



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2021 – JUNE 30, 2023**

**Food Service Director
ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and Julie Wohlman, hereinafter referred to as the Food Service Director, who agrees to perform the duties as Food Service Director of the School District.

**ARTICLE II
DUTIES**

The Food Service Director shall be responsible for planning all aspects of the school foodservice operation that directly affects quality, safety, and sanitation of school food service facilities. This includes compliance with health, safety, and USDA-Child Nutrition Program regulations. The Food Service Director shall develop a positive kitchen team that builds relationships with students, building staff and community members and will plan, supervise and coordinate the service of consistent quality foods for students and staff in the food service environment, and related work as apparent or assigned. Work is performed under the general direction of the Superintendent. The Food Service Director will also serve as a member of the Wellness Team for the District. The Food Service Director shall perform all duties incident to the position of Food Service Director and such other duties as may be prescribed by the Superintendent and School Board from time to time. The Food Service Director shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District. Meetings with Superintendent, Food Service Director, and Head Cooks shall occur on a regular schedule.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The FOOD SERVICE DIRECTOR recognizes that the DISTRICT is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The FOOD SERVICE DIRECTOR recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The FOOD SERVICE DIRECTOR recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The FOOD SERVICE DIRECTOR also recognizes the right of the DISTRICT or its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Terms: The Food Service Director's yearly days for July 1, 2021 through June 30, 2023 shall be **180 days**. The Food Service Director shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

Subd. 1. Food Service Director will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Section 2. Shifts and Starting Time:

The Food Service Director will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. Sick Leave: The Food Service Director shall earn paid sick leave at the rate of twelve (12) days per year (96 hrs) and earned sick leave may accumulate to a maximum of seventy (75) days (600 hrs).

Subd. 1. The DISTRICT may require a Food Service Director to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Food Service Director will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave days earned by the Food Service Directors.

Subd. 3: In the case of illness in the Food Service Directors immediate family, sick leave may be used as in the case of the Food Service Directors personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the Food Service Director or other significant personal relationship.

Section 4. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1, The Food Service Director shall be granted Two (2) days (16 hrs.) of personal leave each year with no loss of pay. Days are to be used by June 30 of current fiscal year.

Section 5. Child Care Leave:

Child care leave without pay may be granted upon a written request by the Food Service Director with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the Food Service Director shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 6. Extended Leave:

A Food Service Director may be granted an extended leave without pay for a period of time mutually agreed upon. The Food Service Director may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 7. Holiday and Vacation:

Subd. 1, The Food Service Director shall receive the following paid holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Years Eve Day, Good Friday, Memorial Day, and one (1) Floating Day.

Subd. 2, The Food Service Director shall be entitled to the One (1) Week/Five (5) days (40 hrs.) vacation with pay:

Section 8. Bereavement:

Subd. 1, The Food Service Director will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship. Additional time requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Additional bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 9. Jury Service:

A Food Service Director who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 10. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 11. Food Service Director Leave:

The Food Service Director will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Health and Medical Benefit:

For the time period of July 1, 2021 through June 30, 2023 the District will provide for Single or Family coverage not to exceed the annual amount of \$7200 to be applied to each individual District Group Health Insurance Premium.

Section 2. Eligibility:

The School District contribution will be provided to Food Service Director and provided on a pro rata basis for those Food Service Directors employed on a part time bases. The District’s Health Insurance is available to any Food Service Directors working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment.

Section 3. Duration of Insurance Contribution:

A Food Service Director is eligible for School District contribution as provided in this Article as long as the Food Service Director is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Food Service Director may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring Food Service Director may stay on the policy indefinite via MS 471.61 by paying the monthly premium.

Section 4. Claims Against the School District:

It is understood that the School District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE VII
COMPENSATION**

Section 1. Salary:

Subd. 1, The Food Service Director shall be paid the following yearly salary.

2021-2022	\$41,000	2022-2023	\$42,000
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SECTION 2. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate per school district policy or the Food Service Director may choose a \$500 stipend/per diem for travel (submit claim form for stipend).

SECTION 3. Certificate in School Nutrition Allowance:

All Head Cooks and Directors are required to maintain a Level 1 Certificate. The District will pay for the class and books. Cooks/Directors will pay all fees associated with certification. The following certification annual allowance will be payable in June when proof of certificate is presented to the business office.

Level 1: \$300 (Assistant Cooks only – required for Head Cooks and FSD)

Level 2: \$600

Level 3: \$900

Level 4: \$1200

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Dues:

The Food Service Director are encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The Food Service Director shall present appropriate statements for approval as provided by law.

Section 2. 403B: The District will match \$1200 in the Food Service Director's 403B account per year.

