Bristle

Approve Employment Agreement with Dishwasher – T. Sik

Approve removal of Policy 808 – Covid-19 Face Covering Policy.

Approve Employment Agreement with Paraprofessional – A. Cisneros

Approve Employment Agreement with Admin. Assistant – T. Reszel

Accept Paraprofessional Resignation – L. Olivier

Approve Employment Agreement with Paraprofessional – B. Spieker

Approve Employment Agreement with Elem. School Counselor – A. Wendorff

Approve Employment Agreement with Paraprofessional – K. Link

Approve Employment Agreement with Paraprofessional – H. Berghuis

Approve Change Order required by the State of MN in the plan review.

Communications Reports:

Dan Hiemenz: Construction project schedule and budget update.

Mrs. Smith – CER update

Mr. Trulock – written report

Mr. Wheatley – MDH update

Ms. Broderius: Covid news, constructions, policies.

Committee Report: Negotiations update – Ruiter, Thein, Alsum.

Business Items:

Motion by Ruiter, second by Mueller, to approve the 2<sup>nd</sup> and final Reading of Policy 506-Student Discipline.

Motion carried by unanimous vote.

Motion by Schwitters, second by Thein, to certify the levy for the maximum amount. Motion carried by unanimous vote.

Motion by Ruiter, second by Mueller, to approve the first and final reading of Policy 102-Equal Educational Opportunity. Motion carried by unanimous vote.

Motion by Ruiter, second by Thein, to approve the first and final reading of Policy 406-Public and Private Personnel Data.

Motion by Brandt, second by Schwitters, to adopt Resolution for Refinancing of Bonds.

In favor, Thein, Schwitters, Brandt, Mueller, Ruiter, Alsum. Against: none

Resolution passed and adopted.

Meetings and Workshops:

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

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

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

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

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

Adjournment of Meeting

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

Respectfully submitted,

Carmel Thein, Clerk

Kim Sandry, Business Manager

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

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

MEMBERS PRESENT: Schwitters, Ruiter, Alsum, Brandt, Thein, Mueller

MEMBERS ABSENT:

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

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

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

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

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

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

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

date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

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

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

**NON - Minutes of the Board of Education  
Independent School District #2180  
Regular Meeting #3  
Monday, Oct. 11, 2021 6:00 PM  
Board Room/Live Stream**

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~~; Dan Hiemenz, ICS, ~~Denise Smith~~, ~~CER~~, ~~Sam Petersen~~, ~~CC  
Herald~~, Jesse Westbrook; Technology Coordinator,

Chair Julie Alsum started the meeting at 6:00 pm.  
Pledge of Allegiance.

No business occurred because there were only 3 board members which is not a quorum.

Reports:

1.0 Communication Report

1.1 Administrative Reports

- 1.1.1 Dan Hiemenz – ICS
- 1.1.2 Jim Trulock, Activities Director – Written: MSHSL, end of fall report
- 1.1.3 Mitchell Kent, Elementary Principal – Update on Elem. happenings
- 1.1.4 Judd Wheatley, High School Principal -CTE, Colleges
- 1.1.5 Sherri Broderius, Superintendent

**Minutes of the Board of Education  
Independent School District #2180  
Special Meeting  
Friday, Oct. 8, 2021 7:00am  
Zoom**

Members Present: Tate Mueller, Julie Alsum, Debi Brandt, Lane Schwitters, Carmel Thein.

Others Present: Sherri Broderius, Superintendent; Kim Sandry, Business Manager, Laura Danned, School Nurse.

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

Pledge of Allegiance

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

Motion carried by unanimous vote.

Public comment: none.

Business Item:

Motion by Brandt, second by Schwitters, to approve the recommendation of the Covid Advisory Committee to adopt the guidance for household contacts of a positive Covid-19 case (below).

Motion carried by unanimous vote.

Meetings and Workshops:

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

Adjournment of Meeting

Motion by Thein, second by Mueller, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 7:29 am.

Respectfully submitted,

Carmel Thein, Clerk

Kim Sandry, Business Manager

## Guidance for household contacts of a positive COVID-19 case

Students or staff who live with someone who has tested positive for COVID-19 must follow this guidance.

A **household contact** is ANY person who lives in the same household as a person who tested positive for COVID-19.

Household contacts of a person positive for COVID-19 are at a higher risk of exposure and developing COVID-19. For that reason, the MACCRAY school district will require household contacts to quarantine.

### Quarantine Requirements:

Fully vaccinated household members who are not experiencing symptoms are not required to quarantine.

- A person is fully vaccinated 2 weeks after they have received their final dose of the COVID-19 vaccine.
- Proof of vaccination is required in order to avoid quarantine. If a person refuses to provide proof of vaccination, they will be required to quarantine per the requirements for unvaccinated household contacts.

Household members who are not fully vaccinated or have not had lab confirmed COVID-19 within the last 90 days must stay home and away from all activities (quarantine).

- If the positive case is unable to isolate away from household members in the home, the household members must quarantine for at least 14 days.
- If the positive case is able to isolate away from household members in the home, the household members will be eligible for shortened quarantine as long as they are not experiencing ANY symptoms. There are 2 options for shortened quarantine:
  - 10 days from the last exposure without a COVID-19 test.
  - 7 days with a negative PCR **COVID test** if the test occurred **on day five after exposure or later.**  
*\*Proof of the negative test is required in order to qualify for the 7 day quarantine. Antigen tests (Binax Now) will NOT be accepted for shortened quarantine.*
- Household contacts are expected to watch for symptoms for the full 14 days after exposure.
  - If the household contact develops any of the more or less common symptoms of COVID-19 they are expected to follow the second path on the decision tree.
    - If symptoms are experienced the household contact must get tested for COVID-19 or stay home for 10 days from the onset of symptoms.

### Symptoms:

- Fever of 100.4 degrees Fahrenheit or higher
- New cough or a cough that gets worse
- Difficulty/hard time breathing
- New loss of taste or smell
- Sore throat
- Nasal congestion/stuffy or runny nose
- Nausea, vomiting, or diarrhea
- Muscle pain
- Extreme Fatigue/feeling very tired
- Severe/very bad headache
- Chills

**\*\*A positive case isolating in the home consists of:** Staying in a separate room and avoiding contact with all other household members as much as possible, using a separate bathroom if possible (sanitizing touched surfaces after each use if a bathroom must be shared), not sharing personal household items.\*\*

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

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
BND2		54386	5114	Check	1	4970	Fobbe Contracting, Inc.		Yes	No	No	10/13/2021	1,200.00
BND2		54393	5115	Check	1	4897	BCI Construction Inc.		Yes	No	No	10/14/2021	39,305.30
BND2		54396	5116	Check	1	4900	Collins Precast		Yes	No	No	10/14/2021	222,187.90
BND2		54388	5117	Check	1	01346	Duininck Incorporated		Yes	No	No	10/14/2021	133,279.35
BND2		54398	5118	Check	1	4902	Gunion Painting LLC		Yes	No	No	10/14/2021	4,465.00
BND2		54401	5119	Check	1	4969	H21 Group		Yes	No	No	10/14/2021	67,741.74
BND2		54400	5120	Check	1	4934	Heartland Glass Co		Yes	No	No	10/14/2021	74,100.00
BND2		54390	5121	Check	1	4859	John Foley Masonry, Inc.	S Corporation	Yes	No	No	10/14/2021	93,853.53
BND2		54395	5122	Check	1	4899	Marshall Machine Shop, Inc		Yes	No	No	10/14/2021	129,808.00
BND2		54397	5123	Check	1	4901	Masters Plumbing Heating & Cooling LLC		Yes	No	No	10/14/2021	104,226.40
BND2		54392	5124	Check	1	4861	Regal Contractors, Inc		Yes	No	No	10/14/2021	175,750.00
BND2		54394	5125	Check	1	4898	Southern Minnesota Woodcraft, Inc.		Yes	No	No	10/14/2021	46,463.14
BND2		54391	5126	Check	1	4860	Spartan Steel Erectors		Yes	No	No	10/14/2021	46,640.25
BND2		54399	5127	Check	1	4907	Ultra Concrete		Yes	No	No	10/14/2021	349,277.24
BND2		54387	5128	Check	1	00666	West Central Roofing Cont.		Yes	No	No	10/14/2021	334,986.31
BND2		54389	5129	Check	1	2751	Willmar Electric Service		Yes	No	No	10/14/2021	87,875.00
BND2		54434	5130	Check	1	4559	ICS Consulting, LLC	Ind/Sole Proprietor	Yes	No	No	10/15/2021	152,815.42
BND2		54491	5131	Check	1	4798	Braun Intertec Corporation		Yes	No	No	10/26/2021	31,396.50
Bank Total:													
Pay		54445		Wire	1	00867	PERA		No	No	No	10/15/2021	13,743.43
Pay		54446		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	10/15/2021	27,282.63
Pay		54447		Wire	1	2181	Aviben		No	No	No	10/15/2021	12,695.51
Pay		54448		Wire	1	2385	MN Department of Revenue		No	No	No	10/15/2021	8,752.20
Pay		54449		Wire	1	2875	Internal Revenue Service		No	No	No	10/15/2021	59,074.84
Pay		54450		Wire	1	2985	Aviben FLEX		No	No	No	10/15/2021	3,273.00
Pay		54524		Wire	1	00867	PERA		No	No	No	10/29/2021	14,028.87
Pay		54525		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	10/29/2021	27,463.31
Pay		54526		Wire	1	2181	Aviben		No	No	No	10/29/2021	12,587.19
Pay		54527		Wire	1	2385	MN Department of Revenue		No	No	No	10/29/2021	8,425.86
Pay		54528		Wire	1	2875	Internal Revenue Service		No	No	No	10/29/2021	58,679.44
Pay		54529		Wire	1	2985	Aviben FLEX		No	No	No	10/29/2021	3,115.50
Pay		54336	55000	Check	1	4016	Almich's Market		Yes	No	No	10/06/2021	237.46
Pay		54325	55001	Check	1	2181	Aviben		Yes	No	No	10/06/2021	112.54
Pay		54352	55002	Check	1	4958	Bakeberg, Julia		Yes	No	No	10/06/2021	30.00
Pay		54322	55003	Check	1	1817	Bennett Office Technologies		Yes	No	No	10/06/2021	3,619.78
Pay		54332	55004	Check	1	3053	BOLD Public Schools		Yes	No	No	10/06/2021	60.00
Pay		54330	55005	Check	1	2928	Borch's Sporting Goods, Inc		Yes	No	No	10/06/2021	2,136.00
Pay		54326	55006	Check	1	2195	Central MN Christian School		Yes	No	No	10/06/2021	75.00

