

**MACCRAY ISD 2180**  
**Clara City, MN 56222**  
**High School Media Center**  
**Monday,**  
**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 – Jan. 29 and Feb. 10.
  - 5.2 Approve payment of bills and financial report.
  - 5.3 Approve contract with Social Studies Teacher – M. Beekman
  - 5.4 Approve Continuing Contracts with C. Christopher, M. Sunderland, T. Carlson, T. Suchanek, S. Honken, D. Johnson, A. Thissen, B. Van Den Einde, A. Hilbrands, R. Westbrook, J. Westbrook.
  - 5.5 Approve Resignation of Teacher – A. Unke
  - 5.6 Approve Contract with Ag Teacher – K. Kutzke
  - 5.7 Approve Contract with Math Teacher – A. Larson
  - 5.8 Approve Spring Coaches/Advisors.
- 6.0 Communication Reports
  - 6.1 Administrative Reports
    - 6.1.1 Denise Smith, Community Education - none
    - 6.1.2 Jim Trulock, Activities Director.
    - 6.1.3 Judd Wheatley, Elementary Principal
    - 6.1.4 Melissa Sparks, High School Principal
    - 6.1.5 Sherri Broderius, Superintendent
  - 6.2 Committee Reports – Building update = Thein and Alsum.
- 7.0 Discussion items – No action required
- 8.0 Business items – Action Required
  - 8.1 Approve Memorandum of Understanding Regarding Disability Bank Leave use.
  - 8.2 Approve SWSC Contract.
  - 8.3 Approve A&I 3 year plan and FY21 Budget.
  - 8.4 Approve first and final reading of Policy 703 – Annual Audit.
  - 8.5 Approve first and final reading of Policy 720 – Vending Machines.
  - 8.6 Approve moving the April 13 meeting to April 6 at 6pm.
- 9.0 Upcoming Meetings
  - 9.1 Special Board Meeting, Monday, March 30, 5:30 pm, HS Media Center. Agenda: Approve Building Design – ICS presenting.
  - 9.2 Regular Board Meeting, Monday, April 13, 6pm, HS Media Center.
  - 9.3 Regular Board Meeting, Monday, May 11, 6pm, HS Media Center.
- 10.0 Adjournment

**Minutes of the Board of Education  
Independent School District #2180  
Regular Meeting #8  
Monday, Feb. 10, 2020 6:00 PM  
High School Media Center**

Members Present: Tate Mueller, Julie Alsum, Scott Ruitter, Lane Schwitters, Debi Brandt, Carmel Thein.  
Others Present: Sherri Broderius, Superintendent; Melissa Sparks, HS Principal, Judd Wheatley, Elem.  
Principal, Kim Sandry, Business Manager; Sam Peterson, Herald.

Chair Lane Schwitters called the meeting to order at 6:00 pm.  
Pledge of Allegiance

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

Public comment: None.

Approval of Consent Agenda:

Motion by Alsum, second by Brandt, to approve the consent agenda.  
Motion carried by unanimous vote.

Adoption of Minutes

Approve payment of bills and financial report.

Approve Paraprofessional Employment Agreement – E. Sorgatz

Approve Paraprofessional Employment Agreement – J. Krueger

Approve Resignation of Paraprofessional – A. Bergstrom

Approve Resignation – J. Prekker

Approve Family Medical Leave – B. Olson

Communications Reports:

Mrs. Smith: No report.

Mr. Trulock: Reported on Winter Tournaments, Spring Sport start dates, participation numbers.

Mr. Wheatley: Elementary special events.

Mrs. Sparks: Written – recognition.

Ms. Broderius: Nurse report, Bonds, construction planning.

Committee Report: Project Oversight Committee – Alsum, Thein

Discussion Items: None

Business Items:

Resolution by Thein, second by Alsum, to adopt Resolution for Local Control.

Roll Call Vote: In favor: Thein, Mueller, Alsum, Brandt, Ruitter, Schwitters.

Opposed: none

Resolution is passed and adopted.

Motion by Ruitter, second by Thein, to approve the 2020-2021 School Calendar. Motion carried by 5-1 vote.

Motion by Mueller, second by Brandt, to acknowledge that the corrective action for the Nov. 5, 2019 Election has been completed and the Election is finalized/finished.  
Motion carried by unanimous vote.

Motion by Mueller, second by Ruitter, to approve the PEHVAC CTE Class Agreement with MRVED.  
Motion carried by unanimous vote.

Motion by Ruitter, second by Alsum, to approve the first and final reading of Policy 615 – Testing Accommodations, Modifications, and Exemptions for IEP’s, Section 504 plans, and LEP students.  
Motion carried by unanimous vote.

Motion by Ruitter, second by Alsum, to approve the first and final reading of Policy 616-School District System Accountabiliy.  
Motion carried by unanimous vote.

Resolution by Alsum, second by Thein, to adopt a resolution directing administration to make recommendations for reduction in programs and positions and the reason there for.

Roll Call Vote: In favor: Thein, Mueller, Alsum, Brandt, Ruitter, Schwitters.

Opposed: none

Resolution is passed and adopted.

Meetings and Workshops:

Regular Board Meeting, Monday, March 9, HS Media Center, 6pm.

Regular Board Meeting, Monday, April 13, HS Media Center, 6pm.

Adjournment of Meeting

Motion by Brandt, second by Mueller, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 6:46 pm.

Respectfully submitted,

Carmel Thein, Clerk

Kim Sandry, Business Manager

**Minutes of the Board of Education  
Independent School District #2180  
Special Meeting  
January 29, 2020, 5pm  
High School Media Center**

Members Present: Tate Mueller, Carmel Thein, Julie Alsum, Scott Ruitter, Lane Schwitters  
Others Present: Sherri Broderius, Superintendent, Kim Sandry

Chair Lane Schwitters called the meeting to order at 5:00 pm.

Motion by Ruitter, second by Alsum, to approve the agenda as presented. Motion carried by unanimous vote.

Business items:

Resolution by Alsum, second by Ruitter, providing for the Bond Award Resolution.

Roll Call Vote:

In favor: Mueller, Thein, Alsum, Ruitter, Schwitters

Opposed: none

Absent: Brandt

Resolution passed and adopted.

Motion by Thein, second by Mueller, to adjourn meeting. Motion carried by unanimous vote. Meeting adjourned at 5:27pm.

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

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		50813		Wire	1	00867	PERA	No	No	No	USD	02/14/2020	13,035.37
2180	Pay		50814		Wire	1	00868	MN Teachers Retirement Assoc.	No	No	No	USD	02/14/2020	25,903.13
2180	Pay		50815		Wire	1	2181	Educators Benefit Consultants, LLC	No	No	No	USD	02/14/2020	12,980.58
2180	Pay		50816		Wire	1	2385	MN Department of Revenue	No	No	No	USD	02/14/2020	8,595.89
2180	Pay		50817		Wire	1	2875	Internal Revenue Service	No	No	No	USD	02/14/2020	57,389.84
2180	Pay		50829		Wire	1	2181	Educators Benefit Consultants, LLC	No	No	No	USD	02/14/2020	50.00
2180	Pay		50830		Wire	1	3881	Vanco, Inc	No	No	No	USD	02/14/2020	23.75
2180	Pay		50832		Wire	1	3881	Vanco, Inc	No	No	No	USD	02/14/2020	28.25
2180	Pay		50916		Wire	1	2086	Minnesota UI Fund	No	No	No	USD	02/27/2020	1,256.40
2180	Pay		50928		Wire	1	00867	PERA	No	No	No	USD	02/27/2020	11,231.51
2180	Pay		50929		Wire	1	00868	MN Teachers Retirement Assoc.	No	No	No	USD	02/27/2020	27,083.78
2180	Pay		50930		Wire	1	2181	Educators Benefit Consultants, LLC	No	No	No	USD	02/27/2020	12,980.58
2180	Pay		50931		Wire	1	2385	MN Department of Revenue	No	No	No	USD	02/27/2020	8,380.89
2180	Pay		50932		Wire	1	2875	Internal Revenue Service	No	No	No	USD	02/27/2020	56,722.08
2180	Pay		50076	51572	Check	1	3891	SNDM	Yes	No	Yes	USD	02/27/2020	(100.00)
2180	Pay		50712	52080	Check	1	00878	American Family -AFLAC	Yes	No	No	USD	02/04/2020	952.78
2180	Pay		50715	52081	Check	1	1039	Citizens Alliance Bank	Yes	No	No	USD	02/04/2020	260.00
2180	Pay		50716	52082	Check	1	2985	EDUCATORS BENEFIT CONSULTANTS	Yes	No	No	USD	02/04/2020	2,377.90
2180	Pay		50721	52083	Check	1	4594	Kensington Bank	Yes	No	No	USD	02/04/2020	191.67
2180	Pay		50718	52084	Check	1	3402	Lake Region Bank	Yes	No	No	USD	02/04/2020	289.58
2180	Pay		50717	52085	Check	1	3014	LegalShield	Yes	No	No	USD	02/04/2020	12.95
2180	Pay		50713	52086	Check	1	00880	MACCRAY Education Association	Yes	No	No	USD	02/04/2020	3,226.51
2180	Pay		50714	52087	Check	1	00881	NCBERS Group Life Ins.	Yes	No	No	USD	02/04/2020	68.00
2180	Pay		50720	52088	Check	1	4575	Old National Bank	Yes	No	No	USD	02/04/2020	496.02
2180	Pay		50719	52089	Check	1	3844	United Way of West Central MN	Yes	No	No	USD	02/04/2020	10.00
2180	Pay		50711	52090	Check	1	00023	UNUM Life Insurance Company	Yes	No	No	USD	02/04/2020	257.22
2180	Pay		50723	52091	Check	1	4691	Turnbull, Donald Scott	Yes	No	No	USD	02/04/2020	125.00
2180	Pay		50722	52092	Check	1	3639	Voorhees, Ritchie	Yes	No	No	USD	02/04/2020	125.00
2180	Pay		50733	52093	Check	1	4163	Dakota Mailing & Shipping Equipment, Inc.	Yes	No	No	USD	02/04/2020	82.06
2180	Pay		50724	52094	Check	1	00105	Hillyard / Hutchinson	Yes	No	No	USD	02/04/2020	2,855.01
2180	Pay		50732	52095	Check	1	3962	Indianhead Foodservice Distributor	Yes	No	No	USD	02/04/2020	3,551.74
2180	Pay		50731	52096	Check	1	3674	Kockelman, Duane	Yes	No	No	USD	02/04/2020	100.00
2180	Pay		50734	52097	Check	1	4626	Kubota Leasing	Yes	No	No	USD	02/04/2020	583.78
2180	Pay		50728	52098	Check	1	3035	Norland, Craig	Yes	No	No	USD	02/04/2020	100.00
2180	Pay		50725	52099	Check	1	00763	Pan-O-Gold Baking Company	Yes	No	No	USD	02/04/2020	124.35
2180	Pay		50727	52100	Check	1	2992	Pitney Bowes Global Financial Services	Yes	No	No	USD	02/04/2020	371.40
2180	Pay		50729	52101	Check	1	3096	PNC Equipment Finance	Yes	No	No	USD	02/04/2020	70,088.00
2180	Pay		50726	52102	Check	1	01797	Purchase Power	Yes	No	No	USD	02/04/2020	201.00
2180	Pay		50730	52103	Check	1	3425	Wesely, Robert	Yes	No	No	USD	02/04/2020	100.00

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		50739	52104	Check	1 2923		VISA - CABank	Yes	No	No	USD	02/05/2020	2,814.43
2180	Pay		50741	52105	Check	1 4701		Biocognitive Science Institute	Yes	No	No	USD	02/05/2020	150.00
2180	Pay		50745	52106	Check	1 4406		MACCRAY Choir	Yes	No	No	USD	02/06/2020	90.00
2180	Pay		50746	52107	Check	1 2882		MN BPA	Yes	No	No	USD	02/07/2020	2,672.00
2180	Pay		50747	52108	Check	1 4550		MACCRAY BPA	Yes	No	No	USD	02/07/2020	1,400.00
2180	Pay		50755	52109	Check	1 3653		Gullickson, Vance	Yes	No	No	USD	02/11/2020	125.00
2180	Pay		50756	52110	Check	1 4690		Smith, Eric	Yes	No	No	USD	02/11/2020	125.00
2180	Pay		50785	52111	Check	1 3817		AbleNet, Inc	Yes	No	No	USD	02/13/2020	530.00
2180	Pay		50788	52112	Check	1 4092		Balfany, Emily	Yes	No	No	USD	02/13/2020	175.00
2180	Pay		50769	52113	Check	1 1817		Bennett Office Technologies	Yes	No	No	USD	02/13/2020	3,245.61
2180	Pay		50796	52114	Check	1 4525		Bronner, Kevin E.	Yes	No	No	USD	02/13/2020	125.00
2180	Pay		50798	52115	Check	1 4613		Capitivate Media + Consulting	Yes	No	No	USD	02/13/2020	250.00
2180	Pay		50758	52116	Check	1 00044		City of Clara City	Yes	No	No	USD	02/13/2020	618.46
2180	Pay		50761	52117	Check	1 00246		City of Raymond	Yes	No	No	USD	02/13/2020	184.98
2180	Pay		50759	52118	Check	1 00046		Clara City Herald	Yes	No	No	USD	02/13/2020	192.00
2180	Pay		50760	52119	Check	1 00048		Clara City Telephone Company	Yes	No	No	USD	02/13/2020	684.33
2180	Pay		50767	52120	Check	1 1427		Dean Foods North Central, Inc.	Yes	No	No	USD	02/13/2020	1,493.85
2180	Pay		50795	52121	Check	1 4503		Device Repair - Marshall	Yes	No	No	USD	02/13/2020	200.00
2180	Pay		50762	52122	Check	1 00379		Donners Service Station	Yes	No	No	USD	02/13/2020	712.84
2180	Pay		50790	52123	Check	1 4282		First Choice Food & Beverage	Yes	No	No	USD	02/13/2020	38.42
2180	Pay		50780	52124	Check	1 3344		Glencoe Silver Lake Schools	Yes	No	Yes	USD	02/13/2020	40.00
2180	Pay		50780	52124	Check	1 3344		Glencoe Silver Lake Schools	Yes	No	Yes	USD	02/14/2020	(40.00)
2180	Pay		50777	52125	Check	1 3280		Guertin, Dave	Yes	No	Yes	USD	02/13/2020	345.00
2180	Pay		50776	52126	Check	1 3038		Hahn, Paul Elsworth	Yes	No	No	USD	02/13/2020	125.00
2180	Pay		50794	52127	Check	1 4488		Hultgren, Jaime	Yes	No	No	USD	02/13/2020	215.05
2180	Pay		50787	52128	Check	1 3962		Indianhead Foodservice Distributor	Yes	No	No	USD	02/13/2020	2,817.98
2180	Pay		50778	52129	Check	1 3311		J.W. Pepper & Son, Inc.	Yes	No	No	USD	02/13/2020	17.55
2180	Pay		50782	52130	Check	1 3426		Jans, Scott	Yes	No	No	USD	02/13/2020	60.00
2180	Pay		50771	52131	Check	1 2508		KDMA	Yes	No	No	USD	02/13/2020	400.00
2180	Pay		50791	52132	Check	1 4326		Kennedy & Graven, Chartered	Yes	No	No	USD	02/13/2020	4,483.50
2180	Pay		50779	52133	Check	1 3334		Lecy, Ben	Yes	No	No	USD	02/13/2020	200.00
2180	Pay		50799	52134	Check	1 4702		Leuze, Jan	Yes	No	No	USD	02/13/2020	30.00
2180	Pay		50781	52135	Check	1 3401		Lindstrom, Dylan	Yes	No	No	USD	02/13/2020	300.00
2180	Pay		50784	52136	Check	1 3658		MDTSEA	Yes	No	No	USD	02/13/2020	195.00
2180	Pay		50797	52137	Check	1 4540		Meyer, Melissa	Yes	No	No	USD	02/13/2020	69.00
2180	Pay		50792	52138	Check	1 4410		MN PEIP	Yes	No	No	USD	02/13/2020	65,685.30
2180	Pay		50765	52139	Check	1 00763		Pan-O-Gold Baking Company	Yes	No	Yes	USD	02/13/2020	0.00
2180	Pay		50775	52140	Check	1 2992		Pitney Bowes Global Financial Services	Yes	No	No	USD	02/13/2020	432.36
2180	Pay		50763	52141	Check	1 00650		Prinsburg Farmers Coop	Yes	No	No	USD	02/13/2020	46.70

