MACCRAY ISD 2180
Clara City, MN 56222
MACCRAY Board Room
Monday, Oct. 13, 2025
6:00 pm

TENTATIVE AGENDA

Policy 206 – Individual speakers will have three minutes to speak to the board and may do so only during the public comment portion of the meeting. Comments involving data privacy, personal attacks on others, or that may be considered libelous or slanderous, or are initiated after the public comment period, are unacceptable. The board will take no action at the same meeting on an item raised by the public at that meeting to allow for further investigation.

1.0 Call to Order
2.0 Pledge of Allegiance
3.0 Approval of the Agenda/Additions/Deletions
4.0 Public Comment - none
5.0 Consent Agenda – Action Required
- 5.1 Adoption of Minutes
- 5.2 Approve payment of bills and financial reports.
- 5.3 Accept resignation of paraprofessional - C. Sterling
- 5.4 Accept donation of musical instruments - Sheri Diekmann
- 5.5 Acknowledge donation by Raymond, Clara City, and Maynard Lions.
- 5.6 Approve Employment Agreement with Paraprofessional - D. Torres
- 5.7 Retirement of Admin Assistant - K. Beseman
- 5.8 Adopt Policy 418 - Drug Free Workplace - Drug Free School
- 5.9 Adopt Policy 417 - Chemical Use and Abuse
- 5.10 Adopt Policy 419 - Tobacco-Free, Vaping Free Environment
- 5.11 Approve increasing contract with A. Reszel (½ time Special Ed to full-time for SY25-26).
- 5.12 Approve Winter Coaches & Supervisors

Boys Basketball

Lucas Post	Head Varsity
Trent Carlson	JV
Andrew DuHoux	C
Tyler Anderson	JH (8th)
Unknown	JH (7th)

Girls Basketball

Shaun Condon	Head Varsity
Bryce Olson	JV
Dana Johnson	C
Unknown	JH (8th)
Unknown	JH (7th)

Dance

Janie Albertson	Head Varsity
Angelina Morris	Volunteer
Alia Terrones	Volunteer

Wrestling

RJ Hogrefe — MACCRAY's Coach

Athletic Trainer Heather Christopher

Prom	Drew Dahlke
Knowledge Bowl	Seth Falk
Math League	Bryce Olson
BPA	Rhonda Pieper
Winter Weight Room	Cole Christopher
One Act Play	Jennifer Wassenaar & Crystal Donner (split)
Spelling Bee	Laura Bristle

6.0 Communication Report

6.1Administrative Reports

6.1.1 Jim Trulock - Activities

6.1.2 Todd Bertram - Elementary Principal

6.1.3 Judd Wheatley, MS/HS Principal

6.1.4 Adam Holm, Superintendent

6.2 Committee Reports -

6.3 Board Discussion - 2180 Donor Board

7.0 Business items – Action Required

7.1 Resolution authorizing the sale of the football field parcel in Maynard.

7.2 Resolution of Governing Board Supporting Form A Application to MSHSL Foundation.

7.3 MSHSL Resolution for Hockey Cooperative with Willmar - rescind Marshall Boys Hockey Cooperative.

7.4 Rescind Policy 522 - Title IX Sex Nondiscrimination (2022) and replace with Policy 522 - Title IX Final Rule from 2020.

7.5 Resolution to do a fund balance transfer from General Fund to zero out Fund 04 in the amount of $90,010.46.

8.0 Upcoming Meetings

Regular Board Meeting, Monday, November 10, MACCRAY Board Room, 6pm.

Truth in Taxation, Monday, Dec. 8, MACCRAY Board Room, 6pm.

Regular Board Meeting, Monday, Dec. 8, MACCRAY Board Room, following TNT.

Regular Board Meeting, Monday, Jan. 12, 2026, MACCRAY Board Room, 6pm.

9.0 Adjournment

Minutes of the Board of Education
Independent School District #2180
Regular Meeting #3
Monday, Sept. 8, 2025, 6:00 PM
MACCRAY Board Room

Members Present: Julie Alsum, Debi Brandt, Mark Kasella, John Hagemeyer, Ben Donner, Carmel Thein.
Others Present: Adam Holm, Superintendent; Judd Wheatley, MS/HS Principal; Todd Bertram, Elem. Principal; Kim Sandry, Business Manager; Kati Hess, Community Ed Director; Greg Peterson, Tech Director;

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

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

Public Comment: none

Approval of Consent Agenda:
Motion by Hagemeyer, second by Kasella, to approve the consent agenda.
Motion carried by unanimous vote.

- Adoption of Minutes
- Approve payment of bills and financial reports.
- Acknowledge $1000 Donation from Dover Fireman to Volleyball
- Acknowledge donation of food for Staff Inservice - Kwik Trip, Brandt Wendlandt - EFS, Starbucks
- Acknowledge School Safety Donation - $2000 from Chippewa County Sheriff Department.
- Approve Employment Agreement with Para - R. Villarreal
- Approve Employment Agreement with Para - R. Kimpling
- Approve Teacher Contract for .75 ESL Teacher - J. Hultgren
- Adopt Policy 406 - Public and Private Personnel Data
- Adopt Policy 412 - Expense Reimbursement
- Adopt Policy 413 - Harassment and Violence
- Adopt Policy 612 - Development of Parent and Family Engagement Policies for Title I Programs
- Approve Fall Weight Room Coach - A. Pieper
- Approve Employment Agreement with Fall Grounds Assistant - T. Niemeyer

Communications Reports:
Kati Hess – CER Director
Todd Bertram – Elementary Principal
Judd Wheatley – MS/HS Principal
Adam Holm: District update.
Committee Reports/Board Discussion: none

Business Items:
Motion by Thein, second by Alsum, to adopt the 25-26 Student Handbook. Motion carried by unanimous vote.

Motion by Alsum, second by Kasella, to adopt the 25-26 Staff Handbook. Motion carried by unanimous vote.

Motion by Alsum, second by Thein, to certify the 25 Payable 25 Levy for the maximum amount. Motion carried by unanimous vote.

Meetings and Workshops:

Regular Board Meeting, Monday, October 13, MACCRAY Board Room, 6pm.
Regular Board Meeting, Monday, November 10, MACCRAY Board Room, 6pm.
Truth in Taxation, Monday, Dec. 8, MACCRAY Board Room, 6pm.
Regular Board Meeting, Monday, Dec. 8, MACCRAY Board Room, following TNT.

Adjournment of Meeting

Motion by Hagemeyer, second by Brandt, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 6:48 pm.

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

Ind. School District #2180
Exp Summary - Fd, Pro Series
Period Ending September 30, 2025

Sequence: Fd, Pro

	Description	26ORIG Annual Budget	Period 202603	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General							
	000 Administration	776,197.00	58,666.60	160,352.70	21%	1,725.83	21%	614,118.47
	100 District Support Services	392,590.00	21,752.82	77,698.58	20%	1,343.36	20%	313,548.06
	200 Elem & Secondary Regular Instr	4,838,265.00	329,381.75	405,304.35	8%	37,106.68	9%	4,395,853.97
	300 Vocational Education Instr	306,999.00	18,294.97	21,149.92	7%	0.00	7%	285,849.08
	400 Special Education Instr	2,200,603.00	132,133.96	141,898.95	6%	37,494.15	8%	2,021,209.90
	600 Instructional Support Services	546,072.00	47,100.89	169,745.60	31%	14,780.36	34%	361,546.04
	700 Pupil Support Services	1,423,897.00	108,243.72	119,245.14	8%	2,745.12	9%	1,301,906.74
	800 Sites & Buildings	830,000.00	41,021.24	182,004.61	22%	70,088.73	30%	577,906.66
	900 Fiscal & Other Fixed Costs	161,000.00	0.00	164,154.01	102%	0.00	102%	(3,154.01)
01	**General**	11,475,623.00	756,595.95	1,441,553.86	13%	165,284.23	14%	9,868,784.91
02	Food Service							
	700 Pupil Support Services	650,378.00	24,358.78	52,247.57	8%	18,292.29	11%	579,838.14
02	**Food Service**	650,378.00	24,358.78	52,247.57	8%	18,292.29	11%	579,838.14
04	Community Service							
	500 Community Ed & Services	538,859.00	34,745.01	69,543.32	13%	982.47	13%	468,333.21
04	**Community Service**	538,859.00	34,745.01	69,543.32	13%	982.47	13%	468,333.21
05	Capital Outlay							
	800 Sites & Buildings	502,776.00	0.00	226,194.26	45%	63,148.61	58%	213,433.13
05	**Capital Outlay**	502,776.00	0.00	226,194.26	45%	63,148.61	58%	213,433.13
07	Debt Redemption							
	900 Fiscal & Other Fixed Costs	3,124,080.00	0.00	515,177.50	16%	0.00	16%	2,608,902.50
07	**Debt Redemption**	3,124,080.00	0.00	515,177.50	16%	0.00	16%	2,608,902.50
21	Student Activity							
	200 Elem & Secondary Regular Instr	0.00	4,703.71	23,105.66	0%	15,432.01	0%	(38,537.67)
21	**Student Activity**	0.00	4,703.71	23,105.66	0%	15,432.01	0%	(38,537.67)
	Report Totals:	16,291,716.00	820,403.45	2,327,822.17	14%	263,139.61	16%	13,700,754.22

Ind. School District #2180

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
BND2		63587	5615	Check	1	5431		Peterson Companies, Inc.		Yes	No	No	09/11/2025	9,299.36
											Bank Total:			$9,299.36
Pay		63513		Wire	1	00867		PERA		No	No	No	09/02/2025	5,622.76
Pay		63514		Wire	1	00868		MN Teachers Retirement Assoc.		No	No	No	09/02/2025	31,582.64
Pay		63515		Wire	1	2181		Aviben		No	No	No	09/02/2025	8,765.76
Pay		63516		Wire	1	2385		MN Department of Revenue		No	No	No	09/02/2025	6,900.61
Pay		63517		Wire	1	2875		Internal Revenue Service		No	No	No	09/02/2025	45,878.11
Pay		63518		Wire	1	2985		Aviben FLEX		No	No	No	09/02/2025	2,134.15
Pay		63646		Wire	1	00867		PERA		No	No	No	09/19/2025	7,253.82
Pay		63647		Wire	1	00868		MN Teachers Retirement Assoc.		No	No	No	09/19/2025	36,418.07
Pay		63648		Wire	1	2181		Aviben		No	No	No	09/19/2025	9,867.54
Pay		63649		Wire	1	2385		MN Department of Revenue		No	No	No	09/19/2025	8,716.15
Pay		63650		Wire	1	2875		Internal Revenue Service		No	No	No	09/19/2025	56,717.31
Pay		63651		Wire	1	2985		Aviben FLEX		No	No	No	09/19/2025	2,425.82
Pay		63711		Wire	1	00867		PERA		No	No	No	09/30/2025	13,307.39
Pay		63712		Wire	1	00868		MN Teachers Retirement Assoc.		No	No	No	09/30/2025	33,284.97
Pay		63713		Wire	1	2181		Aviben		No	No	No	09/30/2025	9,892.54
Pay		63714		Wire	1	2385		MN Department of Revenue		No	No	No	09/30/2025	8,482.02
Pay		63715		Wire	1	2875		Internal Revenue Service		No	No	No	09/30/2025	58,010.61
Pay		63716		Wire	1	2985		Aviben FLEX		No	No	No	09/30/2025	2,470.26
Pay		63498	61918	Check	1	2985		Aviben FLEX		Yes	No	No	09/02/2025	136.29
Pay		63502	61919	Check	1	4979		Coordinated Business Systems		Yes	No	No	09/02/2025	270.00
Pay		63500	61920	Check	1	3818		Hoernemann, Paul		Yes	No	No	09/02/2025	75.00
Pay		63504	61921	Check	1	5586		Kluksdal, Dallas		Yes	No	No	09/02/2025	125.00
Pay		63501	61922	Check	1	4553		Nordic Solar HoldCo Phase 2, LLC		Yes	No	No	09/02/2025	9,731.70
Pay		63499	61923	Check	1	3614		Petrich, Steve		Yes	No	No	09/02/2025	75.00
Pay		63503	61924	Check	1	5395		Schultz, Ryan		Yes	No	No	09/02/2025	75.00
Pay		63506	61925	Check	1	00528		Bremer Bank		Yes	No	No	09/02/2025	170.00
Pay		63508	61926	Check	1	1039		Citizens Alliance Bank		Yes	No	No	09/02/2025	772.00
Pay		63512	61927	Check	1	4802		Colonial Life		Yes	No	No	09/02/2025	1,163.75
Pay		63511	61928	Check	1	4594		Kensington Bank		Yes	No	No	09/02/2025	300.00
Pay		63509	61929	Check	1	3402		Lake Region Bank		Yes	No	No	09/02/2025	100.00
Pay		63510	61930	Check	1	4043		MN Child Support Center		Yes	No	No	09/02/2025	60.50
Pay		63507	61931	Check	1	00881		NCPERS Group Life Ins. c/o Member Ber		Yes	No	No	09/02/2025	8.00
Pay		63505	61932	Check	1	00023		UNUM Life Insurance Company		Yes	No	No	09/02/2025	256.17
Pay		63519	61933	Check	1	3646		Herman, Mark		Yes	No	No	09/02/2025	140.00
Pay		63520	61934	Check	1	4855		Stokes, Mick		Yes	No	No	09/02/2025	140.00