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

Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		54307	55007	55007	Check	1	00044	City of Clara City		Yes	No	No	10/06/2021	2,169.23
Pay		54310	55008	55008	Check	1	00246	City of Raymond		Yes	No	No	10/06/2021	285.02
Pay		54311	55009	55009	Check	1	00251	Clara City Implement		Yes	No	No	10/06/2021	177.14
Pay		54308	55010	55010	Check	1	00048	Clara City Telephone Company		Yes	No	No	10/06/2021	708.74
Pay		54312	55011	55011	Check	1	00299	Countryside Public Health Serv		Yes	No	No	10/06/2021	348.00
Pay		54314	55012	55012	Check	1	00379	Donners Service Station		Yes	No	Yes	10/06/2021	0.00
Pay		54333	55013	55013	Check	1	3595	Dripps, Jackie		Yes	No	No	10/06/2021	110.00
Pay		54320	55014	55014	Check	1	1427	East Side Jersey Dairy, Inc		Yes	No	No	10/06/2021	745.14
Pay		54309	55015	55015	Check	1	00077	Farmers Coop Oil Co.		Yes	No	No	10/06/2021	48.87
Pay		54353	55016	55016	Check	1	4959	Harguth, Jovita		Yes	No	No	10/06/2021	30.00
Pay		54354	55017	55017	Check	1	4960	Harms, Sharon		Yes	No	No	10/06/2021	60.00
Pay		54340	55018	55018	Check	1	4488	Hultgren, Jaime		Yes	No	No	10/06/2021	219.52
Pay		54335	55019	55019	Check	1	3962	Indianhead Foodservice Distributor		Yes	No	No	10/06/2021	4,353.87
Pay		54319	55020	55020	Check	1	1121	KMS ISD #775		Yes	No	No	10/06/2021	170.00
Pay		54355	55021	55021	Check	1	4961	Koewler, Jim		Yes	No	No	10/06/2021	60.00
Pay		54346	55022	55022	Check	1	4626	Kubota Leasing		Yes	No	No	10/06/2021	583.78
Pay		54339	55023	55023	Check	1	4427	Learning Sciences International		Yes	No	No	10/06/2021	112.70
Pay		54321	55024	55024	Check	1	1684	MACCRAY Activity Account		Yes	No	No	10/06/2021	985.00
Pay		54343	55025	55025	Check	1	4550	MACCRAY BPA		Yes	No	No	10/06/2021	75.00
Pay		54337	55026	55026	Check	1	4042	MACCRAY Class of 2022		Yes	No	No	10/06/2021	30.00
Pay		54338	55027	55027	Check	1	4271	MACCRAY Class of 2023		Yes	No	No	10/06/2021	570.00
Pay		54341	55028	55028	Check	1	4495	MACCRAY Class of 2024		Yes	No	No	10/06/2021	750.00
Pay		54348	55029	55029	Check	1	4708	MACCRAY Class of 2025		Yes	No	No	10/06/2021	690.00
Pay		54349	55030	55030	Check	1	4791	MACCRAY Class of 2026		Yes	No	No	10/06/2021	765.00
Pay		54334	55031	55031	Check	1	3908	MACCRAY Community Ed.		Yes	No	No	10/06/2021	151.00
Pay		54328	55032	55032	Check	1	2866	MACCRAY Elementary Activities		Yes	No	No	10/06/2021	5.00
Pay		54347	55033	55033	Check	1	4660	MACCRAY Tech Insurance		Yes	No	No	10/06/2021	390.00
Pay		54329	55034	55034	Check	1	2877	Matheson Tri Gas		Yes	No	No	10/06/2021	195.70
Pay		54324	55035	55035	Check	1	2126	Menards - Willmar		Yes	No	No	10/06/2021	22.20
Pay		54316	55036	55036	Check	1	00761	Merle's Repair		Yes	No	No	10/06/2021	95.30
Pay		54342	55037	55037	Check	1	4540	Meyer, Melissa		Yes	No	No	10/06/2021	161.28
Pay		54323	55038	55038	Check	1	1908	MN Dept of Labor and Industry		Yes	No	No	10/06/2021	160.00
Pay		54350	55039	55039	Check	1	4878	Nerdy Customs	Ind/Sole Proprietor	Yes	No	No	10/06/2021	15,372.16
Pay		54344	55040	55040	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC		Yes	No	No	10/06/2021	9,678.28
Pay		54317	55041	55041	Check	1	00763	Pan-O-Gold Baking Company		Yes	No	No	10/06/2021	95.10
Pay		54351	55042	55042	Check	1	4950	Renneberg Hardwoods, Inc	S Corporation	Yes	No	No	10/06/2021	773.05
Pay		54327	55043	55043	Check	1	2347	Rochester Telecom Systems		Yes	No	No	10/06/2021	171.16
Pay		54313	55044	55044	Check	1	00308	SW & WC Service Cooperative		Yes	No	No	10/06/2021	6,518.25
Pay		54331	55045	55045	Check	1	2943	Sweep Hardware		Yes	No	No	10/06/2021	149.73



# 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		54424	55085	Check	1	4326	Kennedy & Graven, Chartered		Yes	No	No	10/14/2021	483.00
Pay		54414	55086	Check	1	3329	Kent, Mitchell		Yes	No	No	10/14/2021	157.92
Pay		54423	55087	Check	1	4271	MACCRAY Class of 2023		Yes	No	No	10/14/2021	15.00
Pay		54417	55088	Check	1	3908	MACCRAY Community Ed.		Yes	No	No	10/14/2021	351.75
Pay		54420	55089	Check	1	4170	Marco Technologies, LCC		Yes	No	No	10/14/2021	1,994.51
Pay		54425	55090	Check	1	4410	MN PEIP		Yes	No	No	10/14/2021	79,180.80
Pay		54411	55091	Check	1	2407	MERVED		Yes	No	No	10/14/2021	4,057.20
Pay		54410	55092	Check	1	1936	Palmer Bus Service, Inc		Yes	No	No	10/14/2021	98,167.00
Pay		54404	55093	Check	1	00763	Pan-O-Gold Baking Company		Yes	No	No	10/14/2021	83.50
Pay		54413	55094	Check	1	3125	Post, Lyndsey		Yes	No	No	10/14/2021	109.76
Pay		54427	55095	Check	1	4919	Reese Prokosch		Yes	No	No	10/14/2021	150.00
Pay		54428	55096	Check	1	4957	Stark, Sonja		Yes	No	No	10/14/2021	197.12
Pay		54415	55097	Check	1	3554	TRIO Supply Co		Yes	No	No	10/14/2021	1,022.95
Pay		54403	55098	Check	1	00666	West Central Roofing Cont.		Yes	No	No	10/14/2021	760.19
Pay		54405	55099	Check	1	00844	West Central Sanitation, Inc.		Yes	No	No	10/14/2021	846.85
Pay		54422	55100	Check	1	4245	Wheatley, Judd		Yes	No	No	10/14/2021	39.20
Pay		54436	55101	Check	1	00878	American Family -AFLAC		Yes	No	No	10/15/2021	313.44
Pay		54439	55102	Check	1	1039	Citizens Alliance Bank		Yes	No	No	10/15/2021	485.00
Pay		54444	55103	Check	1	4802	Colonial Life		Yes	No	No	10/15/2021	845.66
Pay		54443	55104	Check	1	4594	Kensington Bank		Yes	No	No	10/15/2021	247.00
Pay		54440	55105	Check	1	3014	LegalShield		Yes	No	No	10/15/2021	12.95
Pay		54437	55106	Check	1	00880	MACCRAY Education Association		Yes	No	No	10/15/2021	3,354.35
Pay		54441	55107	Check	1	4043	MN Child Support Center		Yes	No	No	10/15/2021	51.00
Pay		54438	55108	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	10/15/2021	48.00
Pay		54442	55109	Check	1	4575	Old National Bank		Yes	No	No	10/15/2021	396.02
Pay		54435	55110	Check	1	00023	UNUM Life Insurance Company		Yes	No	No	10/15/2021	214.20
Pay		54454	55111	Check	1	4974	Keller, Thomas	Ind/Sole Proprietor	Yes	No	No	10/19/2021	120.00
Pay		54451	55112	Check	1	3475	Overcash, Dustin	Ind/Sole Proprietor	Yes	No	No	10/19/2021	120.00
Pay		54455	55113	Check	1	4975	Peterson, Bradley	Ind/Sole Proprietor	Yes	No	No	10/19/2021	120.00
Pay		54453	55114	Check	1	4973	Redemske, Mark	Ind/Sole Proprietor	Yes	No	No	10/19/2021	120.00
Pay		54452	55115	Check	1	4972	Westby, Adam	Ind/Sole Proprietor	Yes	No	No	10/19/2021	120.00
Pay		54466	55116	Check	1	2359	Amazon.com	Ind/Sole Proprietor	Yes	No	No	10/20/2021	2,830.60
Pay		54476	55117	Check	1	4259	Bosch, Lindsey		Yes	No	No	10/20/2021	21.60
Pay		54457	55118	Check	1	00138	City of Maynard		Yes	No	No	10/20/2021	448.06
Pay		54468	55119	Check	1	2512	Decker Equipment		Yes	No	No	10/20/2021	204.34
Pay		54470	55120	Check	1	3295	Department of Human Service		Yes	No	No	10/20/2021	127.00
Pay		54478	55121	Check	1	4608	Dufault Publishing Inc		Yes	No	No	10/20/2021	973.25
Pay		54461	55122	Check	1	1427	East Side Jersey Dairy, Inc		Yes	No	No	10/20/2021	1,077.07
Pay		54458	55123	Check	1	00179	Ecolab Pest Elimination Division		Yes	No	No	10/20/2021	166.84