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		50770	52142	Check	1 2347		Rochester Telecom Systems	Yes	No	No	USD	02/13/2020	123.46
2180	Pay		50786	52143	Check	1 3845		Ross, Aubrey	Yes	No	No	USD	02/13/2020	73.60
2180	Pay		50793	52144	Check	1 4415		Ruether Bros. LLC	Yes	No	No	USD	02/13/2020	60.11
2180	Pay		50773	52145	Check	1 2932		Sandry, Kim	Yes	No	No	USD	02/13/2020	187.12
2180	Pay		50800	52146	Check	1 4703		Saue, Lnsey	Yes	No	No	USD	02/13/2020	220.00
2180	Pay		50772	52147	Check	1 2766		Shackelford, Rick	Yes	No	No	USD	02/13/2020	110.00
2180	Pay		50766	52148	Check	1 1374		Sparks, Melissa	Yes	No	No	USD	02/13/2020	118.74
2180	Pay		50774	52149	Check	1 2943		Sweep Hardware	Yes	No	No	USD	02/13/2020	751.12
2180	Pay		50764	52150	Check	1 00734		Tostenson, Inc.	Yes	No	No	USD	02/13/2020	245.17
2180	Pay		50783	52151	Check	1 3554		TRIO Supply Co	Yes	No	No	USD	02/13/2020	543.87
2180	Pay		50789	52152	Check	1 4245		Wheatley, Judd	Yes	No	No	USD	02/13/2020	95.11
2180	Pay		50768	52153	Check	1 1469		Xcel Energy	Yes	No	No	USD	02/13/2020	718.49
2180	Pay		50809	52154	Check	1 3614		Petrich, Steve	Yes	No	No	USD	02/13/2020	100.00
2180	Pay		50810	52155	Check	1 3640		Bruer, Michael	Yes	No	No	USD	02/14/2020	125.00
2180	Pay		50811	52156	Check	1 3858		Harding, Grant	Yes	No	No	USD	02/14/2020	125.00
2180	Pay		50812	52157	Check	1 4704		RABA	Yes	No	No	USD	02/14/2020	150.00
2180	Pay		50819	52158	Check	1 00878		American Family -AFLAC	Yes	No	No	USD	02/14/2020	952.78
2180	Pay		50822	52159	Check	1 1039		Citizens Alliance Bank	Yes	No	No	USD	02/14/2020	260.00
2180	Pay		50823	52160	Check	1 2985		EDUCATORS BENEFIT CONSULTANTS	Yes	No	No	USD	02/14/2020	2,377.90
2180	Pay		50828	52161	Check	1 4594		Kensington Bank	Yes	No	No	USD	02/14/2020	191.67
2180	Pay		50825	52162	Check	1 3402		Lake Region Bank	Yes	No	No	USD	02/14/2020	289.58
2180	Pay		50824	52163	Check	1 3014		LegalShield	Yes	No	No	USD	02/14/2020	12.95
2180	Pay		50820	52164	Check	1 00880		MACCRAY Education Association	Yes	No	No	USD	02/14/2020	3,226.51
2180	Pay		50821	52165	Check	1 00881		NCPERS Group Life Ins.	Yes	No	No	USD	02/14/2020	68.00
2180	Pay		50827	52166	Check	1 4575		Old National Bank	Yes	No	No	USD	02/14/2020	396.02
2180	Pay		50826	52167	Check	1 3844		United Way of West Central MN	Yes	No	No	USD	02/14/2020	10.00
2180	Pay		50818	52168	Check	1 00023		UNUM Life Insurance Company	Yes	No	No	USD	02/14/2020	257.22
2180	Pay		50831	52169	Check	1 3344		Glencoe Silver Lake Schools	Yes	No	No	USD	02/14/2020	20.00
2180	Pay		50833	52170	Check	1 4309		MACCRAY Spanish	Yes	No	No	USD	02/14/2020	1,500.00
2180	Pay		50834	52171	Check	1 3078		Gustafson, Owen	Yes	No	No	USD	02/18/2020	125.00
2180	Pay		50835	52172	Check	1 4342		Sullivan, Matt	Yes	No	No	USD	02/18/2020	125.00
2180	Pay		50836	52173	Check	1 3099		Trish's Katering	Yes	No	No	USD	02/18/2020	361.40
2180	Pay		50851	52174	Check	1 2359		Amazon.com	Yes	No	No	USD	02/20/2020	3,201.08
2180	Pay		50865	52175	Check	1 4352		Auto-Owners Life Insurance	Yes	No	No	USD	02/20/2020	163.00
2180	Pay		50864	52176	Check	1 4329		Broderius, Sherri	Yes	No	No	USD	02/20/2020	113.09
2180	Pay		50872	52177	Check	1 4607		Canatsey, Jill	Yes	No	No	USD	02/20/2020	103.00
2180	Pay		50866	52178	Check	1 4436		Carmany, Leanne	Yes	No	No	USD	02/20/2020	17.06
2180	Pay		50844	52179	Check	1 01432		Chappell Central, Inc.	Yes	No	No	USD	02/20/2020	1,667.34
2180	Pay		50840	52180	Check	1 00251		Clara City Implement	Yes	No	No	USD	02/20/2020	21.90

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		50855	52181	Check	1	3301	Clara City SA Store	Yes	No	No	USD	02/20/2020	221.16
2180	Pay		50852	52182	Check	1	2854	Cory's Hometown Electric	Yes	No	No	USD	02/20/2020	99.70
2180	Pay		50873	52183	Check	1	4707	County Line Door	Yes	No	No	USD	02/20/2020	190.00
2180	Pay		50847	52184	Check	1	1427	Dean Foods North Central, Inc.	Yes	No	No	USD	02/20/2020	1,563.64
2180	Pay		50849	52185	Check	1	1762	Donners Crossroads Truckstop	Yes	No	No	USD	02/20/2020	91.18
2180	Pay		50857	52186	Check	1	3592	Dooley's Natural Gas	Yes	No	No	USD	02/20/2020	21,940.29
2180	Pay		50861	52187	Check	1	4194	Drex-mart	Yes	No	No	USD	02/20/2020	227.56
2180	Pay		50867	52188	Check	1	4517	Driessen Water Inc.	Yes	No	No	USD	02/20/2020	103.72
2180	Pay		50853	52189	Check	1	2985	EDUCATORS BENEFIT CONSULTANTS	Yes	No	No	USD	02/20/2020	207.00
2180	Pay		50838	52190	Check	1	00077	Farmers Coop Oil Co.	Yes	No	No	USD	02/20/2020	143.23
2180	Pay		50870	52191	Check	1	4604	Grinager, Amanda	Yes	No	No	USD	02/20/2020	491.72
2180	Pay		50839	52192	Check	1	00105	Hillyard / Hutchinson	Yes	No	No	USD	02/20/2020	1,407.62
2180	Pay		50869	52193	Check	1	4559	ICS Consulting, Inc	Yes	No	No	USD	02/20/2020	13,500.00
2180	Pay		50859	52194	Check	1	3962	Indianhead Foodservice Distributor	Yes	No	No	USD	02/20/2020	3,246.23
2180	Pay		50871	52195	Check	1	4605	Jans, Magdalena	Yes	No	No	USD	02/20/2020	371.00
2180	Pay		50874	52196	Check	1	4708	MACCGRAY Class of 2025	Yes	No	No	USD	02/20/2020	660.00
2180	Pay		50854	52197	Check	1	3006	MACCGRAY Lunch	Yes	No	No	USD	02/20/2020	24.00
2180	Pay		50875	52198	Check	1	4709	MACCGRAY Postage	Yes	No	No	USD	02/20/2020	124.50
2180	Pay		50863	52199	Check	1	4316	Marks, Rick	Yes	No	No	USD	02/20/2020	100.00
2180	Pay		50862	52200	Check	1	4233	MCGraw-Hill Education	Yes	No	No	USD	02/20/2020	640.56
2180	Pay		50837	52201	Check	1	00004	NCS Pearson, Inc.	Yes	No	No	USD	02/20/2020	1,077.30
2180	Pay		50868	52202	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC	Yes	No	No	USD	02/20/2020	3,267.71
2180	Pay		50850	52203	Check	1	2284	Northern Business Products	Yes	No	No	USD	02/20/2020	715.97
2180	Pay		50842	52204	Check	1	00763	Pan-O-Gold Baking Company	Yes	No	No	USD	02/20/2020	178.50
2180	Pay		50845	52205	Check	1	01797	Purchase Power	Yes	No	No	USD	02/20/2020	612.79
2180	Pay		50858	52206	Check	1	3673	Saunders, Jon	Yes	No	No	USD	02/20/2020	100.00
2180	Pay		50860	52207	Check	1	4084	Sletta, Shane	Yes	No	No	USD	02/20/2020	100.00
2180	Pay		50846	52208	Check	1	1132	TV Unlimited	Yes	No	No	USD	02/20/2020	195.00
2180	Pay		50843	52209	Check	1	00844	West Central Sanitation, Inc.	Yes	No	No	USD	02/20/2020	810.80
2180	Pay		50856	52210	Check	1	3437	Wholesale School Supply	Yes	No	No	USD	02/20/2020	84.96
2180	Pay		50841	52211	Check	1	00258	Willmar Public Schools	Yes	No	No	USD	02/20/2020	1,494.02
2180	Pay		50848	52212	Check	1	1469	Xcel Energy	Yes	No	No	USD	02/20/2020	6,363.63
2180	Pay		50883	52213	Check	1	4291	Region 3A	Yes	No	No	USD	02/21/2020	1,096.00
2180	Pay		50900	52214	Check	1	4016	Airmich's Market	Yes	No	No	USD	02/25/2020	61.95
2180	Pay		50903	52215	Check	1	4677	Bernard Food Industries	Yes	No	No	USD	02/25/2020	292.32
2180	Pay		50886	52216	Check	1	00138	City of Maynard	Yes	No	No	USD	02/25/2020	515.72
2180	Pay		50895	52217	Check	1	2881	Frikke, Allison	Yes	No	No	USD	02/25/2020	73.60
2180	Pay		50894	52218	Check	1	2249	Gustafson, Beth	Yes	No	No	USD	02/25/2020	128.80
2180	Pay		50899	52219	Check	1	3962	Indianhead Foodservice Distributor	Yes	No	No	USD	02/25/2020	3,847.51