Ind. School District #2180

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Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		63531	61935	Check	1	5039		Donner's Garage Inc		Yes	No	No	09/03/2025	192.96
Pay		63530	61936	Check	1	4608		Dufault Publishing Inc		Yes	No	No	09/03/2025	338.82
Pay		63533	61937	Check	1	5171		Follett Content Solutions, LLC		Yes	No	No	09/03/2025	375.71
Pay		63526	61938	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	09/03/2025	127.20
Pay		63528	61939	Check	1	1483		Renaissance Learning, Inc.		Yes	No	No	09/03/2025	2,955.90
Pay		63527	61940	Check	1	01389		School Specialty, LLC		Yes	No	No	09/03/2025	673.60
Pay		63532	61941	Check	1	5153		Stony Creek Dairy		Yes	No	No	09/03/2025	711.92
Pay		63524	61942	Check	1	00231		Supreme School Supply		Yes	No	No	09/03/2025	239.12
Pay		63529	61943	Check	1	2943		Sweep Hardware		Yes	No	No	09/03/2025	191.69
Pay		63525	61944	Check	1	00258		Willmar Public Schools		Yes	No	No	09/03/2025	1,338.91
Pay		63543	61950	Check	1	4234		Clean Site LLC		Yes	No	No	09/04/2025	115.50
Pay		63542	61951	Check	1	4018		Dist. 2904		Yes	No	No	09/04/2025	90.00
Pay		63540	61952	Check	1	3266		MN State High School Math League		Yes	No	No	09/04/2025	700.00
Pay		63544	61953	Check	1	4813		Pennie-Roy, Heather		Yes	No	No	09/04/2025	140.00
Pay		63545	61954	Check	1	5367		Roos, Jordon		Yes	No	No	09/04/2025	140.00
Pay		63541	61955	Check	1	3987		Sarlettes Music		Yes	No	No	09/04/2025	518.96
Pay		63547	61956	Check	1	2359		Amazon Capital Services		Yes	No	No	09/04/2025	4,242.84
Pay		63548	61957	Check	1	00044		City of Clara City		Yes	No	No	09/04/2025	439.86
Pay		63550	61958	Check	1	3962		Indianhead Foodservice Distributor		Yes	No	No	09/04/2025	1,996.23
Pay		63549	61959	Check	1	3032		MN Bureau of Criminal Apprehension		Yes	No	No	09/04/2025	15.00
Pay		63551	61960	Check	1	4957		Stark, Sonja		Yes	No	No	09/04/2025	23.09
Pay		63552	61961	Check	1	1936		Palmer Bus Service, Inc		Yes	No	No	09/04/2025	88,395.03
Pay		63553	61962	Check	1	1054		ACT, INC		Yes	No	No	09/04/2025	1,600.50
Pay		63556	61963	Check	1	3821		Erbes, Wayne		Yes	No	No	09/05/2025	140.00
Pay		63558	61964	Check	1	3825		Fury, Jerry		Yes	No	No	09/05/2025	140.00
Pay		63555	61965	Check	1	00094		Gopher Sport		Yes	No	No	09/05/2025	294.12
Pay		63559	61966	Check	1	4633		Kaczmarek, Gary		Yes	No	No	09/05/2025	140.00
Pay		63557	61967	Check	1	3823		Lustfield, Bob		Yes	No	No	09/05/2025	140.00
Pay		63560	61968	Check	1	5474		Sellner, Mason		Yes	No	No	09/05/2025	140.00
Pay		63561	61969	Check	1	1762		Donners Crossroads Truckstop		Yes	No	No	09/05/2025	197.40
Pay		63564	61970	Check	1	00308		SW & WC Service Cooperative		Yes	No	No	09/08/2025	44,591.65
Pay		63565	61971	Check	1	5345		ORIGO Education Inc		Yes	No	No	09/08/2025	191.40
Pay		63567	61972	Check	1	00077		Farmers Coop Oil Co.		Yes	No	No	09/08/2025	810.73
Pay		63570	61973	Check	1	5166		GreatAmerica Financial Svcs.		Yes	No	No	09/08/2025	441.45
Pay		63568	61974	Check	1	00650		Prinsburg Farmers Coop		Yes	No	No	09/08/2025	110.42
Pay		63569	61975	Check	1	2116		Uncommon USA, Inc.		Yes	No	No	09/08/2025	325.62
Pay		63574	61976	Check	1	5589		Argent Institutional Trust Company		Yes	No	No	09/09/2025	44,500.00
Pay		63571	61977	Check	1	00046		Clara City Herald		Yes	No	No	09/09/2025	524.46

Ind. School District #2180

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		63573	61978	Check	1	3988		Forum Communications Company		Yes	No	No	09/09/2025	828.00
Pay		63572	61979	Check	1	3139		Rambow, Inc.		Yes	No	No	09/09/2025	432.00
Pay		63576	61980	Check	1	00251		Clara City Implement		Yes	No	No	09/09/2025	142.08
Pay		63578	61981	Check	1	2854		CORY'S HOMETOWN ELECTRIC		Yes	No	No	09/09/2025	1,481.19
Pay		63577	61982	Check	1	2126		Menards - Willmar		Yes	No	No	09/09/2025	55.98
Pay		63579	61983	Check	1	5118		Quadient Finance USA, Inc.		Yes	No	No	09/09/2025	850.00
Pay		63580	61984	Check	1	4614		Wabasso Public School		Yes	No	No	09/09/2025	150.00
Pay		63582	61985	Check	1	5395		Schultz, Ryan		Yes	No	No	09/09/2025	150.00
Pay		63581	61986	Check	1	3398		Tanner, Tim		Yes	No	No	09/09/2025	150.00
Pay		63584	61987	Check	1	5368		Follett Software, LLC		Yes	No	No	09/09/2025	2,751.36
Pay		63583	61988	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	09/09/2025	116.60
Pay		63585	61989	Check	1	5235		Blue Cross Blue Shield of Minnesota		Yes	No	No	09/09/2025	58,578.47
Pay		63586	61990	Check	1	3961		New Dominion School		Yes	No	No	09/11/2025	1,085.24
Pay		63597	61991	Check	1	4956		Camden Conference		Yes	No	No	09/11/2025	750.00
Pay		63593	61992	Check	1	3592		Dooley's Natural Gas		Yes	No	No	09/11/2025	10,486.92
Pay		63599	61993	Check	1	5590		Fast Threads Inc.		Yes	No	No	09/11/2025	108.00
Pay		63595	61994	Check	1	3962		Indianhead Foodservice Distributor		Yes	No	No	09/11/2025	6,584.57
Pay		63598	61995	Check	1	5373		Malam, Mary		Yes	No	No	09/11/2025	140.00
Pay		63600	61996	Check	1	5591		Nelson, Kristina		Yes	No	No	09/11/2025	140.00
Pay		63594	61997	Check	1	3961		New Dominion School		Yes	No	No	09/11/2025	250.44
Pay		63592	61998	Check	1	3498		New London Spicer School		Yes	No	No	09/11/2025	125.00
Pay		63589	61999	Check	1	00457		Torkelson's Lock Service		Yes	No	No	09/11/2025	114.00
Pay		63596	62000	Check	1	4179		Twotrees Technologies		Yes	No	No	09/11/2025	2,460.00
Pay		63590	62001	Check	1	00844		West Central Sanitation, Inc.		Yes	No	No	09/11/2025	1,458.95
Pay		63591	62002	Check	1	3297		Wohlman, Julie		Yes	No	No	09/11/2025	23.77
Pay		63602	62003	Check	1	2450		Brothers Fire & Security		Yes	No	No	09/11/2025	1,280.00
Pay		63603	62004	Check	1	3032		MN Bureau of Criminal Apprehension		Yes	No	No	09/11/2025	15.00
Pay		63604	62005	Check	1	3295		Department of Human Service		Yes	No	No	09/11/2025	17.00
Pay		63605	62006	Check	1	2512		Decker Equipment		Yes	No	No	09/11/2025	1,910.33
Pay		63606	62007	Check	1	3554		TRIO Supply Co		Yes	No	No	09/11/2025	1,086.77
Pay		63608	62008	Check	1	00905		Trulock, James		Yes	No	No	09/12/2025	33.26
Pay		63609	62009	Check	1	01432		Chappell Central, Inc.		Yes	No	No	09/12/2025	7,785.76
Pay		63610	62010	Check	1	4194		Drex-mart		Yes	No	No	09/12/2025	120.30
Pay		63611	62011	Check	1	5311		Cardio Partners Inc		Yes	No	No	09/15/2025	1,506.57
Pay		63612	62012	Check	1	3280		Guertin, Dave		Yes	No	No	09/15/2025	75.00
Pay		63613	62013	Check	1	3818		Hoernemann, Paul		Yes	No	No	09/15/2025	75.00
Pay		63614	62014	Check	1	5395		Schultz, Ryan		Yes	No	No	09/15/2025	75.00
Pay		63615	62015	Check	1	5452		Epic Sports		Yes	No	No	09/16/2025	296.86

Ind. School District #2180

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		63616	62016	Check	1	00231		Supreme School Supply		Yes	No	No	09/16/2025	29.15
Pay		63617	62017	Check	1	5590		Fast Threads Inc.		Yes	No	No	09/16/2025	18.00
Pay		63618	62018	Check	1	01432		Chappell Central, Inc.		Yes	No	No	09/16/2025	1,683.25
Pay		63621	62019	Check	1	5166		GreatAmerica Financial Svcs.		Yes	No	No	09/16/2025	2,850.42
Pay		63620	62020	Check	1	1684		MACCRAY Activity Account		Yes	No	No	09/16/2025	1,510.00
Pay		63619	62021	Check	1	1469		Xcel Energy		Yes	No	No	09/16/2025	20,098.84
Pay		63622	62022	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	09/17/2025	171.52
Pay		63623	62023	Check	1	01912		Scan Air Filter, Inc.		Yes	No	No	09/17/2025	814.08
Pay		63624	62024	Check	1	3297		Wohlman, Julie		Yes	No	No	09/17/2025	61.09
Pay		63626	62025	Check	1	5171		Follett Content Solutions, LLC		Yes	No	No	09/17/2025	289.81
Pay		63625	62026	Check	1	4245		Wheatley, Judd		Yes	No	No	09/17/2025	191.80
Pay		63627	62027	Check	1	2767		Marcus, Mary		Yes	No	No	09/17/2025	58.17
Pay		63628	62028	Check	1	3961		New Dominion School		Yes	No	No	09/18/2025	1,669.60
Pay		63632	62029	Check	1	3962		Indianhead Foodservice Distributor		Yes	No	No	09/18/2025	5,478.66
Pay		63631	62030	Check	1	3032		MN Bureau of Criminal Apprehension		Yes	No	No	09/18/2025	15.00
Pay		63633	62031	Check	1	3393		MASBO		Yes	No	No	09/18/2025	60.00
Pay		63634	62032	Check	1	4760		Savvas Learning Company LLC		Yes	No	No	09/18/2025	14,059.98
Pay		63635	62033	Check	1	00105		Hillyard / Hutchinson		Yes	No	No	09/18/2025	2,007.01
Pay		63643	62034	Check	1	5593		Bovee, Tom		Yes	No	No	09/19/2025	140.00
Pay		63639	62035	Check	1	5205		Busskohl, Brett		Yes	No	No	09/19/2025	140.00
Pay		63640	62036	Check	1	5255		Hamm, Eric		Yes	No	No	09/19/2025	140.00
Pay		63638	62037	Check	1	4967		Holland, Thomas William		Yes	No	No	09/19/2025	140.00
Pay		63641	62038	Check	1	5357		Lee, Mike		Yes	No	No	09/19/2025	140.00
Pay		63642	62039	Check	1	5592		Minneota Volleyball Boosters		Yes	No	No	09/19/2025	150.00
Pay		63645	62040	Check	1	3959		Varitronics LLC		Yes	No	No	09/19/2025	99.58
Pay		63653	62041	Check	1	00528		Bremer Bank		Yes	No	No	09/19/2025	170.00
Pay		63655	62042	Check	1	1039		Citizens Alliance Bank		Yes	No	No	09/19/2025	772.00
Pay		63659	62043	Check	1	4802		Colonial Life		Yes	No	No	09/19/2025	1,053.32
Pay		63658	62044	Check	1	4594		Kensington Bank		Yes	No	No	09/19/2025	300.00
Pay		63656	62045	Check	1	3402		Lake Region Bank		Yes	No	No	09/19/2025	100.00
Pay		63657	62046	Check	1	4043		MN Child Support Center		Yes	No	No	09/19/2025	60.50
Pay		63654	62047	Check	1	00881		NCPERS Group Life Ins. c/o Member Ber		Yes	No	No	09/19/2025	8.00
Pay		63652	62048	Check	1	00023		UNUM Life Insurance Company		Yes	No	No	09/19/2025	232.61
Pay		63660	62049	Check	1	3523		IXL Learning		Yes	No	No	09/19/2025	9,375.00
Pay		63661	62050	Check	1	5515		Office of MNIT Services		Yes	No	No	09/19/2025	62.33
Pay		63662	62051	Check	1	5594		KMS Volleyball Association		Yes	No	No	09/19/2025	100.00
Pay		63663	62052	Check	1	2496		SHI International Corp		Yes	No	No	09/22/2025	3,667.50
Pay		63664	62053	Check	1	4233		MCGraw-Hill Education		Yes	No	No	09/22/2025	186.53