# 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		54469	55124	Check	1	2881	Frikke, Allison		Yes	No	No	10/20/2021	66.64
Pay		54471	55125	Check	1	3624	Groth Music		Yes	No	No	10/20/2021	58.91
Pay		54464	55126	Check	1	2249	Gustafson, Beth		Yes	No	No	10/20/2021	203.84
Pay		54473	55127	Check	1	3882	Haff, Ashley		Yes	No	No	10/20/2021	20.18
Pay		54456	55128	Check	1	00105	Hillyard / Hutchinson		Yes	No	Yes	10/20/2021	0.00
Pay		54472	55129	Check	1	3704	IEA, Inc		Yes	No	No	10/20/2021	6,982.66
Pay		54474	55130	Check	1	3962	Indianhead Foodservice Distributor		Yes	No	No	10/20/2021	1,995.82
Pay		54463	55131	Check	1	2164	Innovative Office Solutions		Yes	No	No	10/20/2021	44,073.30
Pay		54475	55132	Check	1	4080	Lucas, Ashley		Yes	No	No	10/20/2021	255.00
Pay		54462	55133	Check	1	2126	Menards - Willmar		Yes	No	No	10/20/2021	29.37
Pay		54477	55134	Check	1	4505	Minnesota West		Yes	No	No	10/20/2021	3,328.05
Pay		54479	55135	Check	1	4759	Montevideo Publishing		Yes	No	No	10/20/2021	375.00
Pay		54460	55136	Check	1	00763	Pan-O-Gold Baking Company		Yes	No	No	10/20/2021	67.66
Pay		54465	55137	Check	1	2253	Ridgewater College		Yes	No	No	10/20/2021	6,210.00
Pay		54467	55138	Check	1	2401	Scholastic Inc.		Yes	No	No	10/20/2021	209.44
Pay		54480	55139	Check	1	4977	Schwitters, Sharon		Yes	No	No	10/20/2021	25.00
Pay		54459	55140	Check	1	00271	Zaner-Bloser		Yes	No	No	10/20/2021	471.15
Pay		54486	55141	Check	1	00105	Hillyard / Hutchinson		Yes	No	No	10/20/2021	1,520.04
Pay		54487	55142	Check	1	2126	Menards - Willmar		Yes	No	No	10/20/2021	35.97
Pay		54488	55143	Check	1	3130	BCA		Yes	No	No	10/20/2021	15.00
Pay		54498	55144	Check	1	2852	Alexandria Technical & Comm College		Yes	No	No	10/27/2021	14,010.30
Pay		54501	55145	Check	1	3851	Blick Art Materials		Yes	No	No	10/27/2021	306.00
Pay		54506	55146	Check	1	4751	ChromebookParts.com		Yes	No	No	10/27/2021	69.98
Pay		54492	55147	Check	1	00046	Clara City Herald		Yes	No	No	10/27/2021	34.00
Pay		54493	55148	Check	1	00299	Countryside Public Health Serv		Yes	No	No	10/27/2021	588.00
Pay		54497	55149	Check	1	1922	Frontier		Yes	No	No	10/27/2021	382.80
Pay		54502	55150	Check	1	3962	Indianhead Foodservice Distributor		Yes	No	No	10/27/2021	3,383.12
Pay		54504	55151	Check	1	4289	Jimmy John's		Yes	No	No	10/27/2021	250.00
Pay		54494	55152	Check	1	00763	Pan-O-Gold Baking Company		Yes	No	No	10/27/2021	82.50
Pay		54499	55153	Check	1	2992	Pitney Bowes Global Financial Services		Yes	No	No	10/27/2021	371.40
Pay		54505	55154	Check	1	4291	Region 3A		Yes	No	No	10/27/2021	100.00
Pay		54500	55155	Check	1	3099	Trish's Katering		Yes	No	Yes	10/27/2021	0.00
Pay		54495	55156	Check	1	00905	Trulock, James		Yes	No	No	10/27/2021	483.84
Pay		54503	55157	Check	1	4245	Wheatley, Judd		Yes	No	No	10/27/2021	38.08
Pay		54496	55158	Check	1	1002	Youth Frontiers		Yes	No	No	10/27/2021	750.00
Pay		54512	55159	Check	1	2923	VISA - CABank		Yes	No	No	10/27/2021	6,163.44
Pay		54515	55160	Check	1	00878	American Family -AFLAC		Yes	No	No	10/29/2021	261.08
Pay		54518	55161	Check	1	1039	Citizens Alliance Bank		Yes	No	No	10/29/2021	485.00
Pay		54523	55162	Check	1	4802	Colonial Life		Yes	No	No	10/29/2021	2,095.84

# 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		54522	55163	Check	1	4594	Kensington Bank		Yes	No	No	10/29/2021	247.00
Pay		54519	55164	Check	1	3014	LegalShield		Yes	No	No	10/29/2021	12.95
Pay		54516	55165	Check	1	00880	MACCRAY Education Association		Yes	No	No	10/29/2021	3,458.85
Pay		54520	55166	Check	1	4043	MN Child Support Center		Yes	No	No	10/29/2021	51.00
Pay		54517	55167	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	10/29/2021	48.00
Pay		54521	55168	Check	1	4575	Old National Bank		Yes	No	No	10/29/2021	396.02
Pay		54514	55169	Check	1	00023	UNUM Life Insurance Company		Yes	No	No	10/29/2021	214.20
Bank Total: <span style="border: 1px solid black; padding: 2px;">\$646,281.45</span>													
SA		54360	21960	Check	1	4016	Almich's Market		Yes	No	No	10/06/2021	188.26
SA		54359	21961	Check	1	1684	MACCRAY Activity Account		Yes	No	No	10/06/2021	80.00
SA		54362	21962	Check	1	4962	MACCRAY Elementary Student Council		Yes	No	No	10/06/2021	2,125.90
SA		54357	21963	Check	1	00863	Monte Candy Company		Yes	No	No	10/06/2021	164.00
SA		54358	21964	Check	1	00998	R & R Bakery		Yes	No	No	10/06/2021	98.00
SA		54361	21965	Check	1	4280	Viking Coca-Cola		Yes	No	No	10/06/2021	1,124.30
SA		54431	21966	Check	1	1762	Donners Crossroads Truckstop		Yes	No	No	10/14/2021	835.24
SA		54433	21967	Check	1	4343	Flowers from the Heart		Yes	No	No	10/14/2021	296.00
SA		54430	21968	Check	1	00863	Monte Candy Company		Yes	No	No	10/14/2021	226.00
SA		54432	21969	Check	1	4280	Viking Coca-Cola		Yes	No	No	10/14/2021	248.75
SA		54484	21970	Check	1	4259	Bosch, Lindsey		Yes	No	No	10/20/2021	440.71
SA		54482	21971	Check	1	1680	BSN Sports, LLC		Yes	No	No	10/20/2021	450.00
SA		54485	21972	Check	1	4976	Erickson, Whitney		Yes	No	No	10/20/2021	65.18
SA		54483	21973	Check	1	2126	Menards - Willmar		Yes	No	No	10/20/2021	63.03
SA		54481	21974	Check	1	00863	Monte Candy Company		Yes	No	No	10/20/2021	317.00
SA		54489	21975	Check	1	3099	Trish's Katering		Yes	No	No	10/20/2021	381.60
SA		54490	21976	Check	1	4811	Heggies Pizza		Yes	No	No	10/25/2021	8,887.70
SA		54509	21977	Check	1	2939	Johnson, Ben		Yes	No	No	10/27/2021	27.85
SA		54511	21978	Check	1	4160	Macht, Sarah		Yes	No	No	10/27/2021	27.27
SA		54508	21979	Check	1	00863	Monte Candy Company		Yes	No	No	10/27/2021	50.00
SA		54510	21980	Check	1	3612	National FFA Organization		Yes	No	No	10/27/2021	121.00
SA		54507	21981	Check	1	00507	West Central Trophies		Yes	No	No	10/27/2021	67.50
SA		54513	21982	Check	1	2923	VISA - CABank		Yes	No	No	10/27/2021	1,794.06
Bank Total: <span style="border: 1px solid black; padding: 2px;">\$18,079.35</span>													
Report Total: <span style="border: 1px solid black; padding: 2px;">\$2,759,731.88</span>													

## INVESTMENTS OUTSTANDING

June 30, 2021

### MSDMAX Fund – MSDLAF

MSDMAX Fund Balance as of June 30, 2021	\$2,267.98
Interest - July 31, 2021	\$ .06
Interest – August 31, 2021	\$ .06
Interest – Sept. 30, 2021	\$ .05
Interest – Oct. 31, 2021	\$ .05
<b>BALANCE</b>	<b><u>\$2,268.20</u></b>

### LIQUID ASSET FUND

Money Market Balance as of June 30, 2021	\$1,542.78
Interest – July 31, 2021	\$ .01
Interest – August 31, 2021	\$ .01
Interest – Sept. 30, 2021	\$ .01
Interest – Oct. 31, 2021	\$ .01
<b>BALANCE</b>	<b><u>\$1,542.82</u></b>