**ARTICLE VIII
DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION
DURING THE TERM,
AND MUTUAL CONSENT**

Section 1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2021, and end on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Secretaries or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Food Service Director:

The Food Service Director shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the Food Service Director as to the School Board's intent to enter into a new the Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Food Service Director shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the Food Service Directors employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the Food Service Director or until the School Board provides fifteen (15) calendar days of written notice of the termination of a Food Service Directors employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the Food Service Director for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the Food Service Director and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a Food Service Director during the term of the Terms and Conditions of Employment for cause it shall notify the Food Service Director in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a Food Service Director.

**ARTICLE IX
SEVERABILITY**

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
_____, 2021.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 2021.

Food Service Director

School Board Chair

School Board Clerk



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2021 – JUNE 30, 2023**

District Business Office Assistant

**ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and Cathy Schueler, hereinafter referred to as the District Business Office Assistant, who agrees to perform the duties as Assistant to the Superintendent, Accounts Payable, Accounts Receivable, Student Activities Clerk and Business Office Assistant of the School District.

**ARTICLE II
DUTIES**

The District Business Office Assistant shall perform intermediate administrative work performing a variety of administrative and business office tasks in an office environment, and related work as apparent or assigned. Work is performed under the general direction of the Business Manager and Superintendent. The District Business Office Assistant shall perform all duties incident to the position of District Business Office Assistant and such other duties as may be prescribed by the Business Manager and Superintendent and School Board from time to time. The District Business Office Assistant shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The DISTRICT BUSINESS OFFICE ASSISTANT recognize that the DISTRICT is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The DISTRICT BUSINESS OFFICE ASSISTANT recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The DISTRICT BUSINESS OFFICE ASSISTANT recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The DISTRICT BUSINESS OFFICE ASSISTANT also recognize the right of the DISTRICT or it's duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

ARTICLE IV EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

ARTICLE V DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Week: The District Business Office Assistants weekly hours for July 1, 2021 through June 30, 2023 shall be up to 40 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The District Business Office Assistant shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

Subd. 1, District Business Office Assistant will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Subd. 2, The DISTRICT reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. District Business Office Assistant called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. District Business Office Assistant should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

All District Business Office Assistant will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. School Closing:

Subd. 1, In the event that school is officially closed prior to the District Business Office Assistant starting time, and the District Business Office Assistant is not required to report to work by his/her immediate supervisor, he/she will receive no compensation for that day. Should school be officially closed after the District Business Office Assistant regular starting time and the District Business Office Assistant has reported to work he/she will be compensated for his/her regular full day's work.

Subd. 2, If school is delayed one hour or more by the Superintendent of Schools or his/her designee, the District Business Office Assistant shall be paid their regular rate of pay for all hours not worked on that day if the District Business Office Assistant has not exhausted personal days. Should school be officially closed and the opportunity to make up the day is not afforded and the District Business Office Assistant has not exhausted their personal leave days the District Business Office Assistant will be compensated for her regular full day's work.

Section 4. Sick Leave: The District Business Office Assistant shall earn paid sick leave at the rate of twelve (12) days per year (96 hrs) and earned sick leave may accumulate to a maximum of seventy (75) days (600 hrs).

Subd. 1, The DISTRICT may require a District Business Office Assistant to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the District Business Office Assistant will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave days earned by the District Business Office Assistants.

Subd. 3: In the case of illness in the District Business Office Assistants immediate family, sick leave may be used as in the case of the District Business Office Assistants personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the District Business Office Assistant or other significant personal relationship.

Section 5. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1, The District Business Office Assistant shall be granted Two (2) days (16 hrs) of personal leave each year with no loss of pay. Days are to be used by June 30 of current fiscal year.

Section 6. Child Care Leave:

Childcare leave without pay may be granted upon a written request by the District Business Office Assistant with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the District Business Office Assistant shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 7. Extended Leave:

A District Business Office Assistant may be granted an extended leave without pay for a period of time mutually agreed upon. The District Business Office Assistant may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 8. Holiday and Vacation:

Subd. 1, The District Business Office Assistant shall receive the following paid holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, July 4th, and two (2) Floating Days.

Subd. 2, The District Business Office Assistant shall be entitled to the Four (4) Weeks /Twenty Days (160 hrs.) vacation with pay:

Section 9. Bereavement:

Subd. 1, The District Business Office Assistant will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship. Additional time requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 10. Jury Service:

A District Business Office Assistant who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 11. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 12. District Business Office Assistant Leave:

The District Business Office Assistant will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Health and Medical Benefit:

For the time period of July 1, 2021 through June 30, 2023 the District will provide the annual amount of \$7200 to be applied to each individual District Group Health Insurance Premium or to receive in cash.