Ind. School District #2180

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		63670	62054	Check	1	5238		Ellingson Plumbing & Heating		Yes	No	No	09/23/2025	156.75
Pay		63669	62055	Check	1	3798		MSNA		Yes	No	No	09/23/2025	362.00
Pay		63667	62056	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	09/23/2025	127.20
Pay		63668	62057	Check	1	01768		Yellow Medicine East Schools		Yes	No	No	09/23/2025	100.00
Pay		63673	62058	Check	1	2923		VISA - CABank		Yes	No	No	09/23/2025	2,726.55
Pay		63676	62059	Check	1	01997		Hawk Creek Country Club		Yes	No	No	09/24/2025	1,000.00
Pay		63677	62060	Check	1	5462		Bertram, Todd		Yes	No	No	09/24/2025	77.00
Pay		63681	62061	Check	1	5304		Ban-Koe Companies, Inc.		Yes	No	No	09/25/2025	546.60
Pay		63682	62062	Check	1	5354		Brown, Serena		Yes	No	No	09/25/2025	140.00
Pay		63679	62063	Check	1	00105		Hillyard / Hutchinson		Yes	No	No	09/25/2025	73.81
Pay		63680	62064	Check	1	3962		Indianhead Foodservice Distributor		Yes	No	No	09/25/2025	4,110.09
Pay		63683	62065	Check	1	5464		Kent, Ashley		Yes	No	No	09/25/2025	140.00
Pay		63684	62066	Check	1	1680		BSN Sports, LLC		Yes	No	No	09/25/2025	182.47
Pay		63687	62067	Check	1	4889		Andol, Karen		Yes	No	No	09/25/2025	90.00
Pay		63689	62068	Check	1	01432		Chappell Central, Inc.		Yes	No	No	09/29/2025	1,683.25
Pay		63691	62069	Check	1	5475		Rustic Iron		Yes	No	No	09/29/2025	225.00
Pay		63690	62070	Check	1	1469		Xcel Energy		Yes	No	No	09/29/2025	30,600.40
Pay		63692	62071	Check	1	3334		Lecy, Ben		Yes	No	No	09/29/2025	75.00
Pay		63693	62072	Check	1	3614		Petrich, Steve		Yes	No	No	09/29/2025	75.00
Pay		63694	62073	Check	1	5395		Schultz, Ryan		Yes	No	No	09/29/2025	75.00
Pay		63698	62074	Check	1	3595		Dripps, Jackie		Yes	No	No	09/30/2025	140.00
Pay		63700	62075	Check	1	3818		Hoernemann, Paul		Yes	No	No	09/30/2025	130.00
Pay		63697	62076	Check	1	2126		Menards - Willmar		Yes	No	No	09/30/2025	89.18
Pay		63695	62077	Check	1	00164		Montevideo Public Schools		Yes	No	No	09/30/2025	100.00
Pay		63696	62078	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	09/30/2025	147.52
Pay		63701	62079	Check	1	4813		Pennie-Roy, Heather		Yes	No	No	09/30/2025	140.00
Pay		63699	62080	Check	1	3614		Petrich, Steve		Yes	No	No	09/30/2025	130.00
Pay		63704	62081	Check	1	00528		Bremer Bank		Yes	No	No	09/30/2025	170.00
Pay		63706	62082	Check	1	1039		Citizens Alliance Bank		Yes	No	No	09/30/2025	772.00
Pay		63710	62083	Check	1	4802		Colonial Life		Yes	No	No	09/30/2025	1,053.32
Pay		63709	62084	Check	1	4594		Kensington Bank		Yes	No	No	09/30/2025	300.00
Pay		63707	62085	Check	1	3402		Lake Region Bank		Yes	No	No	09/30/2025	100.00
Pay		63708	62086	Check	1	4043		MN Child Support Center		Yes	No	No	09/30/2025	60.50
Pay		63705	62087	Check	1	00881		NCPERS Group Life Ins. c/o Member Ber		Yes	No	No	09/30/2025	8.00
Pay		63703	62088	Check	1	00023		UNUM Life Insurance Company		Yes	No	No	09/30/2025	232.61
Pay		63717	62089	Check	1	3684		Amaze'n Farmyard		Yes	No	No	09/30/2025	470.00

Ind. School District #2180

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		63718	62090	Check	1	5321		Platform Athletics, LLC		Yes	No	No	09/30/2025	1,000.00
												Bank Total:		$778,981.45
SA		63497	22965	Check	1	3625		Olson, Bryce		Yes	No	No	09/02/2025	306.58
SA		63522	22966	Check	1	4282		First Choice Food & Beverage		Yes	No	No	09/03/2025	1,992.99
SA		63521	22967	Check	1	3139		Rambow, Inc.		Yes	No	No	09/03/2025	2,164.00
SA		63523	22968	Check	1	4929		Stoneham Farms, LLC		Yes	No	No	09/03/2025	40.00
SA		63546	22970	Check	1	2359		Amazon Capital Services		Yes	No	No	09/04/2025	200.14
SA		63554	22971	Check	1	4280		Viking Coca-Cola		Yes	No	No	09/05/2025	1,205.50
SA		63563	22972	Check	1	5588		Widseth Enterprises LLC		Yes	No	No	09/08/2025	2,509.00
SA		63562	22973	Check	1	2939		Johnson, Ben		Yes	No	No	09/08/2025	189.63
SA		63566	22974	Check	1	00077		Farmers Coop Oil Co.		Yes	No	No	09/08/2025	148.18
SA		63575	22975	Check	1	4282		First Choice Food & Beverage		Yes	No	No	09/09/2025	1,335.02
SA		63588	22976	Check	1	5590		Fast Threads Inc.		Yes	No	No	09/11/2025	380.00
SA		63601	22977	Check	1	3109		Anderson's		Yes	No	No	09/11/2025	322.88
SA		63607	22978	Check	1	00905		Trulock, James		Yes	No	No	09/12/2025	76.08
SA		63630	22979	Check	1	3962		Indianhead Foodservice Distributor		Yes	No	No	09/18/2025	162.96
SA		63629	22980	Check	1	2939		Johnson, Ben		Yes	No	No	09/18/2025	41.19
SA		63636	22981	Check	1	00863		Monte Candy Company		Yes	No	No	09/19/2025	280.00
SA		63637	22982	Check	1	3348		Region 5 FFA		Yes	No	No	09/19/2025	204.00
SA		63644	22983	Check	1	4929		Stoneham Farms, LLC		Yes	No	No	09/19/2025	160.00
SA		63666	22984	Check	1	4282		First Choice Food & Beverage		Yes	No	No	09/23/2025	445.56
SA		63665	22985	Check	1	3044		MACCRAY General Fund		Yes	No	No	09/23/2025	41.14
SA		63671	22986	Check	1	4259		Bosch, Lindsey		Yes	No	No	09/23/2025	138.51
SA		63672	22987	Check	1	2923		VISA - CABank		Yes	No	No	09/23/2025	4,094.81
SA		63674	22988	Check	1	3612		National FFA Organization		Yes	No	No	09/23/2025	720.00
SA		63675	22989	Check	1	3139		Rambow, Inc.		Yes	No	No	09/23/2025	581.11
SA		63678	22990	Check	1	4280		Viking Coca-Cola		Yes	No	No	09/25/2025	304.50
SA		63685	22991	Check	1	3303		Miller, Kim		Yes	No	No	09/25/2025	88.00
SA		63686	22992	Check	1	4280		Viking Coca-Cola		Yes	No	No	09/25/2025	567.00
SA		63688	22993	Check	1	2939		Johnson, Ben		Yes	No	No	09/29/2025	390.00
SA		63702	22994	Check	1	3562		Hansen Advertising, Inc.		Yes	No	No	09/30/2025	825.00
												Bank Total:		$19,913.78
												Report Total:		$808,194.59

MACCRAY Schools Enrollment 25-26

	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Pre-K	58	70	72					
K	42	48	48					
1	47	47	47					
2	46	46	48					
3	62	63	62					
4	60	61	60					
5	50	51	52					
K-5 Subtota	307	316	317	0	0	0	0	0
eK-5 Subto	365	386	389	0	0	0	0	0
6	60	61	61					
7	63	66	66					
8	66	71	71					
9	63	62	63					
10	48	50	49					
11	48	48	47					
12	59	58	56					
Subtotal	407	416	413	0	0	0	0	0
K-12 Total	714	732	730	0	0	0	0	0
P-12 Total	772	802	802	0	0	0	0	0

Apr	May	EOY
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0

October, 2025 Activities Director Report

I. **Here are the dates of the upcoming tournaments.**

- **Girls Tennis:** **The team lost in the first round to Morris Area last Monday, October 6th. The individual tournament is Monday, October 13th in Sioux Falls. I'll give a verbal report on how the day went.**

- **Football:** **Tuesday, Oct. 21 @ High Seed**
  Saturday, Oct. 25 @ High Seed
  Friday, Oct. 31 @ SMSU

- **Volleyball:** **Friday, Oct. 24 @ High Seed**
  Tuesday, Oct. 28 @ SMSU
  Thursday, Oct. 30 @ SMSU
  Saturday, Nov. 1 @ SMSU

- **Cross Country** **Thursday, Oct. 23 @ Madison**
  (We have 10 MACCRAY runners and 7 RCW runners)

II. **Musical practices are in full swing at this time. Their performances will be on November 14, 15 & 16. They are performing "The SpongeBob Musical". Please make an effort to attend if you are able.**
III. **JH BBB will begin practicing on 10/28/25.**
IV. **The Dance team begins practice on 10/20/25.**
V. **See the Fall participation numbers. (list attached)**
VI. **Thanks for approving the winter activity coaches/supervisors. (list attached)**
VII. **Heather Christopher has been working as our trainer for our FB games and comes in on Wednesday's throughout the year when we need her. We'll also use her at our home track meets, our one home wrestling match and our dance competition.**
VIII. **Discuss the reasons for the dissolution of our hockey agreement from the Marshall coop and joining the Willmar Coop.**

Activity Coaches & Supervisors - Winter 2025

updated 10-07-25

Boys Basketball

Lucas Post	Head Varsity
Trent Carlson	JV
Andrew DuHoux	C
Tyler Anderson	JH (8th)
Unknown	JH (7th)

Girls Basketball

Shaun Condon	Head Varsity
Bryce Olson	JV
Dana Johnson	C
Unknown	JH (8th)
Unknown	JH (7th)

Dance Janie Albertson — Head Varsity
Angelina Morris — Volunteer

Wrestling RJ Hogrefe — MACCRAY's Coach

Athletic Trainer - Heather Christopher

Prom Drew Dahlke

Knowledge Bowl Seth Falk

Math League Bryce Olson

BPA Rhonda Pieper

Winter Weight Room Cole Christopher

One Act Play Jennifer Wassenaar & Crystal Donner (split)

Spelling Bee Laura Bristle

2025-26 Fall Activity Participation

		7th	8th	9th	10th	11th	12th	
Cross Country								
		3	1	2	2	0	2	Total = 10
	RCW	1	0	1	4	1	0	
Football		7th	8th	9th	10th	11th	12th	
		17	17	14	11	6	8	Total = 73
Tennis (G)		7th	8th	9th	10th	11th	12th	
		0	3	2	5	4	2	Total = 16
	RCW	0	0	3	0	0	0	
Volleyball		7th	8th	9th	10th	11th	12th	
		16	15	11*	8	10	3	Total = 63
Fall Play	6th	7th	8th	9th	10th	11th	12th	
	7	3	4	3*	1	2	0	Total = 20

Grand Total = 182

Grand Total of 182 - 1 (* two-activity student) = 181 participants (including 6th graders)

In Grades 7-12, there are 174 of 355 students out for a fall activity (49%).