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

Balance on June 30, 2021	\$46,137.88
Interest – July 31, 2021	\$6.70
Interest – August 31, 2021	\$5.66
Interest – Sept. 30, 2021 (\$10.00 dormant fee)	\$5.31
Interest – Oct. 31, 2021 (\$10 dormant fee)	\$5.13
<b>BALANCE</b>	<b><u>\$46,140.68</u></b>

### Citizens Alliance Bank Special Money Market Savings

Balance as of June 30, 2021	\$4,825,050.92
Interest – July 31, 2021 (Transfer out \$1,352,000)	\$802.41
Interest – August 31, 2021 (Transfer in \$900,000)	\$901.12
Interest – Sept. 30, 2021 (Transfer in \$300,000)	\$946.18
Interest – Oct. 31, 2021 (Transfer out \$200,000)	\$906.82
<b>BALANCE</b>	<b><u>\$4,476,607.45</u></b>

**Ind. School District #2180  
Exp Summary - Fd, Pro Series  
Period Ending November 30, 2021**

Sequence: Fd, Pro

		<b>22ORIG</b>				<b>% YTD</b>		<b>Remaining</b>
<b>Description</b>		<b>Annual Budget</b>	<b>Period 202205</b>	<b>Year To Date</b>	<b>% YTD</b>	<b>Encumbrances</b>	<b>+ Enc</b>	<b>Balance</b>
01	General							
	000 Administration	676,152.00	0.00	196,229.16	29%	1,606.91		478,315.93
	100 District Support Services	295,037.00	0.00	98,879.08	34%	5,007.14		191,150.78
	200 Elem & Secondary Regular Instr	3,829,637.00	0.00	830,737.11	22%	31,079.00		2,967,820.89
	300 Vocational Education Instr	224,379.00	0.00	49,083.38	22%	4,065.42		171,230.20
	400 Special Education Instr	1,672,398.00	0.00	335,113.72	20%	220.87		1,337,063.41
	600 Instructional Support Services	579,317.00	0.00	156,123.97	27%	191,876.16		231,316.87
	700 Pupil Support Services	1,063,606.00	0.00	229,171.58	22%	276.14		834,158.28
	800 Sites & Buildings	813,732.00	0.00	215,053.13	26%	35,294.76		563,384.11
	900 Fiscal & Other Fixed Costs	103,020.00	0.00	98,667.53	96%	0.00		4,352.47
01	General	9,257,278.00	0.00	2,209,058.66	24%	269,426.40		6,778,792.94
02	Food Service							
	700 Pupil Support Services	479,400.00	0.00	140,762.69	29%	8,932.40		329,704.91
02	Food Service	479,400.00	0.00	140,762.69	29%	8,932.40		329,704.91
04	Community Service							
	500 Community Ed & Services	581,742.00	0.00	122,828.03	21%	711.01		458,202.96
04	Community Service	581,742.00	0.00	122,828.03	21%	711.01		458,202.96
05	Capital Outlay							
	000 Administration	0.00	0.00	42,363.60	0%	0.00		(42,363.60)
	200 Elem & Secondary Regular Instr	20,000.00	0.00	66,998.59	335%	0.00		(46,998.59)
	600 Instructional Support Services	15,000.00	0.00	1,579.00	11%	0.00		13,421.00
	800 Sites & Buildings	215,278.00	0.00	201,740.90	94%	109.62		13,427.48
05	Capital Outlay	250,278.00	0.00	312,682.09	125%	109.62		(62,513.71)
07	Debt Redemption							
	900 Fiscal & Other Fixed Costs	2,644,813.00	0.00	552,406.25	21%	0.00		2,092,406.75
07	Debt Redemption	2,644,813.00	0.00	552,406.25	21%	0.00		2,092,406.75
21	Student Activity							
	200 Elem & Secondary Regular Instr	0.00	0.00	46,743.38	0%	810.53		(47,553.91)
21	Student Activity	0.00	0.00	46,743.38	0%	810.53		(47,553.91)
	<b>Report Totals:</b>	<b>13,213,511.00</b>	<b>0.00</b>	<b>3,384,481.10</b>	<b>26%</b>	<b>279,989.96</b>		<b>9,549,039.94</b>

# MACCRAY PUBLIC SCHOOLS

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## 2021-22 EMPLOYMENT AGREEMENT

With  
Ana Cisneros

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

### JOB SUMMARY

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

### TERMS OF EMPLOYMENT

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

### EVALUATION

Performance of this job will be evaluated by the Special Education Teacher/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 20 day of Sept., 2021.

Ana Ci  
Instructional Assistant

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

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

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

# MACCRAY PUBLIC SCHOOLS

## 2021-22 EMPLOYMENT AGREEMENT

With  
Chelsea Sterling

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

### JOB SUMMARY

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

### TERMS OF EMPLOYMENT

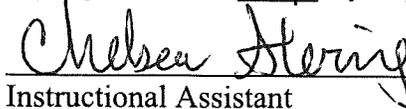
8 Hours– TBD/School Days  
Probation Period: 6 months  
Wage: \$14.50 per hour  
Pay Dates: 15th and 30th of each month  
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

### EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed  
My signature this 27 day of October, 2021.

  
Instructional Assistant

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

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

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

# MACCRAY PUBLIC SCHOOLS

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## 2021-22 EMPLOYMENT AGREEMENT

With  
Starlyn Rokuro

**JOB TITLE:** Instructional Assistant

**DEPARTMENT:** ELL

**REPORTS TO:** Principal, ELL Teacher

### JOB SUMMARY

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

### TERMS OF EMPLOYMENT

8 Hours– TBD/School Days

Probation Period: 6 months

Wage: \$14.50 per hour

Pay Dates: 15th and 30th of each month

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

### EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed  
My signature this 2 day of NOV, 2021.



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

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

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

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

**Continuing Seniority List**

1. This list is intended to reflect the 1st day of most continuous service in the MACCRAY ISD 2180 & major/ minor licenses filed on record on Nov. 8, 2021.
2. Time off for leave of any kind authorized by the district shall not be deemed a break in continuous service.
3. Expiration refers to license expiration. A license expires July 1 in the year indicated, unless otherwise noted.

	<b><u>NAME</u></b>	<b><u>START DATE</u></b>	<b><u>LICENSURE</u></b>	<b><u>EXPIRE DATE</u></b>	<b><u>File Folder Number</u></b>
1	Thoma, Nancy	Sept. 1978	1-6 Elementary Education 7-12 Coaching K-12 Specific Learning Disabilities K-12 Mild to Moderate Mentally Hdcp K-12 Moderate to Severe Mentally Hdcp	2026 2026 2026 2026 2026	256575
2	Schwitters, Brenda	Sept. 1992	1-6 Elementary Education 7-12 Coaching	2022 2022	321174
		(Family Leave 1996-1997)	(Family Leave 1999-2000 - Starting 12/6/1999)		
3-4	Harguth, Brenda	Sept. 1993	PreK - 12 Speech Language Pathologist	2023	345263
3-4	Prekker, Tami	Sept. 1993	K-6 Elementary Education K-12 Emotionally/Behaviorally disordered	2023 2023	333604
5	Trulock, James	Sept. 1994	K-12 Physical Education [3-year extended Leave] (Starting August 29, 2011 - ending June 30, 2014)	2025 2025 2025 2025	323819
6	Cronen, Carrie	Sept. 1999	7-12 Social Studies -All- 7-12 Coaching	2025 2025	355116
7	Lindeman, Billy	Aug. 2000	Pre-Kindergarten [Family Leave 8/28/06 - 12/30/06] [Family Leave 9/01/09 - 1/22/10]	2026 2026 2026	374485
8	Gustafson, Bethany	Aug. 2004	K-6 Elementary Education 5-8 Communication Arts/Literature	2024 2024	409744
9	Zondervan, Terri	Aug. 2005	7-12 Spanish	2024	302818
10	Plagge, Jennifer	Aug. 2006	Pre K-12 School Social Worker	2026	373106
11	Groen, Jane	Aug. 2008	Pre K-12 Speech-Language Pathologist	2023	338063
12-16	Bourne, Terese	Aug. 2011	Pre-Kindergarten K-6 Elementary Education	2023 2023	386825
12-16	Gronseth, Joel	Aug. 2011	K-12 Instructor (Band/Orch) & Classroom Music	2022	463343
12-16	Hinrichs, Susan	Aug. 2011	K-6 Elementary Education Age 3-K Pre-Primary	2024 2024	438902
12-16	Condon, Stephanie	Aug. 2011	K-6 Elementary Education Age 3-K Pre-Primary	2022 2022	461734
12-16	Anderson, Tyler	Aug. 2011	K-12 Physical Education 9-12 Drivers Education	2026 2026	456136
17	Frikke, Allison	Feb. 2012	PreK-12 School Social Worker	2022	464121
18-21	Post, Lyndsey	Aug. 2012	K-6 Elementary Education 5-8 Social Studies	2024 2024	407476
18-21	Cook, Brittany	Aug. 2012	5-8 Science 9-12 Life Science 9-12 Chemistry	2024 2024 2024	470438
18-21	Van Eps, Jennifer	Aug. 2012	K-6 Elementary Education 5-8 Mathematics	2024 2024	440295
18-21	Johnson, Benjamin	Aug. 2012	5-12 Agricultural Education 9-12 Teacher/Coordinator Work Based Lrng	2025 2025	477702
22-24	Dikken, Julie	Aug. 2013	K-6 Elementary Education	2022	427297