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	Pay		50888	52220	Check	1	00511	Jeff Johnson Excavating	Yes	No	No	USD	02/25/2020	290.00
2180	Pay		50896	52221	Check	1	3329	Kent, Mitchell	Yes	No	No	USD	02/25/2020	130.24
2180	Pay		50891	52222	Check	1	1253	Lindeman, Billy	Yes	No	No	USD	02/25/2020	470.12
2180	Pay		50901	52223	Check	1	4080	Lucas, Ashley	Yes	No	No	USD	02/25/2020	250.00
2180	Pay		50893	52224	Check	1	2126	Menards - Willmar	Yes	No	No	USD	02/25/2020	172.19
2180	Pay		50892	52225	Check	1	1936	Palmer Bus Service, Inc	Yes	No	No	USD	02/25/2020	81,770.68
2180	Pay		50889	52226	Check	1	00763	Pan-O-Gold Baking Company	Yes	No	No	USD	02/25/2020	57.20
2180	Pay		50897	52227	Check	1	3343	Steve Weiss Music	Yes	No	No	USD	02/25/2020	73.90
2180	Pay		50887	52228	Check	1	00308	SW & WC Service Cooperative	Yes	No	No	USD	02/25/2020	45,931.67
2180	Pay		50890	52229	Check	1	00905	Trulock, James	Yes	No	No	USD	02/25/2020	8.94
2180	Pay		50902	52230	Check	1	4280	Viking Coca-Cola	Yes	No	No	USD	02/25/2020	217.50
2180	Pay		50898	52231	Check	1	3599	YME Silhouettes	Yes	No	No	USD	02/25/2020	620.00
2180	Pay		50910	52232	Check	1	4712	Pacesetter	Yes	No	No	USD	02/25/2020	130.00
2180	Pay		50909	52233	Check	1	3463	SWMBDA	Yes	No	No	USD	02/25/2020	135.00
2180	Pay		50913	52234	Check	1	3130	BCA	Yes	No	No	USD	02/26/2020	15.00
2180	Pay		50918	52235	Check	1	00878	American Family -AFLAC	Yes	No	No	USD	02/27/2020	952.78
2180	Pay		50921	52236	Check	1	1039	Citizens Alliance Bank	Yes	No	No	USD	02/27/2020	310.00
2180	Pay		50922	52237	Check	1	2985	EDUCATORS BENEFIT CONSULTANTS	Yes	No	No	USD	02/27/2020	2,377.90
2180	Pay		50927	52238	Check	1	4594	Kensington Bank	Yes	No	No	USD	02/27/2020	191.67
2180	Pay		50924	52239	Check	1	3402	Lake Region Bank	Yes	No	No	USD	02/27/2020	289.58
2180	Pay		50923	52240	Check	1	3014	LegalShield	Yes	No	No	USD	02/27/2020	12.95
2180	Pay		50919	52241	Check	1	00880	MACCRAY Education Association	Yes	No	No	USD	02/27/2020	3,226.51
2180	Pay		50920	52242	Check	1	00881	NCBERS Group Life Ins.	Yes	No	No	USD	02/27/2020	68.00
2180	Pay		50926	52243	Check	1	4575	Old National Bank	Yes	No	No	USD	02/27/2020	396.02
2180	Pay		50925	52244	Check	1	3844	United Way of West Central MN	Yes	No	No	USD	02/27/2020	10.00
2180	Pay		50917	52245	Check	1	00023	UNJUM Life Insurance Company	Yes	No	No	USD	02/27/2020	257.22
2180	Pay		50933	52246	Check	1	3006	MACCRAY Lunch	Yes	No	No	USD	02/28/2020	15.00
Bank Total:														
													\$637,318.43	
2180	SA		50737	21699	Check	1	3962	Indianhead Foodservice Distributor	Yes	No	No	USD	02/04/2020	206.10
2180	SA		50736	21700	Check	1	3011	Klein Foods, Incorporated	Yes	No	No	USD	02/04/2020	1,876.00
2180	SA		50735	21701	Check	1	00863	Monte Candy Company	Yes	No	No	USD	02/04/2020	24.00
2180	SA		50738	21702	Check	1	4173	Park Square Theatre	Yes	No	No	USD	02/04/2020	480.00
2180	SA		50740	21703	Check	1	2923	VISA - CABank	Yes	No	No	USD	02/05/2020	264.65
2180	SA		50748	21704	Check	1	3997	MACCRAY Class of 2020	Yes	No	No	USD	02/07/2020	237.93
2180	SA		50808	21705	Check	1	4693	Driven Coffee	Yes	No	No	USD	02/13/2020	1,881.00
2180	SA		50805	21706	Check	1	4343	Flowers from the Heart	Yes	No	No	USD	02/13/2020	80.00
2180	SA		50801	21707	Check	1	00863	Monte Candy Company	Yes	No	No	USD	02/13/2020	80.00
2180	SA		50802	21708	Check	1	00998	R & R Bakery	Yes	No	No	USD	02/13/2020	13.88

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

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
2180	SA		50803	21709	Check	1 3139		Rambow, Inc.	Yes	No	No	USD	02/13/2020	1,167.22
2180	SA		50807	21710	Check	1 4576		SMSU Volleyball	Yes	No	No	USD	02/13/2020	500.00
2180	SA		50804	21711	Check	1 4280		Viking Coca-Cola	Yes	No	No	USD	02/13/2020	934.15
2180	SA		50806	21712	Check	1 4543		World's Finest Chocolate, Inc	Yes	No	No	USD	02/13/2020	1,595.00
2180	SA		50882	21713	Check	1 4531		Carlson, Trent	Yes	No	No	USD	02/20/2020	385.58
2180	SA		50876	21714	Check	1 1762		Donners Crossroads Truckstop	Yes	No	No	USD	02/20/2020	565.31
2180	SA		50881	21715	Check	1 4282		First Choice Food & Beverage	Yes	No	No	USD	02/20/2020	182.20
2180	SA		50878	21716	Check	1 3006		MACCRAY Lunch	Yes	No	No	USD	02/20/2020	73.25
2180	SA		50877	21717	Check	1 2951		MACCRAY Scholarship Fund	Yes	No	No	USD	02/20/2020	500.00
2180	SA		50879	21718	Check	1 4173		Park Square Theatre	Yes	No	No	USD	02/20/2020	480.00
2180	SA		50880	21719	Check	1 4280		Viking Coca-Cola	Yes	No	No	USD	02/20/2020	536.85
2180	SA		50905	21720	Check	1 4016		Almich's Market	Yes	No	No	USD	02/25/2020	27.12
2180	SA		50906	21721	Check	1 4155		Amber Rose Photography	Yes	No	No	USD	02/25/2020	320.00
2180	SA		50907	21722	Check	1 4282		First Choice Food & Beverage	Yes	No	No	USD	02/25/2020	124.42
2180	SA		50904	21723	Check	1 3962		Indianhead Foodservice Distributor	Yes	No	No	USD	02/25/2020	155.16
2180	SA		50908	21724	Check	1 4711		JustRite Spirit Supplies	Yes	No	No	USD	02/25/2020	390.77
2180	SA		50912	21725	Check	1 4713		Leukemia & Lymphoma Society	Yes	No	No	USD	02/26/2020	909.83

Bank Total: \$13,990.42

Report Total: \$651,308.85

**Ind. School District #2180**  
**Exp Summary - Fd, Pro Series**  
**Period Ending February 29, 2020**

Sequence: Fd, Pro

		20ORIG									
Description		Annual Budget	Period 202008	Year To Date	% YTD Encumbrances	% YTD + Enc	Remaining Balance				
01	General										
	000 Administration	668,060.00	47,765.67	440,893.46	66%	23,558.59	70%	203,607.95			
	100 District Support Services	289,035.00	4,952.60	195,544.25	68%	7,703.61	70%	85,787.14			
	200 Elem & Secondary Regular Instr	3,990,269.00	171,674.38	2,019,751.84	51%	173,152.29	55%	1,797,364.87			
	300 Vocational Education Instr	93,600.00	5,388.42	67,723.03	72%	5,305.08	78%	20,571.89			
	400 Special Education Instr	1,567,259.00	109,469.95	808,466.03	52%	69,975.43	56%	688,817.54			
	600 Instructional Support Services	417,468.00	60,588.12	343,599.91	82%	35,174.06	91%	38,694.03			
	700 Pupil Support Services	961,013.00	85,289.21	477,001.91	50%	8,421.86	51%	475,589.23			
	800 Sites & Buildings	741,300.00	58,900.18	460,528.87	62%	19,728.01	65%	261,043.12			
	900 Fiscal & Other Fixed Costs	120,000.00	163.00	95,310.99	79%	0.00	79%	24,689.01			
01	General	8,848,004.00	544,191.53	4,908,820.29	55%	343,018.93	59%	3,596,164.78			
02	Food Service										
	700 Pupil Support Services	473,700.00	33,856.29	321,278.04	68%	13,138.31	71%	139,283.65			
02	Food Service	473,700.00	33,856.29	321,278.04	68%	13,138.31	71%	139,283.65			
04	Community Service										
	500 Community Ed & Services	474,864.00	20,314.14	267,945.54	56%	20,970.59	61%	185,947.87			
04	Community Service	474,864.00	20,314.14	267,945.54	56%	20,970.59	61%	185,947.87			
05	Capital Outlay										
	100 District Support Services	0.00	(34,000.00)	0.00	0%	0.00	0%	0.00			
	200 Elem & Secondary Regular Instr	12,207.00	0.00	11,072.31	91%	0.00	91%	1,134.69			
	600 Instructional Support Services	41,000.00	0.00	12,026.00	29%	0.00	29%	28,974.00			
	800 Sites & Buildings	429,470.00	69,968.32	325,247.81	76%	2,219.25	76%	102,002.94			
05	Capital Outlay	482,677.00	35,968.32	348,346.12	72%	2,219.25	73%	132,111.63			
07	Debt Redemption										
	900 Fiscal & Other Fixed Costs	602,575.00	0.00	602,575.00	100%	0.00	100%	0.00			
07	Debt Redemption	602,575.00	0.00	602,575.00	100%	0.00	100%	0.00			
<b>Report Totals:</b>		<b>10,881,820.00</b>	<b>634,330.28</b>	<b>6,448,964.99</b>	<b>59%</b>	<b>379,347.08</b>	<b>63%</b>	<b>4,053,507.93</b>			

## INVESTMENTS OUTSTANDING

June 30, 2019

### MSDMAX Fund – MSDLAF

MSDMAX Fund Balance as of June 30, 2019	\$2,231.77
Interest - July 31, 2019	\$4.29
Interest – Aug. 31, 2019	\$4.15
Interest – Sept. 30, 2019	\$3.90
Interest – Oct. 31, 2019	\$3.79
Interest – Nov. 30, 2019	\$3.19
Interest – Dec. 31, 2019	\$3.19
Interest – Jan. 31, 2020	\$3.28
Interest – Feb. 29, 2020	\$2.89
<b>BALANCE</b>	<b><u>\$2,260.45</u></b>

### LIQUID ASSET FUND

Money Market Balance as of June 30, 2019	\$1,520.25
Interest – July 31, 2019	\$2.80
Interest – Aug. 31, 2019	\$2.70
Interest – Sept. 30, 2019	\$2.53
Interest – Oct. 31, 2019	\$2.45
Interest – Nov. 30, 2019	\$2.06
Interest – Dec. 31, 2019	\$2.05
Interest – Jan. 31, 2020	\$2.11
Interest – Feb. 29, 2020	\$1.84
<b>BALANCE</b>	<b><u>\$1,538.79</u></b>

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

Balance on June 30, 2019	\$45,674.52
Interest – July 31, 2019	\$39.23
Interest – Aug. 31, 2019	\$35.69
Interest – Sept. 30, 2019	\$36.91
Interest – Oct. 31, 2019	\$36.94
Interest – Nov. 30, 2019	\$34.59
Interest – Dec. 31, 2019	\$38.19
Interest -Jan. 31, 2020	\$37.03
Interest – Feb. 29, 2020	\$33.47
<b>BALANCE</b>	<b><u>\$45,966.57</u></b>

### Citizens Alliance Bank Special Money Market Savings

Balance as of June 30, 2019	\$2,298,647.16
Interest – July 31, 2019 (Transfer \$400,000 in)	\$2,225.26
Interest – Aug. 31, 2019	\$1775.92
Interest – Sept. 30, 2019	\$1836.32
Interest – Oct. 31, 2019 (Transfer \$500,000 in)	\$1739.94
Interest – Nov. 30, 2019 (Transfer \$500,000 out)	\$1659.85
Interest – Dec. 31, 2019	\$1543.12
Interest – Jan. 31, 2020 (Transfer \$300,000 out)	\$1404.93
Interest – Feb. 29, 2020 (Transfer \$400,000 out)	\$1187.87
<b>BALANCE</b>	<b><u>\$2,012,020.37</u></b>

MACCRAY Schools Enrollment 19-20

	<b>June 18-19</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>EOY</b>
Pre-K	92	73	71	72	74	77	77	77			
K	60	69	69	69	69	66	66	65			
1	75	59	59	58	58	58	58	58			
2	69	72	72	72	73	72	72	72			
3	45	69	70	70	68	66	66	67			
4	56	46	46	46	44	44	44	44			
5	56	57	57	56	56	54	54	54			
6	58	56	56	56	56	54	54	54			
K-6 Subtotal	419	428	429	427	424	414	414	414	0	0	0
eK-6 Subtotal	511	501	500	499	498	491	491	491	0	0	0
7	64	58	59	60	59	58	58	57			
8	59	63	62	62	60	61	62	62			
9	60	57	56	57	58	58	59	59			
10	49	60	59	59	57	56	55	56			
11	37	49	49	49	48	48	48	48			
12	29	39	38	37	36	36	36	36			
Subtotal	298	326	323	324	318	317	318	318	92	0	0
K-12 Total	717	754	752	751	742	731	732	732	92	0	0
P-12 Total	809	827	823	823	816	808	809	809	92	0	0

## **March 2020 Activities Director Report**

- 1. All winter activities have concluded their seasons.**
- 2. MACCRAY had 32 students attend the state BPA competition in Minneapolis this past Thursday, Friday and Saturday.**
- 3. The Spring Play will be this Friday and Saturday, March 13 & 14th in the HS gym beginning at 7:30. Please come and show your support for their hard work and preparation.**
- 4. The music dept. will be attending the following events:**
  - a. Large Group Subsection on 3/9 @ KMS**
  - b. JH Solo/Ensemble on 3/12 @ SMSU**
  - c. Solo/Ensemble Subsection on 3/28 @ Benson**
- 5. We had to BBB players reach the 1,000 point mark this season. Congratulations to Brady Kienitz and Blake Wadsworth.**

## Activity Coaches & Supervisors - Spring 2020

Baseball -	Nate Hebrink Tyler Wrede Trent Carlson To be decided	Varsity JV JH JH
Track -	Rick Meyer Arron Enger	Asst. JH
Softball -	Nancy Thoma Brian Brandt - (undecided) To be decided	Varsity JV JH (if needed)
Golf – B/G	Mitchell Kent Jason Prekker	Head Asst./JH
Boys Tennis -	Andrew DuHoux	Varsity
Spring Play -	Aubrey Ross	
Weight Room Coach -	Cole Christopher	

Board Report  
MACCRAY East and West Elementary Schools  
March 9, 2020

Student Support:

- Thanks to both sites, we were able to raise \$909.83 for the Leukemia and Lymphoma Society!
- Climb Theater presented to both sites on various Social/Emotional Learning topics Feb. 26 and 27.
- Spring Conferences went well at both elementary sites.
- We celebrated Dr. Seuss' Birthday the week of March 3<sup>rd</sup>.
- PK Roundup was March 5<sup>th</sup>.