2025-26 Fall Participation by grade:		2024-25 Fall Participation by grade:		2023-24 Fall Participation by grade:	
7th - 39/66	- 59%	7th - 42/68	- 62%	7th - 42/63	- 67%
8th - 40/71	- 56%	8th - 43/65	- 66%	8th - 30/57	- 53%
9th - 31/63	- 49%	9th - 30/54	- 56%	9th - 27/56	- 48%
10th - 27/50	- 54%	10th - 25/53	- 47%	10th - 22/60	- 37%
11th - 22/48	- 46%	11th - 23/61	- 38%	11th - 18/54	- 33%
12th - 15/57	- 26%	12th - 18/46	- 39%	12th - 29/51	- 57%

2022-23 Fall Participation by grade:		2021-22 Fall Participation by grade:		2020-21 Fall Participation by grade:	
7th - 33/52	- 63%	7th - 23/51	- 45%	7th - 25/54	- 46%
8th - 28/50	- 56%	8th - 27/56	- 48%	8th - 25/58	- 43%
9th - 22/60	- 37%	9th - 26/58	- 45%	9th - 31/60	- 52%
10th - 23/51	- 45%	10th - 36/59	- 61%	10th - 15/54	- 28%
11th - 29/56	- 52%	11th - 13/45	- 29%	11th - 21/53	- 40%
12th - 15/43	- 35%	12th - 24/49	- 49%	12th - 17/46	- 37%

September School Board Meeting
MACCRAY

Mr. Todd Bertram PK-5 Principal

- Celebrations
  - Great start to the year.
    - Routines are set
    - Positive student behavior
    - Successful Phonics program (K-3)

- MTSS
  - Information Sheet included

- FastBridge Testing
  - Fall data is complete
  - This data drives our student grouping and our interventions.
  - We will continue to progress monitor every 2-3 weeks.

- Events of the Month
  - Bus Safety (9/24)
  - 4th and 5th Assembly (9/1)
  - 2nd Gr. Field Trip (9/26)
  - Walk or Bike to School (10/8)
  - 1st Gr. to Amazing Farm (10/3)
  - Parent-Teacher Conferences (10/7)
  - SkyDome Planetarium (10/9) Parents' Club provided this event
  - Fire Prevention week & PK field trips to the Fire Station
  - Homecoming (this past week)

MACCRAY WOLVERINES SCHOOL BOARD UPDATE

September 19, 2025 BOARD Only

GOAL:

The environment of the MACCRAY School District will be safe, nurturing, and professional.

Maynard Field Lights

We are pleased to share that we have partnered with **Sport Lighting Authority** to help sell the lights from the Maynard Field. The company has extensive experience, and one of its owners helped design the original lighting system being sold.

MASA Great Start and Fall Conference

I recently attended the MASA Fall Conference and the second session of the New Superintendent Great Start Program. Both provided valuable insights and practical strategies to support our district's growth. Sessions focused on student success, leadership development, and building strong school communities. The experience reinforced our commitment to keeping students at the center of every decision. Connecting with other district leaders also offered new ideas and partnerships that will benefit our schools. These opportunities continue to strengthen our vision for academic excellence and help us ensure that every student in our district has the support and resources needed to thrive.

Principal Appreciation Month

A big shout-out to **Todd Bertram** and **Judd Wheatley** for their outstanding leadership at MACCRAY. Your dedication, hard work, and focus on students and staff make a difference every day.

Thank you for keeping our schools running smoothly and creating a positive, supportive environment for all.

Being a principal brings both rewards and challenges, and you handle each with insight, care, and understanding. Your leadership strengthens our schools and supports our students, staff, and community every day.

Homecoming

Homecoming was a great success across the district. Students, staff, families, and community members came together to celebrate school pride and spirit. Events were well attended, and the energy was strong all week. Thank you to everyone who helped make this year's Homecoming memorable for our students and community.

Bus safety (October: Bus safety month)

Palmer bus company and some drivers joined us to help promote bus safety for our students This initiative meets requirements for MACCRAY Policy 709

Walk and Bike to School Day

On October 9, Mr. Bertram and the elementary staff organized our Walk and Bike to School event. Students gathered at City Hall and walked as a group to school. Local fire and rescue teams, along with the Chippewa County Sheriff's Department, helped ensure a safe route.

The event was fun for students and highlighted the importance of staying active and practicing safety in our neighborhoods.

Community Recognition

We were proud to see community member Bob Brix honored with an Honor Flight for his service in World War II. MACCRAY students wrote letters that were shared with him during his trip, including the mail call portion. Our students sent an incredible number of heartfelt letters to show their gratitude and support.

Principals at Board Meetings

I would like to adjust how we schedule principals for board meetings. My recommendation is that principals attend only when there is an agenda item requiring both principals or when the discussion involves a class or program under their supervision.

Below is the proposed schedule for the remainder of the year:

- **October:** Both – A&I
- **November:** Todd – 5th Grade
- **December:** Both – WBWF
- **January:** Judd – 6th Grade
- **February:** Todd – 4th Grade
- **March:** Judd – 9th Grade
- **April:** Todd – 3rd Grade
- **May:** Judd – 12th Grade
- **June:** Both – End of Year Data

This approach keeps meetings focused and ensures principal participation aligns with relevant topics.

MACCRAY PUBLIC SCHOOLS - ISD 2180
HOME OF THE WOLVERINES
711 Wolverine Dr. Clara City, MN 56222 Phone: 320-847-2154

Sept. 30-2025

Dear Sheri Diekmann,

On behalf of our entire school community, I want to extend my sincere thanks for your generous donation. Your support plays a vital role in helping us provide meaningful experiences and essential resources for our students and staff.

Whether it's enhancing our educational programs, supporting student activities, or simply creating a more welcoming environment, contributions like yours truly make a difference. We are deeply grateful for your partnership and commitment to education.

It is through the generosity of individuals and organizations like you that we can continue to grow, innovate, and serve our students with excellence. Your kindness reflects a shared belief in the power of education and community support.

Thank you once again for your generosity and for being such a valued part of our school family.

Donation: Musical Instruments

Warm regards,
Superintendent Holm

Willmar Cardinals Coop Hockey Agreement

10-13-2025

This Agreement is made by and among the School Boards of the following School Districts (hereinafter "Co-op"): **WILLMAR**, Independent School District 347; **MACCRAY,** Independent School District 2180. The Co-op agrees that it will cooperatively sponsor boys' high school hockey programs (hereinafter "Co-op hockey"), until a time in which a dissolution agreement is reached. The purpose of Co-op hockey is the expansion of extra-curricular opportunities for boys when financial limitations and participation preclude each school from having its own hockey teams. One team is planned: Boys Varsity, unless numbers allow for the addition of Boys JV.

Operation: The Co-op teams will be named "Willmar Cardinal Hockey." Willmar will serve as the host school district. Team rosters will be determined by the coaching staff, whose decisions will be final. There will be no guaranteed roster spots on any of the Co-op teams among the participating schools. Willmar's Athletic Director and Administration will be responsible for decision-making for the program, along with interviewing, hiring, and evaluating coaches. As host school, Willmar will be responsible for all other administrative tasks, including signing contracts related to the co-op hockey teams, e.g., contracts with referee associations, companies, arenas, individuals, or with other schools or school districts, and arranging transportation for away games.

Decision-Making Processes: The Willmar Activities Department will consult with MACCRAY's Activities Department in the administration of the program. In addition, the Activities/Athletic Directors from both schools may, from time to time, meet with area youth hockey organizations to seek advice on various matters, but final decisions rest with Willmar. Activities/Athletic Directors from both schools will meet in the fall and after the winter season to review the previous season and to prepare for the next. New Co-op language proposals may be offered at these meetings. Changes will need to be agreed on by both members. The host AD will be responsible for processing the rule changes into the policy agreement and publishing them.

Inclement Weather Cancellations/Postponements: Willmar Public Schools will be responsible for the cancellation or postponement of games and practices. If school at Willmar is canceled, all practices and competitions will be canceled. If school is canceled at MACCRAY, practice or games may still occur, and MACCRAY will determine whether students will participate. MACCRAY students who do not attend practice or a game at the direction of MACCRAY will not receive consequences for missing.

Budget: Annually, the Host AD will prepare a program budget. The program budget will contain, but will not necessarily be limited to, all expenses that are expected to be incurred for two teams and includes ice rental, game or practice jerseys and socks; transportation to away games; coaches' salaries; administrative costs; officials for home games; facility rental and miscellaneous supplies. Concerning transportation to away games, each participating school, if it chooses to do so, will be responsible for the arrangements and costs involved in transporting its athletes to the bus departure point, as scheduled, except in those cases where a bus may reasonably stop at a participating school en route.

Expenses: The costs of the program will be allocated as follows:

Per-Player Fee: Most Co-op expenses will be included in the program budget and paid on a "per player" basis by Co-op member school districts. Final expenses will be divided by the total number of players on all teams, resulting in a per-player fee. The fee for each player will be paid to Willmar Public Schools by the school the player represents. It will be up to each school to either pay the per-player fee itself or to collect and pay the fee from sources available to the sponsoring school, i.e., youth hockey organization, parents, or booster club. After the first varsity game, participants who quit the team will have their full "per player" fee charged to their home school district. Exception: If a player suffers a season-ending injury before the 8th game of the season, the fee will be prorated based on the number of games played. If the injury is suffered after that point, a full "per player" fee will be charged. The remaining balance of the per-player fee will be allocated between the two members based on the same percentage basis used to distribute gate receipts.

Other Expenses: All other expenses not included in the budget will be paid by other sources, such as players, parents, or other organizations, and include: all

hockey equipment (skates, helmets, sticks, breezers, pads, etc.); transportation to and from practices and home games. A school without a player will be charged a per-player fee annually to remain in the co-op.

Gate Receipts: Gate receipts will be collected by Willmar and remain with the District. Local athletic passes used by MACCRAY for other sporting events will be valid at hockey games. Minnesota State High School League, Minnesota State Coaches Association, Central Lakes Conference, and press passes will be honored at home hockey contests. Individuals can purchase a pass from a variety of choices through the Willmar Activities Department to reduce the cost of attending home games.

Financial Report: At the end of each season, Willmar shall provide a financial report regarding the Co-op to MACCRAY. After review of the report, the MACCRAY School District shall make the required per-player payment to Willmar Public Schools within 30 days after the financial report is issued.

Insurance: Each participating school agrees to provide liability insurance for the Co-op hockey program in the same manner as its other sports and activities are insured. Each party agrees that it will be responsible for its own acts and the acts of its own employees, agents, and invitees, and the results thereof, and shall not be responsible for the acts of the other party and its employees, agents, and invitees and the results thereof. The parties' liability shall be governed by the provisions of the Minnesota Municipal Tort Act, Minnesota Statutes section 466.04, and other applicable laws.

Miscellaneous: Each school will be responsible for determining academic eligibility and other standards for its players in the Co-op. All MSHSL policies remain in effect for each participant. Each school is responsible for communicating these standards with parents, coaches, and the Host AD. Each school must ensure that its players have met all MSHSL requirements for participation, including completion of physicals. The MACCRAY Activities Office shall promptly notify the Willmar Activities Office of any MACCRAY students who have limitations on participation or are ineligible to participate for any reason. All equipment shall meet high school and state standards for high school hockey.

WILLMAR

By:

Its: Board Chair

Date:_____

MACCRAY

By:

Its: Board Chair

Date:_____

FORM A

RESOLUTION OF GOVERNING BOARD SUPPORTING
FORM A APPLICATION TO MINNESOTA
STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of MACCRAY Public School District 2180 recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools in recognizing, promoting and funding extracurricular participation by high school students in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of MACCRAY Public School District 2180 supports the school's application to the Minnesota State High School League Foundation for a FORM A grant to offset student activity fees.