			K-12 Reading	2022	
			Age 3-K Pre-Primary	2022	
22-24	Kent, Mitchell	Aug. 2013	K-6 Elementary Education	2024	474252
			K-12 Principal	2022	
22-24	Perry, Cheryl	Aug. 2013	K-6 Elementary Education	2022	292633
25	Hebrink, Tara	Sept. 2013	K-6 Elementary Education	2025	447305
			5-8 Communication Arts/Literature	2025	
26-27	Olson, Bryce	Aug. 2014	5-12 Mathematics	2025	481011
26-27	Swenson, Tera	Aug. 2014	K-6 Elementary Education	2026	437006
28	Peper, Kristine	Aug. 2007	Pre-K Pre-Kindergarten	2026	390336
			Pre-K Family Ed/Early Childhood Educator	2026	
			Adult - Parent and Family Education	2026	
29-33	Bristle, Laura	Aug. 2015	5-12 Communication Arts/Literature	2023	435041
			K-12 School Counselor	2023	
29-33	Geiselhart, Caitlin	Aug. 2015	K-6 Elementary Education	2024	466120
29-33	Olson, Jessica	Aug. 2015	K-12 Academic and Behavioral Strategist	2026	484686
			K-12 Learning Disabilities	2026	
			B-12 Autism Spectrum Disorders	2026	
			K-6 Elementary Education	2026	
29-33	Haff, Ashley	Aug. 2015	K-6 Elementary Education	2025	484442
			B-Grade 3 Early Childhood Education	2025	
29-33	Jaenisch, Tania	Aug. 2015	K-6 Elementary Education	2026	420733
			3-K Pre-Primary Education	2026	
34	Klosterboer, Kristine	Aug. 2016	K-6 Elementary Education	2026	421714
			Age 3-K Pre-Primary	2026	
35	Carmany, Leanne	Aug. 2018	7-12 Life Sciences	2024	333309
			7-12 Driver Education	2024	
36-42	Carlson, Trent	Aug. 2017	K-12 Physical Education	2022	503999
36-42	Suchanek, Trisha	Aug. 2017	K-6 Elementary Education	2023	503302
36-42	Christopher, Cole	Aug. 2017	K-12 Physical Education	2022	493071
			5-12 Health Education	2022	
36-42	Honken, Shayla	Aug. 2017	PreK Pre-Kindergarten	2026	388978
			Requested Leave - 1year	2026	
36-42	Johnson, Dana	Aug. 2017	K-6 Elementary Education	2025	482939
36-42	VanDenEinde, Beth	Aug. 2017	1-6 Elementary Education	2023	325261
36-42	Wheatley, Judd	Aug. 2017	5-12 Communication Arts/Literature	2026	426238
			Principal K-12	2026	
43	Hilbrands, Amber	Dec. 2017	B-Grade 3 Early Childhood Education	2022	505282
44-46	Sunderland, Meghar	Aug. 2019	K-6 Elementary Education	2022	462817
			5-8 Communication Arts/Literature	2022	
44-46	Westbrock, Renae	Aug. 2019	K-6 Elementary Education	2023	466339
			5-8 Mathematics	2023	
44-46	Westbrock, Jesse	Aug. 2019	5-12 Mathematics	2023	466389
47-49	Swenson, Stephanie	Aug. 2018	K-12 Academic and Behavioral Strategist	2022	439059
47-49	Bradford, Erica	Aug. 2018	B-Grade 3 Early Childhood Education	2023	505504
47-49	Strunc, Amy	Aug. 2018	K-6 Elementary Education	2026	405057
			B-Grade 3 Early Childhood Education	2026	
			ECSE	2026	
50	Hedtke, Jacklin	Aug. 2020	K-6 Elementary Education	2026	487100
			<b>Probationary</b>		
51-54	Lewandowski, Andre	Aug. 2019	5-12 Communication Arts/Literature	2025	482798
51-54	Grund, Brandon	Aug. 2019	K-6 Elementary Education	2024	513114



## November 2021 Activities Director Report

1. Try to attend the Musical this coming weekend if possible. They are performing “Willy Wonka” on Friday, November 12 at 7:00, Saturday, November 13 at 7:00 and Sunday, November 14 at 2:00.
2. The volleyball team won the Camden Conference North but lost a hard fought battle in the championship match to the South Champions, Minneota.
3. After winning their quarterfinal match vs RCW, the volleyball team lost in the subsection semifinal match vs Canby 2-3. We ended the season with a 20-8 record. (6 of the losses came from Class A’s #1, #2, & #3 state ranked teams and a loss to the #1 ranked 3A team).
4. The girls tennis team competed in the section individual tournament in Sioux Fall SD. The team is young and no player advanced in the tournament. Their participation numbers were up this year and they are losing just one senior. They ended the season with a 3-11 record.
5. The cross country team completed their season at the section race in Madison. Two boys ran from RCW but did not qualify for the state tournament. The MACCRAY runners were attending the National FFA Convention.
6. After winning their last regular season game vs YME, the football team lost to BOLD in the 1st round of the section tournament. We ended the season with a 1-8 record.
7. Some winter activities have started practicing. Starting dates were/are.
  - i. Dance - October 25
  - ii. JH BBB - November 2
  - iii. Girls BB - November 15
  - iv. Boys BB - November 22
  - v. Wrestling - November 22
8. Math League competitions have started virtually. All competitions will be done virtually this season. Mr. Olson has 13 students signed up at this time.

# **Winter 2021-22 MACCRAY Coaches/Supervisors** - updated 11/4/21

## **Boys Basketball**

Lucas Post	Head Varsity
Riley Aeikens	JV
Trent Carlson	C if needed
Jesse Westbrook	7 & 8 combined
Unknown	if numbers allow

## **Girls Basketball**

Shaun Condon	Head Varsity
Bryce Olson	JV
Dana Johnson	C or JH if needed
Unknown	JH???

## **Dance**

Janie Albertson	Head Varsity
Kim Wordes	Asst./JH
Haley Rhode	Volunteer

<b><u>Wrestling</u></b>	Justin Tongen	Co-Head-Quad County
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<b>Prom</b>	Brittany Cook
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<b>Knowledge Bowl</b>	Ashley Cook
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<b>Math League</b>	Bryce Olson
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<b>BPA</b>	Rhonda Pieper
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<b>Winter Weight Room</b>	Cole Christopher
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<b>One Act Play</b>	Unknown
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<b>Spelling Bee</b>	Unknown
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MACCRAY Elementary School  
Board Report  
November 8, 2021

- Certified staff inservice on Monday, 11/15
- I would like to again thank all of our staff members for stepping up and helping where they can. I have seen a great amount of teamwork in our schools.
- Conferences were completed on Monday, 10/25 and Thursday, 11/4. In-person and virtual meetings with a great turnout.
- Classroom cleanouts are ongoing, with 5th grade starting on 11/9
- Non-Certified staff completed CPR certification on Monday, 10/25
- We had our first (virtual) Pride Assembly in nearly two years on Friday, 11/4
- Elementary students have been voting on “sides” for our new playgrounds
- Our fall parties took place on Friday, 10/29. It was good to see so many parents back in our buildings.
- Upcoming Events
  - Veterans Day lessons/activities, 11/10
  - *Willy Wonka* Musical for K-6, 11/11
  - Staff Inservice, 11/15
  - Thanksgiving Break, 10/25 and 10/26
  - West Holiday Concert, 11/30
  - Staff Meeting, 12/1
  - East Holiday Concert, 12/2

Mitchell Kent  
Elementary School Principal

**Board Report**  
**MACCRAY High School**  
**November 8, 2021**

- **Student Support:**
  - 8<sup>th</sup> grade participated in a Courage and Respect Retreat that was facilitated by Youth Frontiers. We had approximately 56 students, 5 staff, and 12 student facilitators at the event.
  - Vision and Hearing Rescreens were conducted on 10/12.
  - Our work Biltz Day was a success! There was a significant amount of missing assignments that were completed.
  - Other student support events: P-ACT, ASVAB test, and the annual Job Shadow Day
  - October Reps in to speak with students: Concordia Moorhead, Army, SCSU, MSU Moorhead, Lakes Area Technical College
  - Conferences were completed 10/25 and 11/4. As of the completion of these notes, we had an 86% attendance rate. In-person and Zoom options were available, at parent discretion.
  
- **Staff Support:**
  - Mr. Johnson and I are working on finalizing our Perkins Grant application. The money will be going toward welding and woodworking equipment.
  - Planning for the middle school is in full swing. We had Supt. Renee Corneille of St. Anthony-New Brighton School join the Admin Team via Zoom on 11/4, and she will be in-person to work with us on 11/11. She is a former middle school principal, guest proctor for the Minnesota Principals' Academy, adjunct Professor for the University of Minnesota Organizational Leadership, Policy and Development Program, and she was recently recognized as the winner of the 2021 MASA Richard Green Scholar Award.
  
- **Upcoming:**
  - Willy Wonka musical performances will be next Friday-Sunday, with Sunday being a matinee performance.
  - Teacher workshop on 11/15
  - NHS Induction Ceremony 11/16
  - NHS Blood Drive on 12/8

Respectfully Submitted,

Judd K. Wheatley  
High School Principal

November 8, 2021

School Board Report by:

Sherri Broderius - Superintendent

#### Meetings with Mayors Tensen (Raymond) and Groothius (Maynard)

1. Raymond - Mayor Tenson, Chris Ziemer (ICS) and I met a few weeks ago and looked at the parts of the East building Mayor Tensen is interested in saving for Historical Society purposes. He indicated that Raymond would like the gymnasium, the four classrooms north of the gym and the current mechanical/custodial area. The rest of the building would be demolished and taken to level ground for grassy areas or gravel for parking. Mayor Tensen indicated that he would like the topographic survey of the property. I sent him an electronic copy of that from O'Malley. Currently, he awaits an estimate from Chris at ICS regarding the cost to work around the part of the building Raymond would like to keep. I hope to have that by the board meeting.

Earlier I met with the church custodian who allowed me to take the boundary lines map and make a copy. I did so and returned the boundary line map to Paul.