Staff Support:

- We are starting to work on our District Literacy Plan for the 20-21 school year. This is going to be quite the undertaking but will provide a solid foundation for our goal of continued reading improvement.
- I am happy that Julie Dikken has accepted the position of Intervention Coach. As a licensed Reading Specialist, she will do well in this position and will provide meaningful support for both Staff and Students, in Math and Reading.
- Our most recent eLearning day went well. Paras were provided with four hours of work on Trauma Informed Schools, and they have submitted their work to the District Office.

Upcoming Items:

- Mr. Gronseth is taking 3<sup>rd</sup> grade to the Orchestra on March 13.
- MCA testing begins March 24<sup>th</sup>.
- Kinder Roundup will take place in early April (4/1 or 4/8 tentatively).

Respectfully Submitted,

Judd Wheatley, MACCRAY Elementary Principal

## Superintendent's Report

Sherri Broderius

March 9, 2020

1. CoVid19 - The advice we are getting from MDH is as follows:

- \*Wash hands well.

- \*Sneeze / cough into elbow.

- \*Stay home when you are sick.

Our school nurse is aware and stays apprised of all new updates from CDC, Countryside Public Health, MDE and MDH. She is "attending" webex meetings, conference calls and attends to any and all issues pertaining to CoVID19.

2. March 30, 2020, Special Board Meeting to approve building plan. (5:30 p.m.)

3. Input meetings for new facilities:

- \*POC - 5 meetings

- \*Facebook updates - 4 times

- \*Personal meetings at each school - 2 times one to come at East yet

- \*Continual one on one meetings with any and all staff with curiosity and questions and ideas

- \*Updates on "All MACCRAY" email

- \*Mini user groups - 6 meetings

- \*Reports to District Advisory Committee - x2

4. Teacher Tenure Practice - All teachers recommended for tenure have completed the necessary 3 evaluations each year they have worked at MACCRAY whether that means all three years of their non-tenure or this last year if they were tenured in another location.

5. Legislation

IN MY OPINION...Any one time money to early childhood in any way shape or form needs to be ongoing. As one of my esteemed colleagues said about this one time money, "The rich just keep getting richer while the rest of us get nothing."

I will speak on behalf of MACCRAY directly to our legislators and other legislators that I know listen to school issues. I want to make sure you all are getting updates from MSBA.

## Achievement and Integration Plan

July 1, 2020 to June 30, 2023

**District ISD# and Name:** 2180 MACCRAY

**District Integration Status:** Adjoining District (A)

**Superintendent:** Sherri Broderius

Phone: 320-847-2154

Email: broderiuss@maccray.k12.mn.us

**Plan submitted by:** Melissa Sparks

Title: High School Principal

Phone: 320-847-2154

Email: sparksm@maccray.k12.mn.us

**Partnering Districts** Racially isolated districts must partner with adjoining districts on student integration strategies (Minn. R. 3535.0170). List the districts you will partner with, adding additional lines as needed. Provide the name of your integration collaborative if you have one: Enter name.

1. **129 Montevideo V** - Voluntary
2. **347 Willmar RI** - Racially Isolated
3. **345 New London- Spicer RI** - Racially Isolated
4. **2396 ACGC A** - Adjoining
5. **775 KMS A** – Adjoining
6. **2534 BOLD A** - Adjoining

### School Board Approval

We certify that we have approved this Achievement and Integration plan and will implement it as part of our district's World's Best Workforce plan (Minn. Stat. § 124D.861, subd. 4).

We certify that we sought and received input on integration goals and strategies from councils as described on page 2. The council(s) included representation and meaningful input from our American Indian Parent Advisory Committee as required by Minnesota Rules 3535.0160, subpart 2, and Minnesota Rules 3535.0170, subparts 2-5.

Superintendent: Sherri Broderius

Signature:

Date Signed: 03/09/2020

School Board Chair: Lane Schwitters

Signature:

Date Signed: 03/09/2020

### Plan Input

Minnesota School Desegregation/Integration Rule, part 3535.0170, subpart 2, requires racially isolated and adjoining districts to establish a multidistrict collaboration council to provide input on integration goals and to identify cross-district strategies to improve student integration.

Districts with racially identifiable schools are required to convene a community collaboration council to assist in developing integration goals and to identify ways of creating increased opportunities for integration at the racially identifiable schools (Minn. R. 3535.0160, subp. 2).

**American Indian Parent Advisory Committee** Districts with an American Indian parent advisory committee must include representation from this committee on the councils described above (Minn. R. 3535.0160, subp. 2, and 3535.0170, subp. 3).

For stakeholder input to be meaningful, it should be based on open communication and coordination that acknowledges and considers the views of all participants. For steps to ensure that input from your council is meaningful, see the Facilitation Guide in the [Achievement and Integration Plan Guide](#), and see the [Tribal Consultation Guidance](#).

Below, list your council members and identify American Indian parent committee members. Briefly describe council members' recommendations for your district-wide plan and for your racially identifiable school plans, as applicable. You may also include meeting dates and describe the process you used to ensure meaningful input from council members.

**Multidistrict Collaboration Council: Superintendents:** Luther Heller (Montevideo), Jeff Holm (Willmar), Bill Adams (New London Spicer Superintendent), Nels Onstad (ACGC Superintendent), Martin Heidelberg (KMS Superintendent), Dale Brandsoy (BOLD Superintendent) and Sherri Broderius (MACCRAY). The multidistrict collaboration council met on February 20<sup>th</sup> in Willmar at 9:15 a.m. Members met and determined that the primary objective is to establish positive relationships between students of different racial, ethnic, and economical backgrounds while developing math skills. All students entering grades 6-8 within in the collaboration will have an opportunity to meet this objective by participating in the summer GAMMA and Stem Robotics program.

## Submitting this Plan

Submit your completed plan as a Word document to MDE for review and approval (Minn. Stat. § 124D.861, subd. 4). Once it's signed, scan the signature page and save it as a separate PDF. Email your plan and signature page to [MDE.integration@state.mn.us](mailto:MDE.integration@state.mn.us).

Detailed directions and support for completing this plan can be found in the [Achievement and Integration Plan Guide](#).

---

## Achievement Goals

**Goal #1:** FRP students in grades 1 – 6 will grow by 5% in reading proficiency by the spring of 2021 as measured by local assessment data. Baseline data will be collected using local assessments in the fall 2020. **Aligns with WBWF area:** All racial and economic achievement gaps between students are closed.

**Goal type:** Achievement Disparity

**Goal #2:** FRP students in grades 1 – 6 will grow by 5% in math proficiency by the spring of 2021 as measured by local assessment data. Baseline data will be collected using local assessments in the fall 2020. **Aligns with WBWF area:** All racial and economic achievement gaps between students are closed.

**Goal type:** Achievement Disparity

## Strategies

**Strategy Name and #** 1 Reading/Math Intervention Coach

**Type of Strategy:** Innovative and integrated pre-K-12 learning environments. \* If you choose this, complete the Integrated Learning Environments section below.

**Integrated Learning Environments** (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- Provides school enrollment choices.

- Increases cultural fluency, competency, and interaction.
- Increases graduation rates.
- Increases access to effective and diverse teachers.

**Narrative description of this strategy.** Based on your description below someone reading your plan should understand what you are proposing to do, why you are doing it, and be able to recognize it if they see it. For example, explain what this activity will look like, what will be taught, which students will participate, how students are selected, intended outcomes for students, what will be assessed, how instruction will be delivered, and where will this take place.

The reading/math intervention coach will work directly with students using targeted interventions to help students increase their reading and or math proficiency. The intervention coach will do this by providing the resources and tools needed to meet the students where they are according to their current level of proficiency resulting in providing deeper and richer learning experiences where the student can then achieve the individual growth that he/she has set for him/herself in collaboration with the intervention coach and his/her classroom teacher. This strategy will support both goals one and two.

Location of services: MACCRAY East and MACCRAY West Elementary Schools

## Key Indicators for Goals 1 and 2:

### Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2021	Target 2022	Target 2023
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
All students (grades 1-6) will meet their 5% increase in reading proficiency as follows: This KIP may be amended after review of our 2020 MCA scores.	50	60	70
All students (grades 1-6) will meet their 5% increase in math proficiency as follows: This KIP may be amended after review of our 2020 MCA scores.	50	60	70

*This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).*

## Access to Effective Teacher Goals

**Goal #3:** Students will have access to teachers who are skilled at using a variety of assessment data to make educational decisions that will have a positive impact on student achievement. Baseline data will be collected via a survey to determine what teachers know about the assessment data that is currently used by the district. A three year target will be determined by the baseline survey.

**Aligns with WBWF area:** All racial and economic achievement gaps between students are closed.

**Goal type:** Teacher Equity

## Strategies

**Strategy Name and #** 2 Data Driven Decision Making

**Type of Strategy:** Professional development opportunities focused on academic achievement of all students.

**Narrative description of this strategy.** Based on your description below someone reading your plan should understand what you are proposing to do, why you are doing it, and be able to recognize it if they see it. For example, explain what this activity will look like, what will be taught, which students will participate, how students are selected, intended outcomes for students, what will be assessed, how instruction will be delivered, and where will this take place.

Professional development will be provided to all certified staff to deepen their understanding of assessment results and what the results mean. Teachers will be divided into small groups so that each group receives the individualized instruction that they need. The outcome for teachers would be for each to be able to make sound data driven decisions using assessment data that will help increase student achievement.

Location of services: MACCRAY School District – all schools.

## Key Indicators for Goals 3:

### Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2021	Target 2022	Target 2023
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
A pre and post survey will be given to all teachers to measure teacher understanding of the assessments that they give, and their understanding of the results received from the assessments. A baseline will be established in the fall of 2020.	TBD	TBD	TBD
A pre and post survey will be given to all teachers to measure each teacher’s ability to apply the data when making decisions that will have a positive impact on student achievement. A baseline will be established in the fall of 2020.	TBD	TBD	TBD

*This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).*

## Integration Goal

**Goal #4:** Students who attend summer programming will self-report an increase in their level of ability to develop relationships with peers their age outside of the regular school day (including students different from themselves). Students will increase their ability to develop relationships with peers their age outside of the regular school day from 25% according to our 2019 MN student survey results to 50% by the end of the 2022-2023 school year. **Aligns**

**with WBWF area:** All racial and economic achievement gaps between students are closed.

**Goal type:** Integration

## Strategies

**Strategy Name and #** 3 Summer Gamma and STEM Robotics

**Type of Strategy:** Innovative and integrated pre-K-12 learning environments. \* If you choose this, complete the Integrated Learning Environments section below.

**Narrative description of this strategy.** Based on your description below someone reading your plan should understand what you are proposing to do, why you are doing it, and be able to recognize it if they see it. For example, explain what this activity will look like, what will be taught, which students will participate, how students are selected, intended outcomes for students, what will be assessed, how instruction will be delivered, and where will this take place.

GAMMA is a collaborative math course between our partnering districts. Teachers and students going into 6<sup>th</sup> – 8<sup>th</sup> will come together for a five-day learning experience focusing on math and over arching themes of self-identity, community, equity, and integration. This is geared toward students of all ability levels in order to avoid segregating students of all abilities. Students will engage in all activities that are designed to be different from their academic mathematical learning year experiences. They will use hands-on problem-solving activities with an emphasis on multiple and varied representations of concepts that encourage collaboration, questioning, and explanation. On the 5<sup>th</sup> day students will participate in a field experience that relates to the themes taught during the week. The primary objective is to establish positive relationships between students of different racial, ethnic, and economical backgrounds while developing math skills.

Location of services: MACCRAY School District – all schools.

## Key Indicators

### Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2021	Target 2022	Target 2023
<i>Example: The percentage of American Indian students enrolling into concurrent enrollment classes will increase by 10 percentage points each year. 2020 enrollment is 32 percent.</i>	42%	52%	62%
Pre and post surveys will assess the extent to which our students have increased their ability to develop relationships with peers their age outside of the regular school day (including developing relationships with peers that may be culturally different from them)	30%	40%	50%

*This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).*

## Creating Efficiencies and Eliminating Duplicative Programs

Briefly explain how this plan will create efficiencies and eliminate duplicative programs and services (Minn. Stat. § 124D.861, subd. 2 (c)). Teachers in grades 1-6 will have common professional development regarding goals 1-3. Our A & I plan aligns with our WBWF plan for student achievement. Through the partnership with the multi-district collaboration council, we will create efficiencies by sharing resources with each other as member districts. One example is the GAMMA/ STEM Robotic summer camp that we offer together. A goal of our collaboration is to strengthen student ability to develop relationships with peers their age outside of the regular school day.



FY 2021 Achievement and Integration Budget

District Number:

2180

District Name:

MACCRAY

Proposed Budget				Actual Expenditures	
		Proposed Budget Ratios			Actual Budget Ratios
Direct Services to Students must equal at least 80% of total revenue	\$86,104.22	99.10%	DSS At least 80% of total expenditures	\$0.00	#DIV/0!
Professional Development may equal no more than 20% of total revenue	\$0.00	0.00%	Professional Development No more than 20% of total expenditures	\$0.00	#DIV/0!
Administrative/Indirect may equal no more than 10% of total revenue	\$779.78	0.90%	Admin/Indirect No more than 10% of total expenditures	\$0.00	#DIV/0!
<b>Total Proposed Revenue:</b>	\$86,884.00		<b>Total Revenue Expended:</b>	\$0.00	

Total Amount Proposed FIN 313	\$79,056.00
Total Amount Proposed FIN 318	\$7,828.00

Improvement Planning Expenditures	0%	#VALUE!
-----------------------------------	----	---------

Districts must use up to 20% of integration revenue to implement an improvement plan (Minn. Stat. 124D.862 subd. 8 (c) 2).

Notes or Comments :

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

MSBA/MASA Model Policy 703

Orig. 1995

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

Rev. ~~2000~~ 2019

## **703 ANNUAL AUDIT**

*[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]*

### **I. PURPOSE**

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

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

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

### **III. REQUIREMENT**

- A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. § 123B.14, Subd. 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.