Monday, October 13th, 2025 _____
Date Board Chair/Head of School

Monday, October 13th, 2025 _____
Date Board Clerk – Treasurer/ Finance Director

SCHOOL DISTRICT
Board Policy 418
MACCRAY Public School 2180
Original 1995
Revised: 2023
Reviewed: 2025

~~*Adopted: _____ MSBA/MASA Model Policy 418*~~
~~*Orig. 1995*~~
~~*Revised: 7.10.2023 Rev. 20232024*~~

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code,

section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health ("Commissioner").

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.

~~I~~
J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes,

section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

[NOTE: The 2024 Minnesota legislature amended this law to add this protection.]

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

[NOTE: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, in accordance with school district procedures."]

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[NOTE: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition (41 United States Code, section 8103; 34 Code of Federal Regulations, Part 84). An acknowledgment will document satisfaction by the school district of this federal requirement.]

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes, section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

~~VI~~VII. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. –Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. -Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. -Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)

Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

~~[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]~~

~~ACKNOWLEDGMENT~~

~~DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL POLICY~~

~~I have received a copy of the Drug-Free Workplace/Drug-Free School Policy of Independent School District No. ____, _____, Minnesota.~~

Dated: _____

_____

Signature of Employee/Applicant

_____

Typed or Printed Name

SCHOOL DISTRICT
Board Policy 522
MACCRAY Public School 2180
Original 1995
Revised: 2022
Reviewed: 2025

~~*Adopted: _____ MSBA/MASA Model Policy 522*~~

~~*Orig. 1995*~~

~~*Revised: _____ Rev. 2022*~~

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Superintendent of Schools, 711 Wolverine Drive, Clara City, MN 56222, 320-847-2154 ext 1109. (Beginning June 30, 2025, Adam Holm, holma@maccray.k12.mn.us)

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

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

II. DEFINITIONS

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.

F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

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

I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code, section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code, section 12291).

L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes, section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the

school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.

2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.

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

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

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

D. Confidentiality

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

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

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

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

F. Notice

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

G. Consolidation

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

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.

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

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the school district.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the school district.

5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence,

monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

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

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filling a formal complaint.

B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for

coordinating the effective implementation of supportive measures.

C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;

2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

a. The school district undertakes an individualized safety and risk analysis;

b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration

applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

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

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.

B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.

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

E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the school district's education program or activity; or

3. Did not occur against a person in the United States.

B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or

3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.

D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

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

B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.

D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.

B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the school district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.

E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

F. The written determination of responsibility must be provided to the parties simultaneously.

G. The Title IX Coordinator is responsible for the effective implementation of any remedies.

H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.

C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy

shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;

2. The scope of the school district's education program or activity;

3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;

5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and

6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.

C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.

B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;

2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;

3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:

1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and

3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

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

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;

2. Any appeal and the result therefrom;

3. Any informal resolution and the result therefrom; and

4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")

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

INVESTMENTS OUTSTANDING
June 30, 2025

MSDMAX Fund – MSDLAF	
MSDMAX Fund Balance as of June 30, 2025	$2,605.46
Interest - July 31, 2025	$9.38
Interest – Aug. 31, 2025	$9.40
Interest – Sept. 30, 2025	$9.04
BALANCE	**$2,633.28**

LIQUID ASSET FUND	
Money Market Balance as of June 30, 2025	$1,766.21
Interest – July 31, 2025	$6.23
Interest – Aug. 31, 2025	$6.23
Interest – Sept. 30, 2025	$6.00
BALANCE	**$1,784.67**

Citizens Alliance Bank
Special Money Market Savings

Balance as of June 30, 2025	$4,902,759.34
Interest – July 31, 2025 (Transfer out $1,260,370.66)	$2,593.20
Interest – Aug. 31, 2025 (Transfer in $1,300,000.00)	$2,424.75
Interest – Sept. 30, 2025 (Transfer out $200,000.00)	$3,146.24
BALANCE	**$4,550,552.87**

Minnesota MTSS (Multi-Tiered System of Supports) – Information Sheet

Overview:

MTSS is a framework used in Minnesota schools to ensure that **all students** receive the level of support they need to be successful. It is not a specific program, but rather a comprehensive system that addresses **academics, behavior, and social-emotional learning (SEL)** through layered supports (Tiers).

Key Components of MTSS

1. **Academics**
    - High-quality, standards-based Tier 1 instruction for all students.
    - Regular screening and progress monitoring (e.g., FastBridge).
    - Targeted interventions in reading and math provided during WIN/MTSS time.
    - Evidence-based programs like **UFLI** to address phonics and literacy gaps.

2. **Behavior**
    - Schoolwide expectations are taught and reinforced through our **PBIS system**.
    - Positive recognition of students making good choices (PRIDE tickets & our Wolverine Way).
    - Interventions and supports for students demonstrating behavior challenges.

3. **Social-Emotional Learning (SEL)**
    - Weekly **Character Education** lessons for all students.
    - Classroom practices that promote decision-making, self-regulation, and respect.
    - Check-ins, small group supports, and counseling resources available as needed.

The Three Tiers of Support

- **Tier 1:** Core instruction and universal supports for *all students*.
- **Tier 2:** Targeted small-group interventions for students who need additional help.
- **Tier 3:** Intensive, individualized interventions, which may lead to special education evaluation if progress is not made.

Why MTSS Matters

- Provides a **whole-child approach** to education.
- Ensures consistent support across **academic, behavior, and SEL domains**.
- Helps us identify and intervene early, before small challenges become larger barriers.
- Promotes collaboration among general education, special education, EL, and support staff.

SCHOOL DISTRICT
Board Policy 417
MACCRAY Public School 2180
Original 1995
Revised: 2022
Reviewed: 2025

~~*MACCRAY Public School Policy 417*~~

~~*Adopted:*~~ ~~*MSBA/MASA Model Policy 417*~~
~~*Orig. 1995*~~
~~Revised:*9?14/15*~~
~~*Rev. 2012*~~ *2022*

417~~.~~ CHEMICAL USE AND ABUSE

~~**[NOTE: This policy reflects mandatory provisions of state and federal law and is not discretionary.]**~~

I.~~.~~ PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. ~~.~~Chemical use and abuse also creates significant problems for society in general.~~.~~ The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. ~~.~~The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II.~~.~~ GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic ~~substances~~substance, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in ~~the school setting in~~ accordance with school district policies with respect to a ~~DrugFree~~Drug-Free Workplace/Drug-Free School.

~~A. The policy of this school district is to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.~~

B. The school district shall ~~establish~~ develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and ~~maintain in every~~drug-free environments that support student academic achievement.

C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team.~~—~~ The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

~~B. The superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district.~~

D. The school district shall establish ~~and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.~~

~~*[Note: Comprehensive drug prevention programs are required to be adopted and carried out by school districts pursuant to the Safe and Drug-Free Schools and Communities Act. In addition, school districts are required by the Drug-Free Workplace Act to establish*~~ a drug-free awareness ~~*programs for school district employees. Further, state law authorizes school districts to provide instructional programs in chemical abuse and the prevention of chemical dependency.]*~~program for its employees.

[NOTE: School districts are required to establish a drug-free awareness program for school district employees pursuant to the Drug-Free Workplace Act. In addition, state law requires that the written districtwide school discipline policy must include procedures for detecting and addressing chemical abuse problems of a student while on the school premises. Further, school districts are required to develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement if receiving funding under the federal Student Support and Academic Enrichment Grants law.]

III. DEFINITIONS

A. "Chemical abuse~~"~~," as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the ~~student's~~minor's normal function in academic, school, or social activities is chronically impaired.

~~A. "Chemicals" includes but is not limited to alcohol, toxic substances, and controlled substances as defined in the school district's Drug-Free Workplace/Drug-Free School policy.~~

~~B. "Use" includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.~~

~~C. "School location" includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any schoolsponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.~~

B. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes, section 152.02 and "marijuana" as defined in Minnesota Statutes, section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.

C. "Drug prevention" means prevention, early

~~***IV.*** *STUDENTS*~~

~~A. Instruction~~

~~1. Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.~~

~~***[Note: The Safe and Drug-Free Schools and Communities Act requires school districts to adopt and carry out a comprehensive drug and violence prevention program with funds received. Since a comprehensive drug prevention program is required and a school district is specifically authorized by state law to provide instructional programs in chemical abuse and the prevention of chemical dependency, this should be a component of each school district's mandatory program. In addition, the Safe and Drug-Free Schools and Communities Act specifies additional items which may be included as part of the mandatory comprehensive drug prevention program. Some of the suggested items relating to instruction or training are detailed in Paragraphs 2. through 6. below and a school district may wish to adopt one or all of the listed components as part of its mandatory program.]***~~

~~2. Each school shall have age-appropriate and developmentally based activities that:~~

~~a. address the consequences of violence and the illegal use of drugs, as appropriate;~~

~~b. promote a sense of individual responsibility;~~

~~c. teach students that most people do not illegally use drugs;~~

~~d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;~~

~~e. teach students about the dangers of emerging drugs;~~

~~f. engage students in the learning process; and~~

~~g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.~~

~~3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.~~

~~4. Each school shall disseminate drug and violence prevention information within the school and to the community.~~

~~Each school shall have professional development and training for, and involvement of, school personnel,~~

~~student services personnel, parents, and interested community members in prevention, education, early identification and~~ intervention, ~~mentoring, or~~ rehabilitation referral, ~~as~~recovery support services, or education related to ~~drug and violence prevention.~~ the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.

D. "Teacher" means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

~~Each school shall have drug and violence prevention activities that may include the following:~~

~~a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.~~

~~b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.~~

~~c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.~~

~~d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.~~

~~e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.~~

~~B. Reports of Chemical Use and Abuse~~

~~1. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:~~

~~a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.~~

~~b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.~~

~~c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.~~

~~d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.~~

~~e. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.~~

~~2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:~~

~~a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.~~

~~The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.~~

IV. STUDENTS

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

[NOTE: School districts are not required to participate in a chemical abuse program or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be assigned to a specified staff member such a school counselor or administrator.]

2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals ~~shall~~may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes, section~~Minn. Stat. §~~ 121A.40-121A.56, and proposed for expulsion.

3. Searches by school district officials in connection with the ~~abuse~~use, possession, or transfer~~, distribution, or sale of chemicals~~ of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.

4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall ~~have~~establish a chemical abuse preassessment team designated by the superintendent or designee. ~~–~~The team ~~will~~must be composed of classroom teachers, administrators, and ~~other appropriate professional staff~~ to the extent they exist in ~~each~~the school,~~ such as the~~ school nurse, school counselor or psychologist, social worker, chemical abuse specialist, ~~or others.~~ and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety

emergencies pursuant to Minnesota Statutes, section ~~Minn. Stat. §~~ 13.32 and applicable federal law and regulations.

2. ~~-~~ Destruction of Records

a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with ~~such~~ information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding ~~provisions~~Minnesota Statutes, section 138.163 (Preservation and Disposal of ~~the~~Public Records ~~Management Act,).~~ ~~Minn. Stat. § 138.163.~~

F. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required**.**

~~F. School and Community Advisory Team~~

~~1. The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.~~

~~2. The advisory team shall:~~

~~a. build awareness of the problem within the community, identify available treatment and counseling programs for students, and develop good working relationships and enhance communication between the schools and other community agencies; and~~

~~b. develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.~~

[NOTE: State law permits schools to provide these services to minor students without the consent of a parent. If, however, a school district provides these or other services pursuant to a grant received under the Student Support and Academic Enrichment Grants law, this funding could be jeopardized if the requirements of federal law, to obtain prior written, informed consent from the parent of each child who is under 18 years of age is not obtained.]

V. EMPLOYEES

A. The ~~superintendent or designee~~school district shall ~~undertake and maintain~~establish a drug-free awareness ~~and prevention~~ program to inform employees~~, students, and others~~ about:

1. The dangers ~~and health risks of chemical~~of drug abuse in the workplace~~/school.~~.

2. The school district's policy of maintaining a drug-free workplace~~/drug-free school policy.~~.

3. Available drug ~~or alcohol~~ counseling~~, treatment~~, rehabilitation, ~~reentry,~~ and~~/or~~ employee assistance programs ~~available to employees and/or students.~~.

4. The penalties that may be imposed on employees for drug abuse violations.

B. The ~~superintendent or designee~~school district shall notify ~~any~~a federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice ~~of a conviction of an~~ from the employee ~~for a~~ or otherwise receiving actual notice of any criminal drug statute ~~violation~~conviction occurring in the workplace. ~~To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.~~

~~[Note: Notification to the federal granting agency within ten (10) days is required by the Drug Free Workplace Act. 41 U.S.C. § 8103.]~~

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records ~~Management Act~~)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 299A.33 (DARE Program)
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-~~7165 (Safe and Drug-Free Schools and Communities~~ 7122 (Student Support and Academic Enrichment Grants ~~Act)~~

20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-~~wide~~Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

MACCRAY PUBLIC SCHOOLS - ISD 2180
HOME OF THE WOLVERINES
711 Wolverine Dr. Clara City, MN 56222 Phone: 320-847-2154

DATE 10/8/2025

Dear Maynard, Clara City, and Raymond Lions,

On behalf of our entire school community, I want to extend my sincere thanks for your generous donation. Your support plays a vital role in helping us provide meaningful experiences and essential resources for our students and staff.