2. Maynard - Mayor Groothius, Chippewa County Commissioners, John Meyer EDA for Maynard, an architect, Scott and I have met. We have walked through the building for the possible use of housing Chippewa County Health and Human Services. Chippewa County is doing research to determine where to house portions of their County Offices. They plan that the research will last well into 2022. I have sent two letters to Mayor Groothius (and Mayor Tensen) reminding them that the MACCRAY School Board needs to know their intent for the buildings by January 1, 2022. It is my understanding that Prairie 5 is interested in using a small amount of space in that building.

In both cases, I have provided each mayor with any and all information they have requested on their journeys to create a use for their buildings. I have attended meetings (along with Scott) to answer questions and provide tours. I have not initiated meetings in either place. I am happy to reiterate that my goal has always been to provide whatever they may need to keep their structures in use.

It is also important to remember that part of the referendum vote was to demolish the two elementary buildings once we are all in one location. In order to do so a strict adherence to timelines of creating specifications, securing bids and approving the companies ability to do the demo work needs to be done. As such I will try one more time to notify each mayor and provide them each with a document indicating whether or not by January 1, 2022, they are or are not interested in purchasing the buildings. I am working with our school attorney at Kennedy and Graven along the way. They write any and all documents I send out to ensure accuracy.

I will ask for a motion from the MACCRAY School Board at the January 2022 board meeting to approve the decisions of each of the mayors so we may move ahead with plans to demolish or sell the properties.

I hope to have additional information for you at the December meeting.

Extract of Minutes of Meeting of the School Board of  
Independent School District No. 2180  
(MACCRAY Public Schools)  
Chippewa, Kandiyohi, and Renville Counties, Minnesota

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota, was duly held in said District on Monday, November 8, 2021, commencing at 6:00 p.m.

The following directors were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

The Chair announced that the next order of business was consideration of the proposals which had been received for the purchase of the District's General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A, to be issued in the original aggregate principal amount of \$\_\_\_\_\_.

The District Clerk presented a tabulation of the proposals for the Bonds which had been received in the manner specified in the Terms of Proposal. The proposals are set forth in EXHIBIT A attached hereto.

After due consideration of the proposals, Director \_\_\_\_\_ then introduced the following resolution and moved its adoption:

**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION ALTERNATIVE FACILITIES AND CAPITAL FACILITIES REFUNDING BONDS, SERIES 2021A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$\_\_\_\_\_; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AND PROVIDING FOR THE REFUNDING OF BONDS REFUNDED THEREBY**

BE IT RESOLVED By the School Board (the “Board”) of Independent School District No. 2180 (MACCRA Y Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota (the “District”), as follows:

Section 1. Sale of Bonds.

1.01. Background. It is hereby determined that:

(a) On May 15, 2013, the District issued its General Obligation Alternative and Capital Facilities Bonds, Series 2013A (the “Refunded Bonds”), in the original aggregate principal amount of \$5,960,000, currently outstanding in the principal amount of \$2,815,000, of which \$2,275,000 in principal amount is subject to redemption on or after February 1, 2022, pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 123B.59 (as then in effect) and 123B.62, as amended. Proceeds of the Refunded Bonds were used to (i) finance the costs of various facility upgrades in the District included in the District’s facility plan approved by the Commissioner of the Department of Education of the State of Minnesota (the “Commissioner”), including but not limited to mechanical ventilation system replacements and sprinkling/fire alarm system replacements (the “Alternative Facilities Project”); and (ii) finance the costs of energy conservation and deferred maintenance projects at the District facilities as approved by the Commissioner (the “Capital Facilities Project”).

(b) The District is authorized by Minnesota Statutes, Section 475.67, subdivision 3 to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the Board to be necessary or desirable for the reduction of debt service costs to the District or for the extension or adjustment of maturities in relation to the resources available for their payment.

(c) It is necessary and desirable for the reduction of debt service costs to the District that the District issue its General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A (the “Bonds”), in the original aggregate principal amount of \$\_\_\_\_\_, pursuant to Minnesota Statutes, Chapter 475, as amended, including Section 475.67, subdivision 3, and Section 123B.62, as amended (collectively, the “Act”), to redeem and prepay the Refunded Bonds on February 1, 2022 (the “Redemption Date”).

(d) The District is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds because the District has retained an independent municipal advisor in connection with the sale of the Bonds. The actions of the District staff and its municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

(e) Pursuant to a resolution adopted by the Board on September 13, 2021, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, as amended, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

1.02. Award to Purchaser and Interest Rates. The proposal of \_\_\_\_\_ (the “Purchaser”) to purchase the Bonds is determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (par amount of \$\_\_\_\_\_, [plus original issue premium of \$\_\_\_\_\_,] [less original issue discount of \$\_\_\_\_\_,] less underwriter’s discount of \$\_\_\_\_\_), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2023	%	2025	%
2024		2026	

True interest cost: \_\_\_\_\_%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created, as determined by the District Treasurer in consultation with the District’s municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Chair and District Clerk are directed to execute a contract with the Purchaser on behalf of the District.

1.04. Terms and Principal Amount of Bonds. The District will forthwith issue and sell the Bonds pursuant to the Act, including Section 475.67, subdivision 3, in the total principal amount of \$\_\_\_\_\_, originally dated December 2, 2021, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2025	\$
2024		2026	

(a) \$\_\_\_\_\_ in principal amount of the Bonds (the “Alternative Facilities Refunding Bonds”), maturing on February 1 in the years and amounts set forth below, will be used to refund the portion of the Refunded Bonds allocated to the Alternative Facilities Project on the Redemption Date:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2025	\$
2024		2026	

(b) The remainder of the Bonds in the principal amount of \$\_\_\_\_\_ (the “Capital Facilities Refunding Bonds”), maturing on February 1 in the years and amounts set forth below, will

be used to refund the portion of the Refunded Bonds allocated to the Capital Facilities Project on the Redemption Date:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2025	\$
2024		2026	

1.05. Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

**[TO BE COMPLETED IF TERM BONDS ARE REQUESTED: 1.06. Mandatory Redemption; Term Bonds.** The Bonds maturing on February 1, 20\_\_ and February 1, 20\_\_ shall hereinafter be referred to collectively as the “Term Bonds.” The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:]

<u>Sinking Fund Installment Date</u>	<u>Principal Amount</u>
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<u>February 1, 20__ Term Bond</u>
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\* *Maturity*

<u>February 1, 20__ Term Bond</u>
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\* *Maturity*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2022, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The District will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar” and the “Paying Agent”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

2.04. Appointment of Initial Registrar. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Chair and the District Clerk are authorized to execute and deliver, on behalf of the District, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this School Board, the District Treasurer must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the District Clerk and executed on behalf of the District by the signatures of the Chair and the District Clerk, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the District Clerk will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The District Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

### Section 4. Bonds; Security; Pledges.

4.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A Debt Service Fund (the "Debt Service Fund") to be administered and maintained by the District Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the District. The Debt Service Fund will be maintained in the manner herein specified until all of the Refunded Bonds have been paid and until all of the Bonds and the interest thereon have been fully paid. The District will maintain the following accounts in the Debt Service Fund: the "Alternative Facilities Project Account" and the "Capital Facilities Project Account." Amounts on deposit in the Alternative Facilities Project Account are irrevocably pledged to the Alternative Facilities Refunding Bonds, and amounts on deposit in the Capital Facilities Project Account are irrevocably pledged to the Capital Facilities Refunding Bonds.

(a) Alternative Facilities Project Account. To the Alternative Facilities Project Account of the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited: (i) collection of all taxes hereafter levied for the payment of the Alternative Facilities Refunding Bonds and interest thereon; (ii) amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) any and all other moneys which are properly available and are appropriated by the Board to the Alternative Facilities Project Account. The amount of any surplus remaining in the Alternative Facilities Project Account when the Alternative Facilities Refunding Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

(b) Capital Facilities Project Account. To the Capital Facilities Project Account of the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited: (i) collection of all taxes hereafter levied for the payment of the Capital Facilities Refunding Bonds and interest thereon; (ii) amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) any and all other moneys which are properly available and are appropriated by the Board to the Capital Facilities Project Account. The amount of any surplus remaining in the Capital Facilities Project Account when the Capital Facilities Refunding Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

4.02. Redemption Fund. All proceeds of the Bonds, less the appropriations made in Section 4.01 hereof and the costs of issuance of the Bonds, will be deposited in a separate fund (the "Redemption Fund") to be used solely to redeem and prepay the Refunded Bonds on the Redemption Date. Any balance remaining in the Redemption Fund after the redemption of the Refunded Bonds on the Redemption Date shall be deposited in the Alternative Facilities Project Account and the Capital Facilities Project Account of the Debt Service Fund herein created for the Bonds.

4.03. Prior Debt Service Funds. The debt service funds heretofore established for the Refunded Bonds pursuant to the resolutions authorizing the issuance and sale of the Refunded Bonds (together, the "Refunded Bonds Resolution") shall be terminated on the Redemption Date, following the redemption of the Refunded Bonds, and all monies therein are hereby transferred to the Alternative Facilities Project Account and the Capital Facilities Project Account of the Debt Service Fund herein created, as applicable.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the District will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the District which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the District to be spread upon the tax rolls and collected with and as part of other general taxes of the District (the "Taxes"). The Taxes will be credited to the Alternative Facilities Project Account and the Capital Facilities Project Account of the Debt Service Fund above provided and will be in the years and amounts as described on EXHIBIT C attached hereto.

4.06. Cancellation of Prior Levies after Redemption Date. Following the payment in full of all outstanding principal and interest due on the Refunded Bonds on the Redemption Date, the District

Treasurer is hereby directed to certify such fact to and request the County Auditor/Treasurer of Chippewa County, Minnesota, the County Auditor/Treasurer of Kandiyohi County, Minnesota, and the County Auditor/Treasurer of Renville County, Minnesota (collectively, the “County Auditors”) to cancel any and all tax levies made by the Refunded Bonds Resolution.