- E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance [Audit](#) Guide issued by the Office of the State Auditor.
- F. The school board must approve the audit report by resolution or require a further or amended report.
- G. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minn. Stat. Ch. 6.

***Legal References:*** Minn. Stat. Ch. 6 (State Auditor)  
Minn. Stat. § 123B.02 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)  
Minn.Stat. § 123B.77, Subds. 2 and 3 (Audited Financial Statements;  
Statement for Comparison and Correction)

***Cross References:*** MSBA/MASA Model Policy 702 (Accounting)  
MSBA Service Manual, Chapter 7, Education Funding

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

MSBA/MASA Model Policy 720

Orig. 1996

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

Rev. ~~2008~~ 2019

## 720 VENDING MACHINES

### I. PURPOSE

The purpose of this policy is to establish procedures to govern vending machines installed in school facilities in the school district.

### II. GENERAL STATEMENT OF POLICY

~~It is the~~ The policy of the school district is to contract for, supervise, maintain, and account for the proceeds from vending machines located in school facilities in a manner that is fair, that maximizes the revenues from those machines, that allows those revenues to be included in the budget of the facility in which they are generated, and that establishes controls to avoid fraud, theft, or the appearance of impropriety.

### III. AUTHORIZATION

Automatic vending machines for the dispensing of food, beverages, or other approved items are authorized in any school facility in the school district provided that all contracts for such vending machines must be approved by the school board as provided in this policy.

*[Note: This provision can be narrowed to apply only to specific facilities.]*

### IV. SUPERVISION; APPROVAL; LOCATION

- A. All vending machines shall be under the supervision of the school principal or other person in charge of the facility in which the machine is located. That administrator shall be responsible to supervise the machine in compliance with this policy and any applicable laws.
- B. The items to be dispensed from a vending machine located in a school facility shall be approved by the principal or other person in charge of that facility. All food, beverages, or other items approved shall be appropriate to the school setting. Machines dispensing cigarettes or tobacco products are not authorized under any circumstances. In the event a written complaint is filed with the superintendent regarding the approval or disapproval of any item, the school board, after proper review, shall make the final determination.
- C. Vending machines may be approved that will dispense items only during certain hours, through the use of timers or otherwise. Vending machines should not be operated in competition with the school cafeteria or food service. The principal or

other person in charge of the school facility may regulate the hours of operation of any machine.

- D. Vending machines shall be located to meet any applicable building, fire, or life/safety codes and to provide convenience of operation, accessibility, and ease of maintenance. The principal or other person in charge of the facility shall review the location of each machine with appropriate maintenance and food service staff.

## V. CONTRACT APPROVAL

- A. All contracts for the purchase or rental of vending machines shall be considered by the school board on a facility-by-facility basis.

*[Note: These provisions may need to be amended if the school board determines to contract for vending machine services on an exclusive and district-wide basis.]*

- B. If ~~it is the~~ estimated ~~that the~~ aggregate receipts from all vending machines located in a school facility will be \$10,000 or more in a fiscal year, the contract for any vending machine in that facility must be awarded after the receipt of sealed bids and compliance with Minn. Stat. § 123B.52.

*[Note: This dollar figure is lower than the ~~\$100,000~~ \$175,000 statutory requirement for sealed bids but is recommended to protect the interests of the public.]*

- C. If ~~it is the~~ estimated ~~that the~~ aggregate receipts from all vending machines located in a school facility will be less than \$10,000 in a fiscal year, the contract for any vending machine in that facility may be awarded after the receipt of two or more quotations after taking into consideration conformity with the specifications, terms of delivery, other conditions imposed in the call for quotations, and compliance with Minn. Stat. § 123B.52.

*[Note: This dollar figure is lower than the \$25,000 statutory requirement for quotations but is recommended to protect the interests of the public.]*

- D. The contracting process shall be conducted in compliance with Minn. Stat. § 123B.52. A copy of this policy shall be included in any specifications or request for proposals or quotations. A record shall be kept of all bids or quotations received with the names, amounts, and successful bidder indicated. All bids and quotations shall be kept on file as a public record for a period of at least one year after their receipt.
- E. Any bid or quotation must specify all commissions to be paid from the machine and any other noncommission amounts to be paid as a result of the award of the contract. The noncommission amounts include, but are not limited to, cash payments, in-kind payments, equipment donations, scholarship contributions,

bonus payments, or other payments or contributions of any kind or nature. The noncommission amounts shall be reduced to a cash equivalency and shall be specified on the bid or quotation as an additional amount to be paid for the award of the contract.

- F. If a contract contains a provision allowing exclusivity, such as all machines in the building carrying only a certain manufacturer's brand of pop, that provision must be reviewed by the administration prior to requesting bids or quotations to ensure that it does not conflict with other contracts of the school district.
- G. All contracts for vending machines must be approved by the school board. Any contract not made in compliance with this policy shall be void. Any district employee signing an unauthorized contract may be subject to personal liability thereon and may be disciplined for said action.
- H. All vending machines are to be installed at the expense of the facility in which located. All financial responsibility for the maintenance and repair of machines shall remain with the individual facility in which located to the extent not addressed in the contract.
- I. No teacher, administrator, school district employee, or school board member shall be interested, directly or indirectly, in a vending machine contract with the school district or personally benefit financially therefrom.

## **VI. ACCOUNTING**

- A. Proceeds from vending machine sales and contracts shall be under the control of the school board, shall be accounted for in one of the regular school district funds, and must be accounted for and reported in compliance with UFARS.
- B. An amount equal to the amount of the proceeds from the machines in each facility shall be included in the budget of the facility in which the proceeds are generated. That amount may be expended in accordance with established expenditure procedures.
- C. Pursuant to the vending machine contract or otherwise, proper auditing and inventory control procedures shall be established to ensure that commissions are being correctly calculated and paid. These controls must include daily, weekly, or other periodic inventories and written reconciliations of variances between inventory and cash. Each time cash is removed from, or inventory is added to a machine, a written reconciliation between cash and inventory must be performed by the person taking the cash from the machine and must be signed by the principal or other person in charge of the facility. The original written reconciliation reports shall be filed with the business office monthly and a copy shall be retained by the principal's office.

**Legal References:** Minn. Stat. § 123B.20 (Dealing in Supplies)

Minn. Stat. § 123B.52 (Contracts)  
Minn. Stat. § 471.345 (Contracts)  
Minn. Stat. § 471.87 (Conflict of Interest)

***Cross References:*** MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)  
MSBA/MASA Model Policy 702 (Accounting)

Memorandum of Understanding  
Regarding Disability Bank Leave

This Memorandum of Understanding is entered into between Independent School District No. 2180, MACCRAY, Minnesota, (hereafter “School District”) and the MACCRAY Education Association (hereafter “Union”) relating to changes about disability leave bank for a teacher.

Whereas, the School District and the Union are parties to a collective bargaining agreement, effective July 1, 2019 through June 30, 2021; and

Whereas, the School District and the Union have a desire to allow \_\_\_\_\_ to access the disability sick leave bank to care for her spouse due to a catastrophic illness;

NOW, THEREFORE, the parties hereto have agreed as follows:

1. The parties have agreed that \_\_\_\_\_ will be able to access the disability leave bank for the 2019-2020 school year;
2. The parties agree this is not precedent setting.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sherri Broderiuss, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Van Eps, MACCRAY EA President

\_\_\_\_\_  
Date

STATE OF MINNESOTA        )  
  )  
CHIPPEWA, KANDIYOHI,    ) SS.  
AND RENVILLE COUNTIES   )  
  )  
INDEPENDENT SCHOOL        )  
DISTRICT NO. 2180         )

I, the undersigned, being the duly qualified 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 special meeting of the Board of Education of the District held on January 29, 2020, 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 School Building Bonds, Series 2020A, in the original aggregate principal amount of \$38,790,000.

WITNESS My hand officially as such District Clerk this 29<sup>th</sup> day of January 2020.

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

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

Pursuant to due call and notice thereof, a special meeting of the Board of Education of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota, was duly held in said School District on Wednesday, January 29, 2020, commencing at 5:00 P.M.

The following directors were present:

Alsum, Schwitters, Ruitter, Mueller, and Thein

and the following were absent:

Brandt

\* \* \*

\* \* \*

\* \* \*

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 School Building Bonds, Series 2020A, to be issued in the original aggregate principal amount of \$38,790,000.

The District's municipal advisor presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal of the Bonds to the Board. The proposals were as set forth in EXHIBIT A attached.

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

**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2020A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$38,790,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the Board of Education (the "Board") of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota (the "District"), as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01 Background. It is hereby determined that:

(a) At a duly called and regularly held special election on November 5, 2019, the voters of the District approved the issuance and sale by the District of general obligation bonds for the acquisition and betterment of school sites and facilities in the maximum principal amount of \$39,515,000 pursuant to Minnesota Statutes, Chapter 475, as amended (the "Act").

(b) The purpose of the bonds as approved by the voters is to provide financing for the acquisition and betterment of school sites and facilities Districtwide, including without limitation remodeling, renovations, and/or expansion of the school facility located in Clara City for use as a combined pre-K-5 elementary school, 6-8 middle school, and 9-12 high school facility; construction of a 500-seat auditorium addition to said facility; and deconstruction or transition of the Raymond and Maynard school facilities (collectively, the "Project").

(c) It is necessary and expedient to the sound financial management of the affairs of the District to issue its General Obligation School Building Bonds, Series 2020A (the "Bonds"), in the original aggregate principal amount of \$38,790,000, pursuant to the Act, to provide financing for the Project.

(d) By resolution adopted by the Board on December 11, 2019, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation. 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.

(e) 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.

1.02. Award to the Purchaser and Interest Rates. The proposal of Citigroup Global Markets Inc., New York, New York (the "Purchaser"), to purchase the Bonds of the District is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of

\$40,545,393.60 (par amount of the Bonds of \$38,790,000.00, plus original issue premium of \$2,236,397.35, less original issue discount of \$267,658.75, less an underwriter's discount of \$213,345.00), 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>
2021	4.000%	2031	3.000%
2022	4.000	2032	2.000
2023	4.000	2033	2.000
2024	4.000	2034	2.000
2025	4.000	2035	2.125
2026	4.000	2036	2.125
2027	4.000	2037	2.250
2028	4.000	2038	2.250
2029	3.000	2039	2.250
2030	3.000	2040	2.375

True interest cost: 2.0790022%

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 Construction Fund hereinafter created, as determined by the District Treasurer in consultation with the District's municipal advisor. The District Treasurer is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Chair and District Clerk are directed to execute a contract with the Purchaser on behalf of the District.

1.04. Terms and Principal Amounts of the Bonds. The District will forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of \$38,790,000, originally dated February 20, 2020, 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>
2021	\$1,175,000	2031	\$2,165,000
2022	1,000,000	2032	2,230,000
2023	1,035,000	2033	2,275,000
2024	1,165,000	2034	2,320,000
2025	1,205,000	2035	2,365,000
2026	1,255,000	2036	2,415,000
2027	1,865,000	2037	2,470,000
2028	1,965,000	2038	2,525,000
2029	2,040,000	2039	2,580,000
2030	2,100,000	2040	2,640,000

1.05. Optional Redemption. The District may elect on February 1, 2028, and on any day thereafter to prepay Bonds due on or after February 1, 2029. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District will determine. If less than all Bonds of a maturity are called for redemption, the District will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's

interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

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, 2020, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03.   Registration. The District will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). 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.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

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 the 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 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. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation School Building Bonds, Series 2020A Debt Service Fund (the "Debt Service Fund") hereby created, and the proceeds of the ad valorem taxes hereinafter levied (the "Taxes") are hereby pledged to the Debt Service Fund. There is appropriated to the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The District hereby creates the General Obligation School Building Bonds, Series 2020A Construction Fund (the "Construction Fund"). Proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, will be deposited in the Construction Fund to be used solely to pay costs of the Project. Any balance remaining in the Construction Fund after completion of the Project may be used for any other public use authorized by law or credited to the Debt Service Fund or other District debt service funds, all in accordance with Section 475.65 of the Act.

4.03. 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 a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the District Treasurer must pay such principal or interest from the general fund of the District, and the general fund will be reimbursed for those advances out of the proceeds of the Taxes levied herein, when collected.

4.04. 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 will be credited to the Debt Service Fund above provided and is in the years and amounts attached hereto as EXHIBIT C.

4.05. Debt Service Coverage. 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 all of the Bonds are paid, provided that at the time the District makes its annual tax levies the District Treasurer may certify to 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") 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.

4.06. Registration of Resolution. 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. Authentication of Transcript.

5.01. District 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.

5.02. Certification as to Official Statement. The Chair, the District Clerk, and the District Treasurer are 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.

5.03. 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.

5.04. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota on the closing date for further distribution as directed by the District's municipal advisor, Ehlers and Associates, Inc.

#### Section 6. Tax Covenants.

6.01. 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.

6.02. 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, limitations on amount invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. 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.

6.04. Not Qualified Tax-Exempt Obligations. The District shall not designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

6.05. 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 7. Book-Entry System; Limited Obligation of District.

7.01. DTC. 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 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.

7.02. 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.

7.03. 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.

7.04. 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 interests 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.

7.05. 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 all 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 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, “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.

8.02. District Compliance with Provisions of Continuing Disclosure Certificate. 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 is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take 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 9. Defeasance. When all of the 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 Ruiter and upon vote being taken thereon, the following voted in favor thereof:

Thein, Mueller, Ruiter, Schwitters, and Alsum

and the following voted against the same:

None

whereupon the resolution was declared duly passed and adopted.