Whether it's enhancing our educational programs, supporting student activities, or simply creating a more welcoming environment, contributions like yours truly make a difference. We are deeply grateful for your partnership and commitment to education.

It is through the generosity of individuals and organizations like you that we can continue to grow, innovate, and serve our students with excellence. Your kindness reflects a shared belief in the power of education and community support.

Thank you once again for your generosity and for being such a valued part of our school family.

Donation: Staff Dinner and $75 for therapy dog

Warm regards,
Superintendent Holm

MACCRAY PUBLIC SCHOOLS

2025-26 EMPLOYMENT AGREEMENT
With
Dania Torres

JOB TITLE: Instructional Assistant

DEPARTMENT: Early Childhood, Special Education

REPORTS TO: Principal, ECSE Teacher

JOB SUMMARY

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

TERMS OF EMPLOYMENT

8 Hours – TBD/School Days
Probation Period: 6 months
Wage: $17.50 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed
My signature this _____day of _____, 2025.

_____
Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2025.

_____
School Board Chair

_____
School Board Clerk

~~*Adopted: MSBA/MASA Model Policy 419*~~
~~*Orig. 1995*~~
~~*Revised: 7.10.2023 Rev. 20232024*~~

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

~~**[NOTE: School districts are not required by statute to have a policy addressing these issues. However, Minnesota Statutes, section 144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate. Additionally, Minnesota Statutes, section 120B.238 requires that vaping prevention instruction be provided as set forth in this policy.]**~~

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. ~~-~~This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. ~~–~~In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. ~~–~~This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. ~~–~~This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

[NOTE: The following language is not required by law, but is recommended by MSBA for inclusion in this policy.]

D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product.

IV. EXCEPTIONS

A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is

a member of an Indian tribe as defined under Minnesota law.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

V. VAPING PREVENTION INSTRUCTION

A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

[NOTE: In addition, school districts may choose to require (a) evidence-based vaping prevention instruction to students in grades 9 through 12; and/or (b) a peer-to-peer education program to provide vaping prevention instruction.]

VI. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. § 121A.08 (Smudging Permitted)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

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

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 2180 (MACCRAY Public Schools) was held in the School District on October 13, 2025, commencing at 6:00 o'clock p.m.

The following Board members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SALE OF CERTAIN SCHOOL DISTRICT PROPERTY IN THE CITY OF MAYNARD, MINNESOTA

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

WHEREAS, the School District owns a parcel of land in the City of Maynard, Minnesota (the "City") that is depicted and legally described in the attached **Exhibit A** (the "Property"); and

WHEREAS, in the past, the Property was used as the School District's football field for high school football games, but since the relocation of all school facilities to Clara City, Minnesota, the Property has generally not been used for school purposes; and

WHEREAS, the School Board finds and determines that the Property no longer serves an educational purpose to the School District; therefore, the Property is deemed to be surplus property; and

WHEREAS, selling the Property will result in savings to the School District in the form of avoidance of expense for the upkeep and maintenance of the Property; and

WHEREAS, the administration has reviewed the condition, value, and potential use of the property and recommends that it be sold in a manner consistent with Minnesota law.

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

1. The School District administration is hereby authorized to sell the Property through any sale method permitted by law. The administration is further authorized to separately sell or dispose of any fixtures on the Property, including the lighting, in accordance with applicable law, under such terms and conditions as are deemed reasonable and appropriate by the administration.

2. The Property shall be sold "as is," with no warranties expressed or implied. The District reserves the right to reject any and all offers if deemed in the best interest of the District.

3. In the event a suitable purchaser of the Property is identified, the School District administration is authorized, with the advice and assistance of the School District's legal counsel, to prepare a purchase and sale agreement for the sale of the Property, which shall contain such terms and conditions as are deemed reasonable and appropriate by the administration.

4. The Board Chair and Clerk are hereby authorized to execute and deliver said purchase agreement, as well as the deed and all other instruments, agreements and certificates necessary to complete the conveyance of the Property to the purchaser.

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

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

CERTIFICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF CHIPPEWA)

I, the undersigned, being the fully qualified and acting Clerk of Independent School District No. 2180 hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the School Board of Independent School District No. 2180 duly called and held on the date therein indicated, so far as such minutes relate to a Resolution Authorizing the Sale of Certain School District Property in the City of Maynard, Minnesota, and that said resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such Clerk this _____ day of October, 2025.

By:
Clerk of the School Board
Independent School District No. 2180

STATE OF MINNESOTA)
) ss.
COUNTY OF CHIPPEWA)

The foregoing Certificate was acknowledged before me on this ____ day of _____, 2025, by _____, the Clerk of Independent School District No. 2180 (MACCRAY Public Schools), a public school corporation and political subdivision of the State of Minnesota, on behalf of the District.

_____
Notary Public

This instrument drafted by:

KENNEDY & GRAVEN, CHARTERED (PAM)
150 SOUTH FIFTH STREET, SUITE 700
MINNEAPOLIS, MN 55402-1299
TELEPHONE: 612-337-9300

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

Beginning at a point Sixty feet easterly from the Southeast corner of Block five, original plat of Maynard, and at the Southwest corner of the present school plot, thence Southerly along the east line of Ruth street Three hundred sixty feet, thence easterly at right angles Six hundred sixty feet, thence Northerly at right angles Three hundred sixty feet to the Southeast corner of present school plot, thence Westerly along the southern boundary of said school plot a distance of Six hundred sixty feet to point of beginning.

MACCRAY FOOTBALL FIELD PARCEL

Adopted: _____ *MSBA/MASA Model Policy 522*
Orig. 1995
Revised: *8-12-2024* *Rev. 2024*

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

[NOTE: In 2024, the U.S. Department of Education, Office of Civil Rights (OCR), released the latest version of the Final Rule amending Title IX regulations at 34 Code of Federal Regulations, part 106. These regulations have an effective date of August 1, 2024.]

I. GENERAL STATEMENT OF POLICY

A. The school district does not discriminate on the basis of sex, including discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, in any education program or activity that it operates, including in admission and employment. The school district does not discriminate in such a manner in its implementing regulations. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. Except as provided elsewhere under Title IX or its regulations, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the school district.

C. The school district prohibits sex-based discrimination or sexual harassment that occurs within its education programs and activities. The school district shall promptly respond in a manner that is prompt and effective.

D. Except as provided therein, Title IX and its regulations apply to all sex discrimination occurring under a school district's education program or activity in the United States. For the purpose of this paragraph, conduct that occurs under the school district's education program or activity includes but is not limited to conduct that is subject to the school district's disciplinary authority. The school district has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the school district's education program or activity or outside the United States.

E. The school district has adopted, published, and implemented grievance procedures consistent with the requirements of 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46, that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the school district's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or its regulations.

F. The school district's obligation to comply with Title IX and its regulations is not obviated or alleviated by the Federal Educational Rights and Privacy Act (FERPA), 20 United States Code, section 1232g, or its implementing regulations, 34 Code of Federal Regulations, part 99, or any state law or local law. The obligation to comply is not obviated or alleviated by any rule or regulation of any organization, club, athletic or

other league, or association which would render any applicant or student ineligible to participate or limit the eligibility or participation of any applicant or student, on the basis of sex, in any education program or activity operated by the school district and which receives Federal financial assistance.

G. The school district has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the school district's education program or activity or outside the United States.

H. Nothing in Title IX or its regulations may be read in derogation of any legal right of a parent, guardian, or other authorized legal representative to act on behalf of a complainant, respondent, or other person, subject to Paragraph F of this section, including but not limited to making a complaint through the school district's grievance procedures for complaints of sex discrimination.

I. In the limited circumstances in which Title IX or its regulations permits different treatment or separation on the basis of sex, the school district must not carry out such different treatment or separation in a manner that discriminates on the basis of sex by subjecting a person to more than de minimis harm, except as permitted by 20 United States Code, section 1681(a)(1) through (9) and the corresponding regulations sections 106.12 through 106.15, 20 United States Code, section 1686 and its corresponding regulation section 106.32(b)(1), or section 106.41(b). Adopting a policy or engaging in a practice that prevents a person from participating in an education program or activity consistent with the person's gender identity subjects a person to more than de minimis harm on the basis of sex.

J. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Josh Austad, 320.847.2154 ext 1109, austadj@maccray.k12.mn.us

Inquiries about Title IX and its regulations may be referred to the Title IX Coordinator(s), the United States Department of Education's Office for Civil Rights, or both.

K. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to
Josh Austad, 320.847.2154 ext 1109, austadj@maccray.k12.mn.us

L. The effective date of this policy is August 1, 2024, and applies to alleged violations of this policy occurring on or after August 1, 2024.

II. DEFINITIONS

A. "Admission" means selection for part-time, full-time, special, associate, transfer, exchange or any other enrollment, membership, or matriculation in or at an education program or activity operated by the school district.

B. "Complainant" means

1. a student or employee of the school district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or

its regulations; or

2. a person other than a student or employee of the school district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX and who was participating or attempting to participate in a school district education program or activity at the time of the alleged sex discrimination.

C. "Complaint" means an oral or written request to the school district that objectively can be understood as a request for the school district to investigate and make a determination about alleged discrimination under Title IX or its regulations.

1. A person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of 34 Code of Federal Regulations, section 106.44(f)(1)(v).

2. The following individuals have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the school district investigate and make a determination about alleged discrimination under Title IX:

a. a complainant;

b. a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or

c. the school district's Title IX Coordinator.

[NOTE: When a Title IX Coordinator is notified of conduct that reasonably may constitute sex discrimination under Title IX (and in the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process), the Title IX Coordinator must determine whether to initiate a complaint of sex discrimination as required under Title IX. The requirements for such a fact-specific determination are set forth in 34 Code of Federal Regulations, section 106.44(f)(1)(v).]

3. With respect to complaints of sex discrimination other than sex-based harassment, in addition to the persons listed above, the following persons have a right to make a complaint:

a. any school district student or employee; or

b. any person other than a school district student or employee who was participating or attempting to participate in a school district education program or activity at the time of the alleged sex discrimination.

D. "Confidential employee" means

1. A school district employee whose communications are privileged or confidential under Federal or Minnesota law. The employee's confidential status, for

purposes of this part, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies; or

2. A school district employee whom the school district has designated as confidential under this part for the purpose of providing services to persons related to sex discrimination. If the employee also has a duty not associated with providing those services, the employee's confidential status is only with respect to information received about sex discrimination in connection with providing those services.

E. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

F. "Disciplinary sanctions" means consequences imposed on a respondent following a determination under Title IX that the respondent violated the school district's prohibition on sex discrimination.

G. "Parental status" as used in Title IX and its regulations means the status of a person who, with respect to another person who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is:

1. A biological parent;

2. An adoptive parent;

3. A foster parent;

4. A stepparent;

5 A legal custodian or guardian;

6. In loco parentis with respect to such a person; or

7. Actively seeking legal custody, guardianship, visitation, or adoption of such a person.

H. "Party" means a complainant or respondent.

I. "Peer retaliation" means retaliation by a student against another student.

J. "Pregnancy or related conditions" means:

1. Pregnancy, childbirth, termination of pregnancy, or lactation;

2. Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or

3. Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

K. "Program or activity" and "program" means all of the operations of a local education agency as defined in 20 United States Code, section 8801, a special purpose district, a

system of vocational education, or other school system.

L. "Relevant" means related to the allegations of sex discrimination under investigation as part of the grievance procedures under Title IX and 34 Code of Federal Regulations, section 106.44. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

M. "Remedies" means measures provided, as appropriate, to a complainant or any other person the school district identifies as having had their equal access to the school district's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the school district's education program or activity after a school district determines that sex discrimination occurred.

N. "Respondent" means a person who is alleged to have violated the school district's prohibition on sex discrimination.

O. "Retaliation" means intimidation, threats, coercion, or discrimination against any person by the school district, a student, or an employee or other person authorized by the school district to provide aid, benefit, or service under the school district's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

P. "Sex-based harassment" prohibited by Title IX and its regulations is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. *Quid pro quo harassment*.

   An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

2. *Hostile environment harassment*.

   Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (*i.e.,* creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

   a. The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;

   b. The type, frequency, and duration of the conduct;

   c. The parties' ages, roles within the school district's education program

or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;

d. The location of the conduct and the context in which the conduct occurred; and

e. Other sex-based harassment in the school district's education program or activity; or

3. *Specific offenses*.

a. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

b. Dating violence meaning violence committed by a person:

i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(a) The length of the relationship;

(b) The type of relationship; and

(c) The frequency of interaction between the persons involved in the relationship;

c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:

i. is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the state of Minnesota, or a person similarly situated to a spouse of the victim;

ii. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

iii. shares a child in common with the victim; or

iv. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or

d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

i. Fear for the person's safety or the safety of others; or

ii. Suffer substantial emotional distress.

Q. "Student" means a person who has gained admission.

R. "Student with a disability" means a student who is an individual with a disability as defined in the Rehabilitation Act of 1973, as amended, or a child with a disability as defined in the Individuals with Disabilities Education Act.

S. "Supportive measures" means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

1. Restore or preserve that party's access to the school district's education program or activity, including measures that are designed to protect the safety of the parties or the school district's educational environment; or

2. Provide support during the school district's grievance procedures or during the informal resolution process.

The school district will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the school district's education program or activity or provide support during the school district's Title IX grievance procedures or during the informal resolution process.

T. "Title IX" means Title IX of the Education Amendments of 1972, as amended.

III. DESIGNATION OF TITLE IX COORDINATOR AND DESIGNEES

A. The school district must designate and authorize at least one employee, referred to as a Title IX Coordinator, to coordinate its efforts to comply with its obligations under Title IX and its regulations. If a school district has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight over the responsibilities and ensure the school district's consistent compliance with its responsibilities under Title IX and its regulations.

B. As appropriate, the school district may delegate, or permit a Title IX Coordinator to delegate, specific duties to one or more designees.

IV. PARENTAL, FAMILY, OR MARITAL STATUS; PREGNANCY OR RELATED CONDITIONS

A. Status Generally

The school district must not adopt or implement any policy, practice, or procedure concerning a student's current, potential, or past parental, family, or marital status that treats students differently on the basis of sex.

B. Pregnancy or Related Conditions

1. Nondiscrimination

The school district must not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions. The school district does not engage in prohibited discrimination when it allows a student, based on pregnancy or related conditions, to voluntarily participate in a separate portion of its education program or activity provided the school district ensures that the

separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

2. Responsibility to Provide Title IX Coordinator Contact and Other Information

The school district must ensure that when a student, or a person who has a legal right to act on behalf of the student, informs any employee of the student's pregnancy or related conditions, unless the employee reasonably believes that the Title IX Coordinator has been notified, the employee promptly provides that person with the Title IX Coordinator's contact information and informs that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the school district's education program or activity.

3. Specific Actions to Prevent Discrimination and Ensure Equal Access

The school district must take specific actions below to promptly and effectively prevent sex discrimination and ensure equal access to the school district's education program or activity once the student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions. The Title IX Coordinator must coordinate these actions.

a. Responsibility to provide information about school district obligations.

The school district must inform the student, and if applicable, the person who notified the Title IX Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of the school district's obligations under 34 Code of Federal Regulations, section 106.31, paragraphs (b)(1) through (5) and section 106.44(j) and provide the school district's notice of nondiscrimination under section 106.8(c)(1)

b. Reasonable modifications

i. The school district must make reasonable modifications to the school district's policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the r school district's education program or activity. Each reasonable modification must be based on the student's individualized needs. In determining what modifications are required under this paragraph, the school district must consult with the student. A modification that a school district can demonstrate would fundamentally alter the nature of its education program or activity is not a reasonable modification.

ii. The student has discretion to accept or decline each reasonable modification offered by the school district. If a student accepts the school district's offered reasonable modification, the school district must implement it.

iii. Reasonable modifications may include, but are not limited to, breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related

conditions, including eating, drinking, or using the restroom; intermittent absences to attend medical appointments; access to online or homebound education; changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests and examinations; allowing a student to sit or stand, or carry or keep water nearby; counseling; changes in physical space or supplies (for example, access to a larger desk or a footrest); elevator access; or other changes to policies, practices, or procedures.

c. Voluntary access to separate and comparable portion of program or activity

The school district must allow the student to voluntarily access any separate and comparable portion of the school district's education program or activity under Paragraph A. above.

d. Voluntary leaves of absence

The school district must allow the student to voluntarily take a leave of absence from the school district's education program or activity to cover, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. To the extent that a student qualifies for leave under a leave policy maintained by the school district that allows a greater period of time than the medically necessary period, the school district must permit the student to take voluntary leave under that policy instead if the student so chooses. When the student returns to the school district's education program or activity, the student must be reinstated to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began.

e. Lactation space

The school district must ensure that the student can access a lactation space, which must be a space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by a student for expressing breast milk or breastfeeding as needed.

f. Limitation on supporting documentation

The school district must not require supporting documentation under Paragraph B.3, subparagraphs b. through e. unless the documentation is necessary and reasonable for the school district to determine the reasonable modifications to make or whether to take additional specific actions. Examples of situations when requiring supporting documentation is not necessary and reasonable include, but are not limited to, when the student's need for a specific action under Paragraph C. subparagraphs 3 through 5 is obvious, such as when a student who is pregnant needs a bigger uniform; when the student has previously provided the school district with sufficient supporting documentation; when the reasonable modification because of pregnancy or related conditions at issue is allowing a student to carry or keep water nearby and drink, use a bigger desk, sit or stand, or take

breaks to eat, drink, or use the restroom; when the student has lactation needs; or when the specific action under Paragraph C. subparagraphs 3 through 5 is available to students for reasons other than pregnancy or related conditions without submitting supporting documentation.

4. Comparable Treatment to Other Temporary Medical Conditions

To the extent consistent with Paragraph B.3 above, the school district must treat pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions with respect to any medical or hospital benefit, service, plan, or policy the school district administers, operates, offers, or participates in with respect to students admitted to the school district's education program or activity.

5. Certification to Participate

The school district must not require a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in the school district's class, program, or extracurricular activity unless:

a. The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;

b. The school district requires such certification of all students participating in the class, program, or extracurricular activity; and

c. The information obtained is not used as a basis for discrimination prohibited by this part.

V. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

B. The school district requires all employees who are not confidential employees to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations. This requirement does not apply to an employee who has personally been subject to conduct that reasonably may constitute sex discrimination under Title IX or its regulations.

C. Confidential Employee Requirements

1. The school district must notify all participants in the school district's education program or activity of how to contact its confidential employees, if any.

2. The school district must require a confidential employee to explain to any person who informs the confidential employee of conduct that reasonably may constitute sex discrimination under Title IX or its regulations:

a. The employee's status as confidential for purposes of this part, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;

b. How to contact the school district's Title IX Coordinator and how to make a complaint of sex discrimination; and

c. That the Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

D. Any employee of the school district who has experienced, has knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

E. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during nonbusiness hours, and may be made in person, by mail, by telephone, or by email using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

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

VI. SCHOOL DISTRICT'S RESPONSE TO SEXUAL HARASSMENT

A. General

Upon knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity, the school district must respond promptly and effectively. The school district must also comply with 34 Code of Federal Regulations, section 106.44 to address sex discrimination in its education program or activity.

B. Barriers to Reporting

The school district must require its Title IX Coordinator to:

1. Monitor the school district's education program or activity for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations; and

2. Take steps reasonably calculated to address such barriers.

C. Title IX Coordinator Requirements

1. The Title IX Coordinator is responsible for coordinating the school district's compliance with its obligations under Title IX and its regulations. The school district must require its Title IX Coordinator, when notified of conduct that reasonably may constitute sex discrimination under Title IX or its regulations,

to take the following actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects:

a. Treat the complainant and respondent equitably;

b. Offer and coordinate supportive measures, as appropriate, for the complainant. In addition, if the school district has initiated grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures, as appropriate, for the respondent;

c. Notify the complainant or, if the complainant is unknown, the individual who reported the conduct, of the grievance procedures and if applicable and the informal resolution process, if available and appropriate. If a complaint is made, notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate;

d. In response to a complaint, initiate the grievance procedures or the informal resolution process, if available and appropriate and requested by all parties;

e. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, determine whether to initiate a complaint of sex discrimination that complies with the grievance procedures.

    i. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors:

        [a] The complainant's request not to proceed with initiation of a complaint;

        [b] The complainant's reasonable safety concerns regarding initiation of a complaint;

        [c] The risk that additional acts of sex discrimination would occur if a complaint is not initiated;

        [d] The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

        [e] The age and relationship of the parties, including whether the respondent is an employee of the school district;

        [f] The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;

[g] The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and

[h] Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

ii. If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the school district from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a complaint

f. If initiating a complaint under Subparagraph e. above, notify the complainant prior to doing so and appropriately address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures; and

g. Regardless of whether a complaint is initiated, take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual complainant, if any, to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

2. The Title IX Coordinator is not required to comply with Paragraph C.1, subparagraphs a. through g. above upon being notified of conduct that may constitute sex discrimination if the Title IX Coordinator reasonably determines that the conduct as alleged could not constitute sex discrimination under Title IX or its regulations.

D. Supportive Measures

Under the *Title IX Coordinator Requirements* above, the school district must offer and coordinate supportive measures, as appropriate, as described below. For allegations of sex discrimination other than sex-based harassment or retaliation, the school district's provision of supportive measures does not require the school district, its employee, or any other person authorized to provide aid, benefit, or service on the school district's behalf to alter the alleged discriminatory conduct for the purpose of providing a supportive measure.

1. Supportive measures may vary depending on what the school district deems to be reasonably available. These measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

2. Supportive measures must not unreasonably burden either party and must be

designed to protect the safety of the parties or the school district's educational environment, or to provide support during the school district's grievance procedures, or during the informal resolution process. The school district must not impose such measures for punitive or disciplinary reasons.

3. The school district may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process, or the school district may continue them beyond that point.

4. The school district must provide a complainant or respondent with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the school district's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision, if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures. The school district must also provide a party with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

5. The school district must not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception in 34 Code of Federal Regulations section 106.44(j)(1) through (5) applies.

6. The school district must require the Title IX Coordinator to consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 Code of Federal Regulations, section 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 in the implementation of supportive measures.

E. Students with Disabilities

If a complainant or respondent is an elementary or secondary student with a disability, the school district must require the Title IX Coordinator to consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 Code of Federal Regulations, section 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973 throughout the school district's implementation of grievance procedures under 34 Code of Federal Regulations, section 106.45.

F. Emergency Removal

Nothing in Title IX or its regulations precludes the school district from removing a respondent from the school district's education program or activity on an emergency

basis, provided that the school district undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990.

G. Administrative Leave

Nothing in Title IX or its regulations precludes the school district from placing an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures. This provision must not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

H. Prohibited Disclosures of Personally Identifiable Information

The school district must not disclose personally identifiable information obtained in the course of complying with this part, except in the following circumstances:

1. When the school district has obtained prior written consent from a person with the legal right to consent to the disclosure;

2. When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;

3. To carry out the purposes of 34 Code of Federal Regulations, section 106, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the school district's education program or activity;

4. As required by federal law, federal regulations, or the terms and conditions of a Federal award, including a grant award or

5. To the extent such disclosures are not otherwise in conflict with Title IX or its regulations, when required by Minnesota or local law or when permitted under FERPA or its implementing regulations.

VII. GRIEVANCE PROCEDURES FOR THE PROMPT AND EQUITABLE RESOLUTION OF COMPLAINTS OF SEX DISCRIMINATION

A. General

The school district's grievance procedures for the prompt and equitable resolution of complaints of sex discrimination must be in writing and include provisions that incorporate the requirements of this section. The requirements related to a respondent apply only to sex discrimination complaints alleging that a person violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that a school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

B. Basic Requirements for Grievance Procedures

The school district's grievance procedures must:

1. Treat complainants and respondents equitably;

2. Require that any person designated as a Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The decisionmaker may be the same person as the Title IX Coordinator or investigator;

3. Include a presumption that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the school district's grievance procedures for complaints of sex discrimination;

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, including a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Major stages include, for example, evaluation (i.e., the school district's decision whether to dismiss or investigate a complaint of sex discrimination); investigation; determination; and appeal, if any;

[NOTE: The Title IX regulations require reasonably prompt timeframes for major stages of the grievance procedures, but do not specify any particular timeframes. School districts may establish their own district-specific timeframes. A sample set of provisions is offered below.]

a. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

b. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

c. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the school district.

d. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the school district.

e. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the

parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

f. The school district has established the following process for reasonable extension of timeframes on a case-by-case basis for good cause as set forth above. The process includes notice to the parties and the reason for the delay:

5. Require the school district to take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the school district's grievance procedures, provided that the steps do not restrict the ability of the parties to: obtain and present evidence, including by speaking to witnesses, subject to the prohibition against retaliation; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures;

6. Require an objective evaluation of all evidence that is relevant, as defined in Article II, and not otherwise impermissible—including both inculpatory and exculpatory evidence—and provide that credibility determinations must not be based on a person's status as a complainant, respondent, or witness;

7. Exclude the following types of evidence, and questions seeking that evidence, as impermissible (i.e., must not be accessed or considered, except by the school district to determine whether an exception in subparagraphs (a) through (c) applies; must not be disclosed; and must not otherwise be used), regardless of whether they are relevant:

   a. Evidence that is protected under a privilege as recognized by federal or Minnesota law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

   b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the school district obtains that party's or witness's voluntary, written consent for use in the school district's grievance procedures; and

   c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred; and

8. If the school district adopts grievance procedures that apply to the resolution of some, but not all, complaints articulate consistent principles for how the school district will determine which procedures apply.