4.07. Certification to County Auditors as to Debt Service Fund Amount. It is determined that the estimated collection of the foregoing Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided will be irrevocable until the Bonds are paid, provided that at the time the District makes its annual tax levies the District Treasurer may certify to the County Auditors the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditors will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Certificate of County Auditors as to Registration. The District Clerk is authorized and directed to file a certified copy of this resolution with the County Auditors and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding of Refunded Bonds; Findings; Redemption of Refunded Bonds.

5.01. Purpose of Refunding. The Refunded Bonds will be called for redemption on the Redemption Date in the principal amount of \$2,275,000. It is hereby found and determined that based upon information presently available from the District’s municipal advisor, the issuance of the Bonds, a portion of which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holders of the Refunded Bonds and is necessary and desirable for the reduction of debt service costs to the District.

5.02. Application of Proceeds of Bonds. It is hereby found and determined that the proceeds of the Bonds deposited in the Redemption Fund will be sufficient to prepay all of the principal of, interest on and redemption premium (if any) on the Refunded Bonds.

5.03. Redemption; Date of Redemption. The Refunded Bonds maturing after the Redemption Date will be redeemed and prepaid on the Redemption Date. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as EXHIBIT D, which terms and conditions are hereby approved and incorporated herein by reference. The registrar for the Refunded Bonds is authorized and directed to send a copy of the Notice of Call for Redemption to each registered holder of the Refunded Bonds at least thirty (30) days prior to the Redemption Date.

Section 6. Authentication of Transcript.

6.01. Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the District as to the facts stated therein.

6.02. Certification as to Official Statement. The Chair, the District Clerk, and the District Treasurer are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their

knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Chair, the District Clerk, and the District Treasurer are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Chair, the District Clerk, and the District Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the District Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Electronic Signatures. The electronic signature of the Chair, the District Clerk, and/or the District Treasurer to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

6.05. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the District, on the date of closing.

Section 7. Tax Covenant.

7.01. Tax-Exempt Bonds. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. Rebate. The District will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds.

7.03. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

7.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the District makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the District hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds which are not qualified 501(c)(3) bonds) which will be issued by the District (and all subordinate entities of the District) during calendar year 2021 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the District during calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

7.05. Procedural Requirements. The District will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

#### Section 8. Book-Entry System; Limited Obligation of District.

8.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each such Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the District, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the District Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the District Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds will agree to take all action

necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interest, in the Bonds that they be able to obtain Bond certificates, the District will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the District will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair and District Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. Compliance with Provisions of Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the District to comply with the Continuing Disclosure Certificate will not be considered an event of default with respect to the Bonds; however, any Bondholder may such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**EXHIBIT A**

**PROPOSALS**

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_\_\_\_ UNITED STATES OF AMERICA \$\_\_\_\_\_

STATE OF MINNESOTA  
COUNTIES OF CHIPPEWA, KANDIYOHI, AND RENVILLE  
INDEPENDENT SCHOOL DISTRICT NO. 2180  
(MACCRAY PUBLIC SCHOOLS)

GENERAL OBLIGATION ALTERNATIVE FACILITIES AND  
CAPITAL FACILITIES REFUNDING BOND  
SERIES 2021A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 2, 2021	

Registered Owner: Cede & Co.

Independent School District No. 2180 (MACCRAY Public Schools), a duly organized and existing school district in Chippewa, Kandiyohi, and Renville Counties, Minnesota (the “District”), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing August 1, 2022, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

The Bonds are not subject to optional redemption prior to maturity.

This Bond is one of an issue in the aggregate principal amount of \$\_\_\_\_\_ all of like original issue date and tenor, except as to number, maturity date, and interest rate, all issued pursuant to a resolution adopted by the School Board of the District (the “Board”) on November 8, 2021 (the “Resolution”), for the purpose of refunding certain outstanding general obligations of the District, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, including Section 475.67, subdivision 3, and Section 123B.62, as amended. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the District are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the District in the event of any deficiency in ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bond of this series is issued only as a fully registered Bond in the denominations of \$5,000 or any integral multiple thereof of single maturities.

The Board has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, as amended, and to guarantee the payments of the principal of and interest on this Bond when due, pursuant to said statute.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Chair and District Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: December 2, 2021

**INDEPENDENT SCHOOL DISTRICT  
NO. 2180 (MACCRAY PUBLIC SCHOOLS),  
CHIPPEWA, KANDIYOHI, AND  
RENVILLE COUNTIES, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Chair

\_\_\_\_\_  
(Facsimile)  
District Clerk

---

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**BOND TRUST SERVICES CORPORATION**

By \_\_\_\_\_  
Its Authorized Officer

---

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of  
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

---

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

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NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

---

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

**EXHIBIT C**  
**TAX LEVY SCHEDULES**

**Tax Levy Schedule for Alternative Facilities Refunding Bonds**

<u>YEAR*</u>	<u>TAX LEVY</u>
2022	
2023	
2024	
2025	

*\*Year tax levy collected*

**Tax Levy Schedule for Capital Facilities Refunding Bonds**

<u>YEAR*</u>	<u>TAX LEVY</u>
2022	
2023	
2024	
2025	

*\*Year tax levy collected*

**EXHIBIT D**

**NOTICE OF CALL FOR REDEMPTION**

\$5,960,000  
INDEPENDENT SCHOOL DISTRICT NO. 2180  
(MACCRAY PUBLIC SCHOOLS)  
CHIPPEWA, KANDIYOHI, AND RENVILLE COUNTIES, MINNESOTA  
GENERAL OBLIGATION ALTERNATIVE AND CAPITAL FACILITIES BONDS  
SERIES 2013A

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota (the "District"), there have been called for redemption and prepayment on

February 1, 2022

all outstanding bonds of the District designated as General Obligation Alternative and Capital Facilities Bonds, Series 2013A, dated May 15, 2013, having stated maturity dates of February 1 in the years 2023 through 2026, both inclusive, totaling \$2,275,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2023	\$550,000	554265 CA4
2024	560,000	554265 CB2
2025	575,000	554265 CC0
2026	590,000	554265 CD8

The bonds are being called at a price of par plus accrued interest to February 1, 2022, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Bond Trust Services Corporation, 3060 Centre Pointe Drive, Roseville, Minnesota 55113, on or before February 1, 2022.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2009, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: \_\_\_\_\_.

BY ORDER OF THE BOARD OF  
EDUCATION OF INDEPENDENT SCHOOL  
DISTRICT NO. 2180 (MACCRAY PUBLIC  
SCHOOLS), CHIPPEWA, KANDIYOHI, AND  
RENVILLE COUNTIES, MINNESOTA

By /s/ Carmel Thein  
District Clerk  
Independent School District No. 2180  
(MACCRAY Public Schools), Chippewa,  
Kandiyohi, and Renville Counties, Minnesota

STATE OF MINNESOTA        )  
  )  
COUNTIES OF CHIPPEWA,    ) SS.  
KANDIYOHI, AND            )  
RENVILLE                    )

I, the undersigned, being the duly qualified and acting District Clerk of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota (the “District”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of the School Board of the District held on November 8, 2021, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the District’s General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2021A, in the original aggregate principal amount of \$\_\_\_\_\_.

WITNESS My hand officially as such District Clerk this \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
District Clerk  
Independent School District No. 2180  
(MACCRAY Public Schools), Chippewa,  
Kandiyohi, and Renville Counties, Minnesota

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

MSBA/MASA Model Policy 507

Orig. 1995

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

Rev. 2001~~21~~

## 507 CORPORAL PUNISHMENT

*[Note: The provisions of this policy substantially reflect statutory requirements.]*

### I. PURPOSE

The purpose of this policy is to describe limitations on corporal punishment of students.

### II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district or charter school shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term “corporal punishment” means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.

### III. EXCEPTIONS

A teacher or school principal may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another. Other school district employees, school bus drivers, or other agents of a school district may use reasonable force when necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

### IV. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

**Legal References:** Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)  
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
[MSBA/MASA Model Policy 414 \(Mandated Reporting of Child Neglect or Physical or Sexual Abuse\)](#)  
[MSBA/MASA Model Policy 415 \(Mandated Reporting of Maltreatment of](#)

|

Vulnerable Adults)

MSBA/MASA Model Policy 506 (Student Discipline)

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

MSBA/MASA Model Policy 515

Orig. 1995

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

Rev. 20132021

## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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

### I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

### II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota- Statutes- Chapter. 13, and Minnesota. Rules Parts 1205.0100-1205.2000.

### III. DEFINITIONS

#### A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

#### B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for authorized-automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice-prints, DNA sequence, facial characteristics, and handwriting).

#### C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, iInternet, or other electronic communication-information

and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

“Directory information” means information contained in an education record of a student ~~which that~~ would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to, the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, dates of attendance, grade level, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

1. a student's social security number;
2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

*[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be*

*limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board ~~which~~who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]*

E. Education Records

1. What constitutes “education records.” Education records means those records ~~which that are~~: (1) ~~are~~ directly related to a student; and (2) ~~are~~ maintained by the school district or by a party acting for the school district.
2. What does not constitute ~~an~~ education records. The term, “education records,” does not include:
  - a. Records of instructional personnel ~~which that are~~:
    - (1) ~~kept~~ in the sole possession of the maker of the record;
    - (2) ~~used only as a personal memory aid~~;
    - (3) ~~not~~ accessible or revealed to any other individual ~~except a~~ ~~temporary~~ -substitute teacher; and
    - (4) ~~destroyed~~ at the end of the school year.
  - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
    - (1) maintained separately from education records;
    - (2) maintained solely for law enforcement purposes; and
    - (3) disclosed only to law enforcement officials of the same jurisdiction.
  - c. Records relating to an individual, including a student, who is employed by the school district which:
    - (1) are made and maintained in the normal course of business;
    - (2) relate exclusively to the individual in that individual’s capacity as an employee; and

(3) are not available for use for any other purpose.