**EXHIBIT A**  
**PROPOSALS**



**BID TABULATION**

**\$38,290,000\* General Obligation School Building Bonds, Series 2020A**

**Independent School District No. 2180 (MACCRAY Public Schools), Minnesota**

**SALE: January 29, 2020**

**AWARD: CITIGROUP GLOBAL MARKETS INC.**

**MN Credit Enhancement Rating: Moody's Investor's Service "Aa2"**

**Underlying Rating: Moody's Investor's Service "A2"**

Tax Exempt - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
CITIGROUP GLOBAL MARKETS INC.				\$39,915,838.85	\$10,097,522.40	2.0959%
New York, New York	2021	4.000%	0.830%			
	2022	4.000%	0.850%			
	2023	4.000%	0.870%			
	2024	4.000%	0.890%			
	2025	4.000%	0.910%			
	2026	4.000%	1.000%			
	2027	4.000%	1.050%			
	2028	4.000%	1.140%			
	2029	3.000%	1.300%			
	2030	3.000%	1.480%			
	2031	3.000%	1.650%			
	2032	2.000%	2.000%			
	2033	2.000%	2.070%			
	2034	2.000%	2.150%			
	2035	2.125%	2.220%			
	2036	2.125%	2.260%			
	2037	2.250%	2.300%			
	2038	2.250%	2.350%			
	2039	2.250%	2.390%			
	2040	2.375%	2.440%			

\* Subsequent to bid opening the issue size was increased to \$38,790,000.

Adjusted Price - \$40,545,393.60      Adjusted Net Interest Cost - \$9,888,882.69      Adjusted TIC - 2.0790%

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD Red Bank, New Jersey				\$40,503,988.35	\$10,365,122.82	2.1349%
RBC CAPITAL MARKETS, LLC New York, New York				\$40,305,840.44	\$10,484,577.91	2.1674%
WELLS FARGO BANK, NATIONAL ASSOCIATION Charlotte, North Carolina				\$39,805,047.60	\$10,627,467.04	2.2100%
J.P. MORGAN SECURITIES LLC New York, New York				\$42,646,173.06	\$11,439,498.05	2.2777%
MESIROW FINANCIAL, INC. Chicago, Illinois				\$40,338,920.15	\$11,036,004.64	2.2797%
FHN FINANCIAL CAPITAL MARKETS New York City, New York				\$41,514,843.34	\$11,304,014.99	2.2893%

Bid Tabulation  
Independent School District No. 2180 (MACCRAY Public Schools), Minnesota  
\$38,290,000\* General Obligation School Building Bonds, Series 2020A

January 29, 2020

Page 2

**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 SCHOOL BUILDING BOND  
SERIES 2020A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	February 20, 2020	

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 hereby 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, 2020, 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 District may elect on February 1, 2028, and on any date thereafter to prepay Bonds due on or after February 1, 2029. Redemption may be in whole or in part and if in part, at the option of the District and in such order as the District will determine. If less than all Bonds of a maturity are called for redemption, the District will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$38,790,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Board of Education of the District (the "Board") on January 29, 2020 (the "Resolution"), for the purpose of providing money to aid in financing the acquisition and betterment of

school sites and facilities, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, pursuant to authority granted by the voters of the District at a duly called and regularly held special election on November 5, 2019. The principal hereof and interest hereon are payable primarily 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 of ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The Board has not 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, 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, the Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota, by its Board of Education, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Chair and District Clerk has caused this Bond to be dated as of the date set forth below.

Dated: February 20, 2020

**INDEPENDENT SCHOOL DISTRICT  
NO. 2180 (MACCRAV 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 Representative

**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 \_\_\_\_\_

TEN ENT -- as tenants by entireties

(Cust) \_\_\_\_\_ (Minor)  
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:

\_\_\_\_\_

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, STEMP, 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.

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

Cede & Co.  
Federal ID #13-2555119

**EXHIBIT C**

**TAX LEVY SCHEDULE**

TAX LEVY CALCULATION

Issue ID# 331791

Independent School District No. 2180 (MACCRAY Public Schools), MN  
\$38,790,000 General Obligation School Building Bonds, Series 2020A

Dated Date: 2/20/2020  
 Call Date: 2/1/2028

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P & I	P & I @ 105%	Net Levy
2019 /	2020 /	2021	2,204,595.03	2,314,824.78	2,314,824.78 *
2020 /	2021 /	2022	2,039,962.50	2,141,960.63	2,141,960.63
2021 /	2022 /	2023	2,034,962.50	2,136,710.63	2,136,710.63
2022 /	2023 /	2024	2,123,562.50	2,229,740.63	2,229,740.63
2023 /	2024 /	2025	2,116,962.50	2,222,810.63	2,222,810.63
2024 /	2025 /	2026	2,118,762.50	2,224,700.63	2,224,700.63
2025 /	2026 /	2027	2,678,562.50	2,812,490.63	2,812,490.63
2026 /	2027 /	2028	2,703,962.50	2,839,160.63	2,839,160.63
2027 /	2028 /	2029	2,700,362.50	2,835,380.63	2,835,380.63
2028 /	2029 /	2030	2,699,162.50	2,834,120.63	2,834,120.63
2029 /	2030 /	2031	2,701,162.50	2,836,220.63	2,836,220.63
2030 /	2031 /	2032	2,701,212.50	2,836,273.13	2,836,273.13
2031 /	2032 /	2033	2,701,612.50	2,836,693.13	2,836,693.13
2032 /	2033 /	2034	2,701,112.50	2,836,168.13	2,836,168.13
2033 /	2034 /	2035	2,699,712.50	2,834,698.13	2,834,698.13
2034 /	2035 /	2036	2,699,456.26	2,834,429.07	2,834,429.07
2035 /	2036 /	2037	2,703,137.50	2,838,294.38	2,838,294.38
2036 /	2037 /	2038	2,702,562.50	2,837,690.63	2,837,690.63
2037 /	2038 /	2039	2,700,750.00	2,835,787.50	2,835,787.50
2038 /	2039 /	2040	2,702,700.00	2,837,835.00	2,837,835.00
<b>Totals</b>			<b>50,434,276.29</b>	<b>52,955,990.10</b>	<b>52,955,990.10</b>

\* The School District previously levied an amount sufficient to cover this payment.



Teacher Contract

The School Board of Independent School District 2180 of the State of Minnesota, Clara City, Minnesota, enters into this agreement, pursuant to M.S. 125.12 as amended, with Kayla Kutzke, a legally qualified and licensed teacher who agrees to teach in the public schools of said district as \_ for the school year 2020-2021.

The following provisions shall apply and are a part of this contract:

- 1. Basic Services: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rule and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provision of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines.
4. Additional Services: The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1.
5. Reference: This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. Special Provision: (Insert here any other contractual provisions).

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Table with 2 columns: Additional Service, Additional Compensation. Row 1: 1. 15 Days Extended Contract for Ag, \$ 3,835. Row 2: 2. \_\_\_\_\_, \$ \_\_\_\_\_

7. In Consideration thereof, the school board agrees to pay said teacher the following annual salary:

- \$ 40,750 For Basic Services:
\$ 3,835 For Additional Services as set forth in paragraph 6
\$ 44,585 Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the terms of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this 17th day of February, 2020

Teacher: Kayla L Kutzke

IN WITNESS THEREOF we have subscribed our signatures this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Independent School District No. 2180
Clerk: \_\_\_\_\_
Chairperson: \_\_\_\_\_



Teacher Contract

The School Board of Independent School District 2180 of the State of Minnesota, Clara City, Minnesota, enters into this agreement, pursuant to M.S. 125.12 as amended, with Ashley Larson a legally qualified and licensed teacher who agrees to teach in the public schools of said district as Math Teacher for the school year 2020-2021.

The following provisions shall apply and are a part of this contract:

- 1. Basic Services: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rule and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provision of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines.
4. Additional Services: The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1.
5. Reference: This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. Special Provision: (Insert here any other contractual provisions).

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Table with 2 columns: Additional Service, Additional Compensation. Row 1: 1. \_\_\_\_\_ \$ \_\_\_\_\_ Row 2: 2. \_\_\_\_\_ \$ \_\_\_\_\_

7. In Consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ 40,750 For Basic Services:
\$ For Additional Services as set forth in paragraph 6
\$ 40,750 Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the terms of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this 6th day of March, 2020

Teacher: Ashley Larson

IN WITNESS THEREOF we have subscribed our signatures this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Independent School District No. 2180

Clerk: \_\_\_\_\_

Chairperson: \_\_\_\_\_



Teacher Contract

The School Board of Independent School District 2180 of the State of Minnesota, Clara City, Minnesota, enters into this

agreement, pursuant to M.S. 125.12 as amended, with Mitch Beekman a legally qualified and licensed teacher who agrees to teach in the public schools of said district as Social Studies Teacher for the school year 2020-2021.

The following provisions shall apply and are a part of this contract:

- 1. Basic Services: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative...
2. Duration: This contract is subject to the provision of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota...
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the school board...
4. Additional Services: The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments...
5. Reference: This contract shall be subject to the agreement between the school district and the exclusive representative if any...
6. Special Provision: (Insert here any other contractual provisions).

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Table with 2 columns: Additional Service, Additional Compensation. Row 1: 1. \_\_\_\_\_ \$ \_\_\_\_\_ Row 2: 2. \_\_\_\_\_ \$ \_\_\_\_\_

7. In Consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ 43,800 For Basic Services:
\$ For Additional Services as set forth in paragraph 6
\$ 43,800 Total salary, exclusive of fringe benefits.

Such salary shall be paid as authorized and in such installments during the terms of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this 3rd day of March, 2020

Teacher: Mitchell Beekman

IN WITNESS THEREOF we have subscribed our signatures this \_\_\_\_\_ day of \_\_\_\_\_,

Independent School District No. 2180

Clerk: \_\_\_\_\_

Chairperson: \_\_\_\_\_



## SWWC Contracts Summary

	19-20 FTE	19-20 Contracts	20-21 FTE	20-21 Contracts
<b>Member: MACCRAY Public School</b>				
<b>Child Count on Contracts</b>		717		729
Membership Dues (One-Time)		\$ .00		\$ .00
<b>Administrative Solutions</b>				
Environmental/Occupational Health & Safety Management Program		\$5,400.00		\$5,580.00
Health & Safety Management Assistance		\$1,810.28		\$1,930.96
Drug & Alcohol Services		No		No
Regional Management Information Center				
<ul style="list-style-type: none"> <li>• Business/SMART Systems Services</li> <li>• MARSS/Other Revenue Reporting Services</li> <li>• Extended Services Subscription</li> </ul>		\$12,678.55 \$1,816.05 \$ .00		\$13,007.15 \$1,910.30 \$ .00
General Technology Services				
<ul style="list-style-type: none"> <li>• Basic Technology Services</li> <li>• Supplemental Technology Support &amp; Integration Block Hours</li> <li>• Technology Coordinator and/or Integration Services</li> <li>• E-Rate Coordination Services</li> </ul>		\$ .00 \$ .00 \$50,960.00 \$2,850.00		\$ .00 \$ .00 \$50,960.00 \$2,850.00
<b>Educational Solutions</b>				
Special Education Services (excluding Behavior Analyst & Autism Services):	FTE		FTE	
<ul style="list-style-type: none"> <li>• School Psychologist</li> <li>• Speech/Language Pathologist</li> <li>• School Social Worker</li> <li>• Teacher of the Visually Impaired</li> <li>• Early Childhood Special Education Teacher</li> <li>• Teacher of the Deaf/Hard of Hearing</li> <li>• Special Education/DAPE Teacher</li> <li>• Occupational Therapy</li> <li>• Occupational Therapy Supervision</li> <li>• Orientation and Mobility Services</li> </ul>	.510 .000 .000 .420 .000 .080 .000 .810 .000 .000	\$51,893.00 \$ .00 \$ .00 \$45,843.00 \$ .00 \$7,578.00 \$ .00 \$72,677.00 \$ .00 \$ .00	.460 .000 .000 .450 .000 .150 .160 .900 .000 .000	\$48,760.00 \$ .00 \$ .00 \$49,500.00 \$ .00 \$15,510.00 \$13,912.00 \$81,000.00 \$ .00 \$ .00

<ul style="list-style-type: none"> <li>• Physical Therapy</li> <li>• Regional ECSE Coordination</li> <li>• Single District Special Education Director</li> <li>• Program Management</li> </ul>	.140	\$13,468.00	.210	\$22,155.00
		\$1,918.91		\$1,919.45
		\$ .00		\$ .00
		\$29,221.00		\$31,325.00
TOTAL SPECIAL EDUCATION SERVICES		\$222,598.91		\$264,081.45
Behavior Analyst Services		\$7,280.00 Package B		\$7,498.00 Package B
Autism Consultant Services		\$ .00		\$ .00
Shared Services (Standards Alignment, PLCs, Professional Development and Curriculum)		\$ .00		\$ .00
Teaching & Learning Collaborative Services		\$16,491.00		\$17,496.00
Intervention & Data Support		\$ .00		\$ .00
<b>TOTAL</b>		<b>\$321,884.79</b>		<b>\$365,313.86</b>

**SWWC SERVICE COOPERATIVE  
MEMBERSHIP AGREEMENT  
2020-21**

THIS AGREEMENT, is executed this 1<sup>st</sup> day of February, 2020, (the “Execution Date”) by and between SWWC Service Cooperative (hereinafter referred to as “SWWC”), and **MACCRAY Public School**, No. 2180, located at Clara City, Minnesota (hereinafter referred to as the “Member”). The provisions contained herein, along with the addenda and attachments thereto, shall constitute the entire agreement and understanding between the parties.

**RECITALS**

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

**AGREEMENT**

1. **Dues and Fees.**
  - a. **Membership Dues.** The SWWC Board of Directors has determined membership fees (“Annual Membership Dues”) as follows:
    - **Full Membership:** Open to public school districts, cities, counties, and other governmental agencies as defined in Minnesota Statute (M.S. 471.59) and are within the SWWC region. A **one-time fee of \$25** will be assessed.
    - **Associate Membership:** Open to (a) nonpublic schools, partnership agencies, or nonprofit organizations within the SWWC region, and to (b) schools – public and nonpublic, cities, counties, partnership agencies, nonprofit organizations, and other governmental agencies outside the SWWC region. A **one-time fee of \$50** will be assessed.
  - b. **Additional Services Fees.** The Additional Service addenda attached hereto reflect each Additional Service subscribed to by the Member. The cost of such Additional Services may be determined by apportioning the approximate cost of each program and service among the members participating in the Additional Service, or may alternatively be determined by a flat fee schedule (“Additional Services Fees”). The attached Additional Service addenda shall state the manner in which the cost of such Additional Service subscribed to shall be calculated during the Term of this Agreement.
2. **Payment.** Unless modified by any addenda attached hereto, all payments due SWWC by Member shall be paid on or before August 15.
3. **Calculation of Student Enrollment.** If the attached addenda state that the Additional Service Fees are to be assessed on a per student basis, the student enrollment numbers used shall be those identified by the Minnesota Automated Reporting Student System (MARSS) as of the October 1 Fall Enrollment from the second prior fiscal year (17-18). The number of students calculated shall be those enrolled in pre-kindergarten through 12<sup>th</sup> grade education.
4. **Indemnification by Member.** The Member shall indemnify and hold SWWC harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys’ fees and expenses) which SWWC may incur or suffer as a result of any claim of any kind whatsoever arising out of:
  - a. any act or omission by Member or any of Member’s agents or employees which violates this Agreement;
  - b. any claim for breach of warranty based upon any warranty or representation given or purportedly given by Member, Member’s agents or employees which is different from or in addition to written warranties and representations given by SWWC, as amended by from time to time;

- c. third party claim for personal injury, damage, economic loss or other damage, caused by or arising out of the use, creation or production of any products proximately caused by or resulting from the negligence of Member, or the Member's agents or employees;
- d. any claim for breach of warranty based upon a defect caused by any act or omission by the Member, or the Member's employees or agents; or
- e. any claim or demand arising from the employment for engagement by Member of any person or entity.