C. Notice of Allegations

Upon initiation of the school district's grievance procedures, the school district must provide notice of the allegations to the parties whose identities are known.

1. The notice must include:

   a. The school district's grievance procedures, and if applicable, any informal resolution process;

   b. Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX or this part, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to the school district;

   c. A statement that retaliation is prohibited; and

   d. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if the school district provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

2. If, in the course of an investigation, the school district decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice or that are included in a complaint that is consolidated, the school district must provide notice of the additional allegations to the parties whose identities are known.

D. Notice

Upon initiation of the school district's Title IX grievance procedures, the school district will notify the parties of the following:

1. The school district's Title IX grievance procedures and any informal resolution process;

2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);

3. Retaliation is prohibited; and

4. The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence.

If, in the course of an investigation, the school district decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, the school district will notify the parties of the additional allegations.

E. Consolidation

The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

F. Complaint Investigation

A. The school district must provide for adequate, reliable, and impartial investigation of complaints. To do so, the school district must:

1. Ensure that the burden is on the school district – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred;

2. Provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible;

3. Review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance, consistent with § 106.2 and with paragraph (b)(7) of this section; and

4. Provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible in the following manner:

a. The school district must provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the school district provides a description of the evidence, it must further provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;

b. The school district must provide a reasonable opportunity to respond to the evidence or to the accurate description of the evidence; and

c. The school district must take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or

litigation related to the complaint of sex discrimination are authorized.

G. Questioning Parties and Witnesses to Aid in Evaluating Allegations and Assessing Credibility

The school district must provide a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

H. Determination Whether Sex Discrimination Occurred

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the school district must:

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred, unless the school district uses the clear and convincing evidence standard of proof in all other comparable proceedings, including proceedings relating to other discrimination complaints, in which case the school district may elect to use that standard of proof in determining whether sex discrimination occurred. Both standards of proof require the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness; if the decisionmaker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker must not determine that sex discrimination occurred.

2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX or its regulations including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;

3. If there is a determination that sex discrimination occurred, as appropriate, require the Title IX Coordinator to coordinate the provision and implementation of remedies to a complainant and other persons the school district identifies as having had equal access to the school district's education program or activity limited or denied by sex discrimination, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity. The school district may not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the school district's grievance procedures that the respondent engaged in prohibited sex discrimination;

4. Comply with 34 Code of Federal Regulations, section 106.45, before the imposition of any disciplinary sanctions against a respondent; and

5. Not discipline a party, witness, or others participating in school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

I. Additional Provisions

If the school district adopts additional provisions as part of its grievance procedures for handling complaints of sex discrimination, including sex-based harassment, such additional provisions must apply equally to the parties.

J. Informal Resolution

In lieu of resolving a complaint through the school district's grievance procedures, the parties may instead elect to participate in an informal resolution process under 34 Code of Federal Regulations, section 106.44(k) if provided by the school district consistent with that paragraph.

K. Provisions Limited to Sex-Based Harassment Complaints

For complaints alleging sex-based harassment, the grievance procedures must:

1. Describe the range of supportive measures available to complainants and respondents; and

2. List, or describe the range of, the possible disciplinary sanctions that the school district may impose and remedies that the school district may provide following a determination that sex-based harassment occurred.

VIII. INFORMAL RESOLUTION OF A COMPLAINT

A. At any time prior to determining whether sex discrimination occurred, the school district may offer to a complainant and respondent an informal resolution process, unless the complaint includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student or such a process would conflict with federal, Minnesota, or local law. A school district that provides the parties an informal resolution process must, to the extent necessary, also require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

1. Subject to the limitations in Paragraph A. above, the school district has discretion to determine whether it is appropriate to offer an informal resolution process when it receives information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations or when a complaint of sex discrimination is made, and may decline to offer informal resolution despite one or more of the parties' wishes.

2. In addition to the limitations in Paragraph A. above, circumstances when the school district may decline to allow informal resolution include but are not limited to when the school district determines that the alleged conduct would present a future risk of harm to others.

B. The school district must not require or pressure the parties to participate in an informal resolution process. The school district must obtain the parties' voluntary consent to the informal resolution process and must not require waiver of the right to an investigation and determination of a complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right.

C. Before initiation of an informal resolution process, the school district must provide to the parties notice that explains:

1. The allegations;

2. The requirements of the informal resolution process;

3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the school district's grievance procedures;

4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;

5. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and

6. What information the school district will maintain and whether and how the school district could disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.

D. The facilitator for the informal resolution process must not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Any person designated by the school district to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Any person facilitating informal resolution must receive training as provided under this policy.

E. Potential terms that may be included in an informal resolution agreement include but are not limited to:

1. Restrictions on contact; and

2. Restrictions on the respondent's participation in one or more of the school district's programs or activities or attendance at specific events, including restrictions the school district could have imposed as remedies or disciplinary sanctions had the school district determined at the conclusion of the school district's grievance procedures that sex discrimination occurred.

IX. DISMISSAL OF A COMPLAINT

A. The school district may dismiss a complaint of sex discrimination made through its grievance procedures under this policy for any of the following reasons:

1. The school district is unable to identify the respondent after taking reasonable steps to do so;

2. The respondent is not participating in a school district education program or activity and is not employed by the school district;

3. The complainant voluntarily withdraws any or all of the allegations in the

complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or,

4. The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the school district will make reasonable efforts to clarify the allegations with the complainant.

B. Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

C. The school district must notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint on the bases set out in 34 Code of Federal Regulations, section 106.46(i)(1). If the dismissal occurs after the respondent has been notified of the allegations, then the school district will also notify the respondent that the dismissal may be appealed on the bases set out in 34 Code of Federal Regulations, section 106.46(i)(1). If the dismissal is appealed, the school district must:

1. Notify the parties of any appeal, including notice of the allegations consistent with paragraph (c) of this section if notice was not previously provided to the respondent;

2. Implement appeal procedures equally for the parties;

3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;

4. Ensure that the decisionmaker for the appeal has been trained as set out in this policy;

5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

6. Notify the parties of the result of the appeal and the rationale for the result.

D. When the school district dismisses a complaint, it must, at a minimum:

1. Offer supportive measures to the complainant as appropriate;

2. For dismissals under Paragraph A. 3 and 4 above in which the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate under 34 Code of Federal Regulations, section 106.44(g); and

3. Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

E. Dismissal of a formal complaint or a portion thereof does not preclude the school district

from addressing the underlying conduct in any manner that the school district deems appropriate.

XI. APPEAL OF DETERMINATION

A. The school district offers the following process for appeals from a determination whether sex discrimination occurred. This appeal process will be, at a minimum, the same as the school district offers in all other comparable proceedings, including proceedings relating to other discrimination complaints.

B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the appellate decisionmaker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

C. After reviewing the parties' written statements, the appellate decisionmaker must issue a written decision describing the result of the appeal and the rationale for the result.

D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

E. The decision of the appellate decisionmaker is final. No further review beyond the appeal is permitted.

XII. SANCTIONS AND REMEDIES

Following a determination that sex-based harassment occurred, the school district may impose disciplinary sanctions, and the school district may also provide remedies.

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the decisionmaker determines a respondent is responsible for violating this policy, the decisionmaker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.]

XIII. RETALIATION

The school district must prohibit retaliation, including peer retaliation, in its education program or activity. When the school district has information about conduct that reasonably may constitute retaliation under Title IX or its regulations, the school district is obliged to comply with 34 Code of Federal Regulations, section 106.44. Upon receiving a complaint alleging retaliation, the school district must initiate its grievance procedures or, as appropriate, an informal resolution process.

XIV. TRAINING

A. The school district must ensure that the following persons receive training related to their duties under Title IX promptly upon hiring or change of positions that alters their duties under Title IX or its regulations, and annually thereafter. This training must not rely upon sex stereotypes.

1. *All employees* must be trained on:

a. The school district's obligation to address sex discrimination in its education program or activity;

b. The scope of conduct that constitutes sex discrimination under Title IX and its regulations, including the definition of sex-based harassment; and

c. All applicable notification and information requirements under 34 Code of Federal Regulations, sections 106.40(b)(2) and 106.44.

2. *Investigators, decisionmakers, and other persons who are responsible for implementing the school district's grievance procedures or have the authority to modify or terminate supportive measures*.

In addition to the training requirements for all employees described in Paragraphs 1 and 2 above, all investigators, decisionmakers, and other persons who are responsible for implementing the school district's grievance procedures or have the authority to modify or terminate supportive measures under 34 Code of Federal Regulations, section 106.44(g)(4) must be trained on the following topics to the extent related to their responsibilities:

a. The school district's obligations under 34 Code of Federal Regulations, section 106.44;

b. The school district's grievance procedures under 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46;

c. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and

d. The meaning and application of the term ''relevant'' in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46.

3. *Facilitators of informal resolution process*

In addition to the training requirements for all employees described in Paragraph 1 above, all facilitators of an informal resolution process under 34 Code of Federal Regulations, section 106.44(k) must be trained on the rules and practices associated with the school district's informal resolution process and on how to serve impartially, including by avoiding conflicts of interest and bias.

4. *Title IX Coordinator and Title IX Personnel*

In addition to the training requirements in Paragraphs 1 through 3 above, the Title IX Coordinator and Title IX Personnel must be trained on their specific responsibilities under 34 Code of Federal Regulations, section 106.8(a), section 106.40(b)(3), section 106.44(f) and (g), the school district's recordkeeping system and the requirements of 34 Code of Federal Regulations, section 106.8 (f), and any other training necessary to coordinate the school district's compliance with Title IX. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions.

XV. DISSEMINATION OF POLICY

A. This policy shall be made available to all students, parents/guardians of students, school district employees, and employee unions.

B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. Notice of Nondiscrimination

1. The school district must provide notice of nondiscrimination to applicants for admission and employment, students, parents, guardians, or other authorized legal representatives of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the school district.

2. Contents of Notice of Nondiscrimination

The notice of nondiscrimination must include the following elements:

a. A statement that the school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment;

b. A statement that inquiries about the application of Title IX and its regulations to the school district may be referred to the school district's Title IX Coordinator, the federal Office for Civil Rights, or both;

c. The name or title, office address, email address, and telephone number of the Title IX Coordinator;

d. How to locate the school district's nondiscrimination policy and the school district's grievance procedures; and

e. How to report information about conduct that may constitute sex discrimination under Title IX; and how to make a complaint of sex discrimination under the regulations.

3. The school district must prominently include all elements of its notice of nondiscrimination on its website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to people entitled to notice, or which are otherwise used in connection with the recruitment of students or employees.

4. If necessary, due to the format or size of any publication, the school district may instead include in those publications the information covered in the following statement: MACCRAY Public Schools, ISD 2180 prohibits sex discrimination in any education program or activity that it operates. Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at **www.maccray.k12.m.us**."

5. The school district must not use or distribute a publication stating that the school district treats applicants, students, or employees differently on the basis of sex, except as such treatment is permitted by Title IX or its regulations.

XVI. RECORDKEEPING

The school district must create, and maintain for a period of seven years:

A. For each complaint of sex discrimination, records documenting the informal resolution process under 34 Code of Federal Regulations, section 106.44(k) or the grievance procedures under section 106.45, and if applicable section 106.46, and the resulting outcome.

B. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations, including notifications under 34 Code of Federal Regulations, section 106.44(c)(1) or (2), records documenting the actions the school district took to meet its obligations under section 106.44

C. All materials used to provide training under this policy. The school district must make these training materials available upon request for inspection by members of the public.

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

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