However, ~~these provisions shall not apply to~~ records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, ~~which~~that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district ~~that only contain information about an individual~~ after an individual ~~he or she~~ is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

G. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

H. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education

data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education; ~~or~~
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; ~~or~~
4. Perform a task directly related to responding to a request for data.

I. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

J. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

K. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

L. Responsible Authority

"Responsible authority" means [*designate title and actual name of individual*].

M. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

N. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

*[Note: School districts may wish to reference police liaison officers in the definition of a “school official.” Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered “school officials” only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district’s legal counsel is recommended.]*

O. Summary Data

“Summary data” means 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 the individual is ascertainable.

P. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

#### IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

#### V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

C. ~~Disabled~~ Students with a Disability

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality-privacy, notice, access, record keeping and accuracy of information related to students with a disability.

**VI. DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
  - a. in plain language;
  - b. dated;

- c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under ~~Minnesota Statutes Chapter~~ 256B or Minnesota Care under ~~Minnesota Statutes Chapter~~ 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school

district would otherwise use employees;

- b. is under the direct control of the school district with respect to the use and maintenance of education records; and
- c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

- 3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 U.S.C. § 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, §section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, §section 120A.22, §subdivision 7(c) or §section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records ~~which~~that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
- 4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, ~~or the Commissioner of the State Department of Education or his or her representative~~, subject to the conditions relative to such disclosure provided under federal law;
- 5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance

at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.
  
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to

personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the

school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student’s education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage

to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under ~~Minnesota Statutes~~ §section 260B.171, ~~Ssubdivision~~ 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;
20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under ~~Minnesota Statutes~~ §section 260B.171, ~~Ssubdivision~~ 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly

vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;~~or~~

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements;~~;~~ or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and

authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

**VII. RELEASE OF DIRECTORY INFORMATION**

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to

inform the parents and eligible students of:

- a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
- b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
- c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

***[Note: Federal law ~~now~~ allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. ~~which~~that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]***

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

## VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances,

if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
  - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
  - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
  - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
  - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
  - e. whether the data concerns medical, dental or other health services provided pursuant to ~~Minnesota Statutes, §§sections~~ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under ~~Minnesota Statutes § 127A.852~~this provision is private data on individuals, but summary data may be published by the Department of Education, as defined in section 13.02, Subd. 12.

## IX. DISCLOSURE OF CONFIDENTIAL RECORDS

### A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

### B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to ~~Minnesota Statutes, Chapter: 260E § 626.556~~, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of ~~Minnesota Statutes, Chapter: 260E § 626.556, Subd. 11.~~

Regardless of whether a written report is made under ~~Minnesota Statutes, § 626.556 Chapter: 260E, Subd. 7~~, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

### C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or ~~which~~ are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district

employees, and/or attorney data as defined in Minnesota Statutes, §section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
  - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
  - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

**X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, §section 121A.40, *et seq.*

**XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

- A. The school district will release the names, addresses, electronic mail address (which

shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

- B. Data released to military recruiting officers under this provision:
1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; ~~and~~
  2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
  2. Home address;
  3. Student's grade level;
  4. School presently attended by student;
  5. Parent's legal relationship to student, if applicable;
  6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse

to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## **XII. LIMITS ON REDISCLOSURE**

### **A. Redisclosure**

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

### **B. Redisclosure Not Prohibited**

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
  - a. The disclosures meet the requirements of Section VI. of this policy; and
  - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully

issued subpoena.

*[Note: 42 U.S.C. § 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]*

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

### **XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, ~~which~~that indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information; and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

- c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

***[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]***

4. The record of requests of disclosures may be inspected by:
  - a. the parent of the student or the eligible student;
  - b. the school official or his or her assistants who are responsible for the custody of the records; and
  - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
  - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

- b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

#### **XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
  - a. the cost of materials, including paper, used to provide the copies;
  - b. the cost of the labor required to prepare the copies;
  - c. any schedule of standard copying charges established by the school district in its normal course of operations;
  - d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
  - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall

be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

## **XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

### **A. Request to Amend Education Records**

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

### **B. Right to a Hearing**

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
  - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
  - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of ~~Minnesota Statutes Chapter~~ 14 relating to contested cases.

## **XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means *[designate title and actual name of individual]*.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

## **XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

### **A. Where to File Complaints**

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the ~~Family Policy Compliance Office~~, U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

### **B. Content of Complaint**

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

## **XVIII. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

## **XIX. ANNUAL NOTIFICATION OF RIGHTS**

### **A. Contents of Notice**

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

**XX. DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the school district shall be controlled by state and federal law.

**XXI. COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the

superintendent's office ~~of the superintendent.~~

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.393 (Attorneys)  
Minn. Stat. Ch. 14 (Administrative Procedures Act)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.75 (~~Sharing Disposition Order and Peace Officer Records~~ Receipt of Records; Sharing)  
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)  
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)  
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)  
Minn. Stat. Ch. 256L (MinnesotaCare)  
Minn. Stat. § 260B.171, ~~§~~subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
Minn. Stat. § 363A.42 (Public Records; Accessibility)  
~~Minn. Stat. § Ch. 260E-626.556 (Reporting of Maltreatment of Minors)~~  
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)  
18 U.S.C. § 2331 (Definitions)  
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)  
20 U.S.C. § 7908 (Armed Forces Recruiting Information)  
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)  
25 U.S.C. § 5304 (Definitions – Tribal Organization)  
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)  
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)  
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)  
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)  
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)  
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)  
~~*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)~~

**Cross References:** MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 520 (Student Surveys)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 722 (Public Data Requests)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory

Offenders)

MSBA ~~Service Manual, Chapter 13,~~ School Law Bulletin “T” (School Records – Privacy – Access to Data)

## **PUBLIC NOTICE**

Independent School District No. gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
  - a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;
  - b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
  - c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;
  - d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with

whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

- e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to section 20 U.S.C. § 7917, part of the federal ~~No-Child-Left-Behind~~ Every Student Succeeds Act *[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* *[and data regarding a student's history of violent behavior,]* and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
- f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue S.W.  
Washington, D.C. 20202

*[optional]*

- g. That the parent or eligible student has a right to obtain a copy of the school district's policy regarding the protection and privacy of pupil records; and

*[optional]*

- h. That copies of the school district's policy regarding the protection and privacy of school records are located at \_\_\_\_\_ *[insert location]*.

[optional]

2. Independent School District No. \_\_\_\_\_ has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:
  - a. It classifies records as public, private, or confidential.
  - b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.
  - c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.
  - d. It establishes procedures and regulations for access to and disclosure of education records.
  - e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.
3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
4. Pursuant to applicable law, Independent School District No. \_\_\_\_\_ gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; address; telephone number; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number (ID) if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

***[Note: The definition of directory information is found on page 515-2 of the school district's policy. This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to include some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. A school district also may specify in this section that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]***

- a. THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.**
- b. SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.**
- c. IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E., SUBJECT TO CONSENT PRIOR TO DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:**
  - (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
  - (2) HOME ADDRESS;**
  - (3) SCHOOL PRESENTLY ATTENDED BY STUDENT;**

- (4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
- (5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.**

5. Pursuant to applicable law, Independent School District No. hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

**SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT.**

**IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, [DESIGNATE TITLE OF INDIVIDUAL, I.E., BUILDING PRINCIPAL], BY [INSERT DATE] EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:**

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
- (2) HOME ADDRESS;**
- (3) STUDENT'S GRADE LEVEL;**
- (4) SCHOOL PRESENTLY ATTENDED BY STUDENT;**
- (5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
- (6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY**

**RECRUITING OFFICERS AND POST-SECONDARY  
EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;**

- (7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.**

***Notice: Refusal to release the above information to military recruiting officers and post- secondary educational institutions alone does not affect the school district's release of directory information to the public, including military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the Directory Information section of this notice also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers or post-secondary educational institutions, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers and post-secondary educational institutions.***

INDEPENDENT SCHOOL DISTRICT NO. \_\_\_\_\_  
\_\_\_\_\_, MINNESOTA

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair

**[Note: The use of this form requesting information about specific activities or behavior is mandated by statute. In addition, the school district is required to maintain such requests and a record of any release in the student's file.]**

**JUVENILE JUSTICE SYSTEM  
REQUEST FOR INFORMATION**

Family Educational Rights and Privacy Act  
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

**DATE/TIME OF REQUEST:** \_\_\_\_\_

**TO:** \_\_\_\_\_  
(Superintendent of school district or chief administrative officer of school)

**FROM:** \_\_\_\_\_  
(Requester's name/agency)

**STUDENT:** \_\_\_\_\_

**BASIS FOR REQUEST:**

- \_\_\_\_\_ Juvenile delinquency investigation/prosecution
- \_\_\_\_\_ Child protection assessment/investigation
- \_\_\_\_\_ Investigation/filing of CHIPS or delinquency petition

**REASON FOR REQUEST:** (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESPONSE TO REQUEST:**

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

**INFORMATION REQUESTED:** (mark all that apply) **RESPONSE PROVIDED:** (yes / no) Indicate whether you have data that document the student's:

_____	Use of a controlled substance, alcohol, or tobacco	_____
_____	Assaultive or threatening conduct as defined in Minn. Stat. § 13.32, Subd. 8	_____
_____	Possession or use of weapons or look-alike weapons	_____
_____	Theft	_____
_____	Vandalism and damage to property	_____

**CERTIFICATION:** The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

\_\_\_\_\_  
Signature/Title

***[Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the principal or chief administrative officer must respond to the data request.]***