5. **Term; Automatic Renewal.** Unless modified by addenda attached hereto, SWWC's obligations pursuant to this Agreement and any attached addenda shall commence on July 1, 2020 (the "Effective Date") and shall continue for a period of twelve (12) months (the "Initial Term"). This Agreement and all addenda attached hereto shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member delivers (a) written notice to SWWC of the Member's intent to withdraw from all SWWC services ("Notice of Intent to Withdraw"), or (b) written notice of the Member's intent to reduce its participation in any previously subscribed-to Additional Services ("Notice of Intent to Reduce Additional Services") by March 1 preceding the first day of the next Extended Term as set forth in Subsections 5(a) and 5(b) below (the "Notice Deadline").

a. **Notice of Intent to Withdraw.** The Member may deliver to SWWC a written Notice of Intent to Withdraw from membership and all Additional Services by the Notice Deadline. If not delivered, this Agreement shall renew for the next Extended Term and the Member shall be obligated to pay all dues and fees for the next Extended Term. The Member acknowledges and agrees that failure to provide such Notice of Intent to Withdraw on or before the Notice Deadline shall cause the Term of this Membership Agreement and, notwithstanding the receipt of a timely Notice of Intent to Reduce Additional Services from the Member, the Term of all addenda attached hereto to automatically renew for the next Extended Term. The Member further acknowledges and agrees that the Member may not subscribe to any Additional Service unless membership in SWWC is maintained and continued for the full term of any Additional Service. The Member acknowledges and agrees that if the Member subscribes to any Additional Services that extend over a term of greater than twelve (12) months (referred to herein as an "Obligated Term"), the Member shall be prohibited from withdrawing from membership in SWWC or from such subscribed Additional Service until the Obligated Term of the Additional Service has expired.

b. **Notice of Intent to Reduce Additional Services.** The Member may deliver to SWWC a written Notice of Intent to Reduce Additional Services by the Notice Deadline. If not so delivered, the Additional Services shall not be reduced, and the Member shall be obligated to pay all fees for subscribed Additional Services for the next Extended Term. Additionally, a timely Notice of Intent to Reduce Additional Services shall be effective only for those services expiring in the twelve (12) month period following the Notice Deadline and shall not have the effect of reducing the Term of any Additional Services to which the Member has subscribed; each Additional Service to which the Member has subscribed will not be subject to reduction or termination until the expiration date of the current Term of such Additional Service.

6. **Termination.** Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated prior to the expiration of the Initial Term or any Extended Term pursuant to any of the following provisions:

a. **Breach of Agreement.** Either party may terminate this Agreement by delivery of written notice to the other party if the other party breaches any of the terms and conditions of this Agreement; provided, however, if the breach is curable such notice shall not be effective unless and until such breach remains uncured for a period of thirty (30) days after delivery of such notice. If the breach is nonpayment by the Member of monies due to SWWC the cure period shall be ten (10) days, not thirty (30) days.

b. **Effect of Termination.** Except as specifically set forth herein, no withdrawal or termination of this Agreement by the Member, whether before or after the Effective Date hereof, and whether voluntary or involuntary, shall relieve the Member of its obligation to pay the full amount due hereunder, including any amounts due pursuant to any attached addenda, nor shall such withdrawal or termination, whether before or after the Effective Date hereof, result in or entitle the Member to the return of any monies previously paid to SWWC for any services subscribed to whether or not such services have been provided or delivered. A breach of this Agreement by SWWC shall entitle the Member to reimbursement of a prorated share of any Additional Service that would remain unused if 1/12 of the service fee were used by SWWC during each month of each Term hereof.

7. **General Provisions.**

a. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been duly delivered: (i) when received if delivered by hand; (ii) the same day if delivered by facsimile sent no later than 4:00 pm (receiver's time) on a business day; (iii) the next business day if sent by facsimile on a non-business day

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

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

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

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

SC MEMBER

SWWC SERVICE COOPERATIVE

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

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

ADDENDUM A  
TO MEMBERSHIP AGREEMENT  
**ENVIRONMENTAL/OCCUPATIONAL HEALTH & SAFETY MANAGEMENT PROGRAM**  
2020-21

**MACCRAY Public School**

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

1. SWWC is engaged in providing consultation and coordination of services related to the management of environmental health and safety concerns for Members.
2. SWWC agrees to facilitate an Environmental/Occupational Health and Safety Management Program, referred to herein as "E/OHSMP". Said program will be provided by IEA, Inc., 9201 W. Broadway #600, Brooklyn Park, MN 55445.
3. **Included General Services.** The E/OHSMP "General Services" provided by SWWC through IEA can be found at the following website: [www.swwc.org/EOHS](http://www.swwc.org/EOHS).
4. **Rate per visit; Annual Fee.** The Member agrees to pay annually a fee equal to the rate per visit (\$620.00) multiplied by the number of visits required by the Member in the most recent fiscal year ("Annual Fee").

2020-21 will be the third year of your three-year contract. The Annual Fee for 2020-21 will be:

\$5,580.00

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

ADDENDUM B  
TO MEMBERSHIP AGREEMENT  
**HEALTH AND SAFETY MANAGEMENT ASSISTANCE SERVICES**  
2020-21

**MACCRAY Public School**

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

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

$$\underline{241,370} \text{ square feet} \times \$0.008/\text{square foot} = \$1,930.96$$

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

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

ADDENDUM C  
TO MEMBERSHIP AGREEMENT  
**DRUG & ALCOHOL SERVICES**  
2020-21

**MACCRAY Public School**

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

1. **Purpose and Intent.** The purpose and intent of this Addendum define the administrative responsibilities in a Drug and Alcohol Management Program (the “Services”) to be offered by SWWC to the Member. The Services will be provided by Lakes Country Service Cooperative.
2. **Program Description.** The Member desires to obtain the services of a Consortium/Third Party Administrator (C/TPA) and agrees to pay for the following:
  - 2.1 Computer generated random selection. The pool follows the random testing rates as required by Federal Motor Carrier Safety Administration.
  - 2.2 Laboratory (SAMHSA) testing
  - 2.3 All testing supplies
  - 2.4 Overnight courier service
  - 2.5 Confidential information management
  - 2.6 DOT required statistical reports
  - 2.7 Medical Review Officer (MRO) services
  - 2.8 Blind sample compliance
3. **Program Description Fees:**
  - Program Access: Program Membership fee is **\$125.00** per District per Year.
  - Lab analysis per Drug test:
    - \*\*Drug by urine testing – At cost; district will be direct billed from Lakes Country Service Cooperative

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

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

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

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

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

ADDENDUM D  
TO MEMBERSHIP AGREEMENT  
**REGIONAL MANAGEMENT INFORMATION CENTER (“RMIC”)**  
2020-21  
**MACCRAY Public School**

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

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

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

- a. **Fixed Operations, License & Workshop.** Fixed Operations, License & Workshop includes the overall fixed operations costs, SMART SYSTEMS software licenses, and membership and includes attendance at SMART SYSTEMS Trainings and Business Services Workshops held throughout the year.
- b. **Software Support/Development Assessment.** Members using SMART SYSTEMS software cooperatively finance the needed support to insure reliable software and to provide required and requested enhancements. Software Support/Development Assistance includes all software releases and upgrades for SMART SYSTEMS.
- c. **SMART SYSTEMS Support & Business Services.** The SMART SYSTEMS Support & Business Services offsets the cost of staff time used to support the SMART SYSTEMS software and Business Services, and includes overall SMART SYSTEMS, UFARS, STAR, payroll and human resources assistance (phone support, account code conversions, UFARS edits, submissions, reporting for retirement, quarterly reports, STAR Reporting, W-2 processing, fiscal year-end (“FYE”) reporting, etc.). This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member’s student enrollment.
- d. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:
  - i. Emergency services, training, and additional accounting services not covered in basic fee will be charged at \$470.00 per day or \$65.00 per hour (billed in one-half hour increments) when provided at the Member’s district office, plus the IRS mileage rate (currently at \$0.575/mile); or will be charged \$410.00 per day or \$55.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
  - ii. Small Group Training – \$100.00/half day and \$150.00/full day.
  - iii. ACA Electronic Filing will be billed at \$250.00 for Original 1094/1095 B & C Forms and \$250.00 each for Amended 1094/1095 B & C Forms.
  - iv. TimeClock Plus Support: contact for quote.
- e. **Business/SMART SYSTEMS Services Worksheet:** If applicable, the Member’s Business/SMART Systems service fees shall be calculated as set forth below.

i. FIXED OPERATIONS, LICENSE & WORKSHOP FEE:	\$3,275.00
ii. SOFTWARE SUPPORT/DEVELOPMENT ASSESSMENT:	
<u>729</u> @ \$ 9.55 per student =	\$6,961.95
iii. SMART SYSTEMS SUPPORT & SERVICES FEE:	
<u>729</u> @ \$ 3.80 per student =	\$2,770.20

3. **MARSS/Other Revenue Reporting Services; Fees.**

- a. **Fixed Operations, Training & Workshop.** Fixed Operations, Training & Workshop covers the overall fixed operations costs and membership and includes attendance at MARSS Trainings and Workshops conducted by SWWC throughout the year.
- b. **MARSS/Other Revenue Reporting and Services.** MARSS/Other Revenue Reporting and Service offsets the cost of staff time used to support the Member with multiple submissions of FYE (June 30) and Fall semester MARSS data (phone support, codes and procedures, MARSS edits, submissions, etc.), and includes training and support of the MARSS Web Edit Program which is used at the district level for editing and reporting of local MARSS data.
- c. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:
  - i. Enrollment Record Editing at \$65.00 per hour (billed in one-half hour increments). This will be applied for frequent and multiple record changes.
  - ii. Paper and postage will be billed at cost.
  - iii. A charge of \$55.00 per Member for extra MARSS file submissions according to contract (\$0 districts who direct reports).
  - iv. MARSS training and emergency services not covered in basic fee will be charged at \$470.00 per day or \$65.00 per hour (billed in one-half hour increments) when provided at the Member's district office, plus the IRS mileage rate (currently at \$0.575/mile); or will be charged \$410.00 per day or \$55.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
  - v. Small Group Training - \$100.00/half day and \$150.00/full day.

- d. **MARSS/Other Revenue Reporting Worksheet.** If applicable, the Member's MARSS/Other Revenue Reporting service fees shall be calculated as set forth below.
  - i. FIXED OPERATIONS, LICENSE & WORKSHOP FEE: \$1,400.00
  - ii. MARSS/OTHER REVENUE REPORTING SUPPORT & SERVICE FEE:  
729 @ \$ .70 per student = \$ 510.30

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

\$ .00

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

The total cost of RMIC Services for July 1, 2020 through June 30, 2021 is as follows:

Business/SMART SYSTEMS Services (3 installments) . . . . .	\$13,007.15
MARSS/Other Revenue Reporting Services (3 installments) . . . . .	\$1,910.30
Extended Services Subscription (12 installments) . . . . .	\$ .00
<b><u>TOTAL CONTRACTED RMIC SERVICES.</u></b> . . . . .	\$14,917.45

- 6. Term; Automatic Renewal; Timeline for Withdrawal from RMIC Services.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties' obligations pursuant to this Addendum shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twenty-four (24) months (the "Initial Term"). The provisions of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with a minimum of twelve (12) months' notice of the Member's intent to discontinue its subscription to the RMIC Services by delivering to SWWC a written Notice of Intent to Reduce Additional Services, which shall specifically reference the RMIC Services, on or before June 30 (the "Notice Deadline"). If such Notice of Intent to Reduce Additional Services is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the following fiscal year. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to RMIC Services for the next Extended Term.
- 7. Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM E  
TO MEMBERSHIP AGREEMENT  
**GENERAL TECHNOLOGY SERVICES**  
(Technology Coordination, Integration and E-Rate Support)  
2020-21

**MACCRAY Public School**

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

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

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

Non-Contracting Entity:	Technology Service:	\$668.00/Day	\$83.50/Hour
	After Hours Support:	\$792.00/Day	\$99.00/Hour
	On-site Training Fee:	\$1,320.00/Day	\$165.00/Hour

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

Windshield Time will be assessed at the daily rate.

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

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

b. **Basic Technology Services.**

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

1. Access to SWWC's basic technology services for any employee of the Member.
2. Access to SWWC technology support and integration at discounted rates (discounted rate is dependent on the Member's contract level), including:
  - Phone support and assessment (additional charges for remote access and site visit support)
  - Development of purchasing specifications and mass purchase programs (hardware and software)
  - Discount pricing for Technology Days as defined below:
    - Discounted admission to technology workshops and presentations (3 or more per year)
    - Discounted admission rates for SWWC technology conferences
    - Free or discounted fees for SWWC sponsored training sessions
3. Periodic technology updates and newsletters by electronic or print distribution.
4. Complimentary enrollment and participation in SWWC's Clarity Technology evaluation and assessment toolset. Additional fees may apply for professional development, individualized analysis and trainings that may compliment the Clarity tools.

ii. **Basic Technology Service Fee.**

Enrollment less than 501	\$950.00	Enrollment Over 3,000	\$3,100.00
Enrollment 501 to 1,000	\$1,750.00	CCOGA less than 26 employees	\$250.00
Enrollment 1,001 to 2,000	\$2,200.00	CCOGA with 26 or more employees	\$400.00
Enrollment 2,001 to 3,000	\$2,850.00		

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

updates), as well as general assistance to the Member's current technology leadership and team. The Member will also be entitled to Technology Planning, including research, writing and updates regarding the technology plan currently in use by the Member. The Member will also be entitled to assistance in the development of and updates to inventory and acquisition schedules. The Member will incur additional costs for each service listed below; the additional cost will be billed according to the Member's Technology Service Rate.

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

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

Technology Service:	\$566.00/Day	\$70.75/Hour
On-site Training Fee:	\$952.00/Day	\$119.00/Hour

2. The following additional charges or restrictions may apply:

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

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

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

2. Additional Onsite Trainings will be charged at the rate of \$952/day.

3. Additional Technology Service Hours will be charged at the rate of \$566/day.

4. Block Hour Service Fees:

- 1 day per month block
  - 12 Month Tech Support or Integration Option \$6,588 / year
  - 9 Month Tech Integration Option \$5,112 / year
- 2 days per month block
  - 12 Month Tech Support or Integration Option \$12,720 / year
  - 9 Month Tech Integration Option \$9,882 / year

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

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

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

- i. Onsite Training will be charged at the rate of \$952/day.

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

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

- 1 Day per week \$520.00/day = \$27,040.00 annual contract
- 2 Days per week \$490.00/day = \$50,960.00 annual contract
- 3 Days per week \$455.00/day = \$70,980.00 annual contract
- 4 Days per week \$416.00/day = \$86,528.00 annual contract

**Note: These rates include Round Trip mileage from SWWC to Technology Office Location at district. Mileage charges apply at the IRS rate for additional travel performed on district business.**

e. **Full-Time Technology Coordinator Services.**

- i. Full-time Technology Coordination Services will place a full time equivalency of SWWC employees in a district or entity on a full-time basis. Holidays, sick and annual leave time, and professional development will be observed by contracting agency as a part of this agreement. Substitute Technology Coordinators may be provided at the discretion of the contracting agency and SWWC. Entities entering into a full-time agreement for the first time must commit to a 3-year agreement as the initial term; the 3-year commitment discount will be applied during this initial term.
- ii. The rate listed below includes Round Trip Mileage from SWWC to Technology Office Location at the District. Mileage charges apply at the IRS rate for additional travel performed on district business.
- iii. The Member shall remain responsible for data retention and backups on days that the SWWC Employee is not on-site.

iv. **Services Fees.**

1. The "Base Fee" for Full-Time Technology Coordinator or Integration Services shall be:

\$94,752.00 per year

2. On-site training days may be purchased at \$952.00 per day. Participant capacity for on-site training may be restricted depending on the type of training being provided. Capacity will be determined when training is scheduled.
3. **3-year Full Time Technology Coordinator Service Commitment Discount.** Contracting agencies that enter into a three 3-year commitment for Full-time Technology Coordination will receive a 2% discount on such services for each of the three (3) years.
4. Full-Time contracts may be split between two neighboring Members or entities. A splitting fee will be assessed to each contracting entity when sharing a full time contract. Contract splitting fees cover travel and administrative expenses associated with covering multiple Member. Split Contracts may not exceed a total of 5 days per week; additional days added to a full-time contract are subject to the rates associated with the additional service level.

Full Time Contract Splitting Fees:      *80/20 Split Contract:*      \$975.00 per entity

*60/40 Split Contract:*      \$1,950.00 per entity

5. Full-Time contracts may be split between Technology Coordination/Support and Tech Integration. A splitting fee will be assessed to the Member when splitting between Technology Coordination/Support and Tech Integration.

Full Time Contract Splitting Fees:      *80/20 Split Contract:*      \$1,550.00

*60/40 Split Contract:*      \$3,100.00

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

f. **E-Rate Coordination Services.**

- i. The Member may additionally subscribe to SWWC’s E-Rate Coordination Services. Such services include the coordination and filing of E-Rate applications and forms to the Federal Communications Commission (“FCC”) and the Universal Service Administrative Company’s (“USAC”) School and Libraries Division (“SLD”). SWWC’s E-Rate staff will work with the Member’s staff to collect all data necessary to perform the filings.
- ii. **Special Term.** Notwithstanding any provisions in this Addendum or the Membership Agreement to the contrary, the term of any E-Rate Coordination Services subscription shall be equal to one Funding Year (as defined by the FCC and the Universal Service Administration Company). A 5-year commitment to E-Rate Coordination Services shall commence beginning the first year during which School applies for and receives Category 2 funding to match the FCC’s 5-year Category 2 budget cycle. With the changes enacted by the FCC for Category 2, all 5-year commitments shall end at the close of Fund Year 2020 (Fiscal Year 2020-21), including new contracts for Fund Year 2020. New 5-year contract commitment cycles will begin in Fund Year 2021 (Fiscal Year 2021-2022) to coincide with the FCC’s revised Category 2 budget cycles.
- iii. **Services Fees.**
  - 1. Standard Rate E-Rate Coordination:

Enrollment less than 301	\$1,150 annual contract
Enrollment 301 to 700	\$1,950 annual contract
Enrollment 701 to 2,000	\$2,850 annual contract
Enrollment over 2,001	\$3,650 annual contract
  - 2. Holders of full-time, non-shared Technology Coordination contracts shall receive a \$500.00 annual discount on E-Rate Coordination Services and RFP preparation services shall be provided under the terms of the Full-Time Technology Coordination Contract.
  - 3. Research, development, evaluation assistance, and other activities pertaining to requests for proposals (RFP) and appeals, when necessary, shall be billed out at \$82.50 per hour for districts without a technology subscription, or \$68.75 per hour for districts that hold a technology subscription.
- iv. **Current Funding Year.** This Addendum covers all activities pertaining to the E-Rate Funding Year 2021, starting July 1, 2021 through June 30, 2022. The application process will begin in the fall of 2020. Activities pertaining to previous and future funding years falling within the term date of this contract will require a separate contract for the corresponding funding year.
- v. Letters of Agency and other contractual documents for E-Rate specific purposes will contain additional regulatory and program rule conditions and contractual language to which SWWC and the Member shall mutually agree.
- vi. **SC Duties.** SWWC’s duties with regard to E-Rate Coordination Services include:
  - 1. Track and assist in the submission all E-Rate related forms for the Member.
  - 2. Meet with appropriate Member personnel to determine proper submission process and eligibilities for district.
  - 3. Assure all applications and forms submission meet processing standards and submission deadlines.
  - 4. Host E-Rate workshops for contracting member districts.
  - 5. Assist in assuring that the Member meets requirements for E-Rate eligibility including but not limited to the Children’s Internet Protection Act (“CIPA”) and records retention.
  - 6. Assist the Member in maintaining duplicate records on behalf of district for up to 10 years as required by the SLD. Member is ultimately responsible for maintaining archived records of all E-Rate related communications for 5 years following the end of any contract receiving E-Rate funding.
  - 7. Coordinate with service providers for the appropriate application of E-Rate discounts.

- vii. SWWC does not guarantee that applications submitted by its staff or clients will necessarily result in funding commitments given the ever-changing rules and their interpretations by the staff of the FCC's Schools and Libraries Division ("SLD"). SWWC shall not be held responsible in the incident that a funding request is not successful or goes under Privacy Impact Assessment review or audit with the SLD or FCC.
- viii. **IMPORTANT:** *E-Rate coordination services do not relinquish the responsibility from the Member to adhere to the program rules and laws placed on the E-Rate program by USAC, the FCC or any other governing agency. SWWC shall under no circumstance be legally or financially responsible for requested or committed funding that is denied or rescinded by USAC or the FCC. The Member is solely responsible for ensuring that all local bid and contract requirements are met by their district when establishing agreements with vendors for E-Rate funded services.*

2. **Agreement.** Being fully informed of each technology service option available to it, the Member desires to subscribe to those technology services indicated at Section 5 of this Addendum. SWWC agrees to provide such services according to the terms of the Membership Agreement and the terms set forth in this Addendum. The Member agrees to remit timely payment for such services as provided herein.
3. In Consideration of all contracted supplemental technology services: Contracted Time purchased for Technology Services is for use within the contracting entity only. Services provided at the Member site, or the location of a Member sponsored event, in which attendees other than those of the Member will be in attendance, shall be billed at the "on-site training fee" for entities with no contract as listed in Section 1a.
4. **Hold Harmless.** SWWC shall hold no liability for any equipment malfunctions, loss of data or data privacy violations that may occur at the Member site. The Member is solely responsible for ensuring that backups, data consistency and retention of data is being performed as well as all other day-to-day operations of the Technology Department of the Member. The Member is responsible for ensuring that all filings, certifications and licensing are met. Loss of funding or fines imposed on the Member are the sole responsibility of the Member and not the responsibility of SWWC. The Member agrees to hold SWWC harmless for any cost, fees or liabilities, including attorneys' fees that SWWC may incur as a result of any service discussed in this Addendum.
5. **Subscription.** Listed below are the General Technology Services fees for your district based upon what was subscribed to in the previous fiscal year.

<b>Basic Technology Services (payable on or before July 30, 2020)</b>	\$ .00
<b>Supplemental Technology Support or Integration Services Block Hours (payable monthly)</b>	\$ .00
<b>Technology Coordinator or Integration Services (payable monthly)</b>	\$50,960.00
<b>E-Rate Coordination Services: (payable after the Form 470 has been completed)</b>	\$2,850.00

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

ADDENDUM F  
TO MEMBERSHIP AGREEMENT  
SPECIAL EDUCATION SERVICES  
2020-21

**MACCRAY Public School**

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

1. **Subscription.** The Member hereby subscribes to SWWC's Special Education Services (the "Services"), specifically subscribing to those Services indicated at Section 13 below. As noted at Section 13, the Services are classified as either "Direct Services" or "Administrative Services". As used herein, the phrase "Administrative Services" shall include Special Education Director, and Special Education Coordinator services. The Member hereby agrees and acknowledges that the timelines governing its ability to withdraw from such Services depends upon this classification.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Administrative Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties' obligations regarding the Member's subscription to Administrative Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twenty-four (24) months (the "Administrative Services Initial Term"). The provisions of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with a minimum of twelve (12) months' notice of the Member's intent to discontinue its subscription to the Administrative Services by delivering to SWWC a written notice of such intent (referred to as "Notice of Intent to Withdraw from Administrative Services") to SWWC on or before June 30 (the "Administrative Services Withdrawal Deadline"). If such Notice of Intent to Withdraw from Administrative Services is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the following fiscal year. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Administrative Services for the next Extended Term.
4. **Direct Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties' obligations regarding the Member's subscription to Direct Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the "Direct Services Initial Term"). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Direct Service (referred to as "Notice of Withdrawal from Direct Service") on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Direct Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Direct Services for the next Extended Term.
5. **Payment.** In exchange for SWWC's agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL LOCAL ADDENDUM PRICE" set forth at Page 2 to this Addendum, excluding ECSE Teacher Services\*. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. \*ECSE Teacher Services shall be invoiced in four installments, one of each which is due on or before November 15, January 15, April 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
8. Required SWWC service personnel who are funded at the lower "Single District Rate" level shall be entitled to receive all of the rights and benefits of personnel who are funded at the "Full Service Rate".
9. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
10. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.

11. All performance reviews of required service personnel shall be conducted by a SWWC special education administrator and shall be in accordance with the policies and procedures established by SWWC.
12. Occupational therapy services, physical therapy services, teacher of the visually impaired services, and teacher of the deaf/hard of hearing services are based upon usage from the prior fiscal year. If one of these services is discontinued, the district will still be responsible for the prior year usage charges in the next fiscal year.
13. **Services.** The Member hereby agrees to subscribe to those services indicated below:

-----FUNDING SOURCE-----

<b>Direct Services:</b> includes office/prep time	<b>TOTAL FTE</b>	<b>Federal Part B (619) Total</b>	<b>Federal Part F (620) Total</b>	<b>Local (740) Total</b>
School Psychologist Services	.460	\$18,215.00	\$ .00	\$30,545.00
Speech/Language Pathologist Services	.000	\$ .00	\$ .00	\$ .00
Social Worker Services	.000	\$ .00	\$ .00	\$ .00
Teacher of the Visually Impaired Services	.450	\$22,473.00	\$ .00	\$27,027.00
ECSE Teacher Services	.000	\$ .00	\$ .00	\$ .00
Special Education/DAPE Teacher	.160	\$6,143.00	\$ .00	\$7,769.00
Teacher of the Deaf/Hard of Hearing	.150	\$5,768.00	\$ .00	\$9,742.00
Occupational Therapy Services	.900	\$28,161.00	\$ .00	\$52,839.00
Occupational Therapy Supervision	.000	\$ .00	\$ .00	\$ .00
Orientation and Mobility	.000	\$ .00	\$ .00	\$ .00
Physical Therapy Services	.210	\$9,945.00	\$ .00	\$12,210.00
Behavior Analyst Services		\$ .00	\$ .00	\$7,498.00
Autism Consultant Services		\$ .00	\$ .00	\$ .00
Single District Special Education Director		\$ .00	\$ .00	\$ .00
<b>Administrative Services:</b>				
Special Education Program Management		\$29,325.00	\$2,000.00	\$ .00
Regional ECSE Coordination Services		\$ .00	\$1,919.45	\$ .00
<b>TOTAL ADDENDUM PRICE</b>		\$120,030.00	\$3,919.45	\$147,630.00

SC MEMBER

SWWC SERVICE COOPERATIVE

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

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





ADDENDUM I  
TO MEMBERSHIP AGREEMENT  
**TEACHING AND LEARNING COLLABORATIVE**  
2020-21

**MACCRAY Public School**

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

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

Coordination of Standards Alignment

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

Data Mining and/or Data Retreat

Professional Development

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

Common In-Service Day for all participating districts

Monthly Principal PLC Meeting

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

TOTAL ADDENDUM PRICE - \$17,496.00
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.