CORE BENEFITS – 1. Health and Hospitalization insurance.

Section 2. Eligibility:

The School District contribution will be provided to all District Business Office Assistant and provided on a pro rata basis for those Secretaries employed on a part time bases. The District's Health Insurance is available to any District Business Office Assistant working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment.

Section 3. Duration of Insurance Contribution:

A District Business Office Assistant is eligible for School District contribution as provided in this Article as long as the District Business Office Assistant is employed by the School District. Upon termination of employment, all School District contributions shall cease. The District Business Office Assistant may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring District Business Office Assistant may stay on the policy indefinite via MS 471.61 by paying the monthly premium.

Section 4. Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VII COMPENSATION

Section 1. Hourly Wage and Overtime:

Subd. 1. The District Business Office Assistant shall be paid an hourly wage of \$23.60/hour from July 1, 2021 through June 30, 2022. And an hourly wage of \$24.85/hour from July 1, 2022 through June 30, 2023. In addition to the base salary, overtime will be allowed with advance permission from the Business Manager or Superintendent of Schools.

SECTION 2. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

ARTICLE VII OTHER PROVISIONS

Section 1. Dues:

The District Business Office Assistant are encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The District Business Office Assistant shall present appropriate statements for approval as provided by law.

ARTICLE VIII DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION DURING THE TERM, AND MUTUAL CONSENT

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2021, and end on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Secretaries or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by District Business Office Assistant:

The District Business Office Assistant shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less that ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the District Business Office Assistant as to the School Board's intent to enter into a new the Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the District Business Office Assistant shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the District Business Office Assistants employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the District Business Office Assistant or until the School Board provides fifteen (15) calendar days of written notice of the termination of a District Business Office Assistants employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the District Business Office Assistant for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the District Business Office Assistant and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a District Business Office Assistant during the term of the Terms and Conditions of Employment for cause it shall notify the District Business Office Assistant in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a District Business Office Assistant.

**ARTICLE IX
SEVERABILITY**

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
_____, 2021.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 2021.

District Business Office Assistant

School Board Chair

School Board Clerk



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
Jan 1, 2021 – JUNE 30, 2023**

District Business Office Assistant

**ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and Nicole Kray-Niemeyer, hereinafter referred to as the District Business Office Assistant, who agrees to perform the duties as Payroll/Purchasing Specialist and Business Office Assistant of the School District.

**ARTICLE II
DUTIES**

The District Business Office Assistant shall perform intermediate administrative work performing a variety of administrative and business office tasks in an office environment, and related work as apparent or assigned. Work is performed under the general direction of the Business Manager and Superintendent. The District Business Office Assistant shall perform all duties incident to the position of District Business Office Assistant and such other duties as may be prescribed by the Business Manager and Superintendent and School Board from time to time. The District Business Office Assistant shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The DISTRICT BUSINESS OFFICE ASSISTANT recognize that the DISTRICT is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The DISTRICT BUSINESS OFFICE ASSISTANT recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The DISTRICT BUSINESS OFFICE ASSISTANT recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The DISTRICT BUSINESS OFFICE ASSISTANT also recognize the right of the DISTRICT or it's duly designated officials to promulgate rules,

regulations, directives and orders from time to time as deemed necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Week: The District Business Office Assistants weekly hours for July 1, 2021 through June 30, 2023 shall be up to 40 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The District Business Office Assistant shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

Subd. 1, District Business Office Assistant will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Subd. 2, The DISTRICT reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. District Business Office Assistant called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. District Business Office Assistant should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

All District Business Office Assistant will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. School Closing:

Subd. 1, In the event that school is officially closed prior to the District Business Office Assistant starting time, and the District Business Office Assistant is not required to report to work by his/her immediate supervisor, he/she will receive no compensation for that day. Should school be officially closed after the District Business Office Assistant regular starting time and the District Business Office Assistant has reported to work he/she will be compensated for his/her regular full day's work.

Subd. 2, If school is delayed one hour or more by the Superintendent of Schools or his/her designee, the District Business Office Assistant shall be paid their regular rate of pay for all hours not worked on that day if the District Business Office Assistant has not exhausted personal days. Should school be officially closed and the opportunity to make up the day is not afforded and the District Business Office Assistant has not

exhausted their personal leave days the District Business Office Assistant will be compensated for her regular full day's work.

Section 4. Sick Leave: The District Business Office Assistant shall earn paid sick leave at the rate of twelve (12) days per year (96 hrs) and earned sick leave may accumulate to a maximum of seventy (75) days (600 hrs).

Subd. 1. The DISTRICT may require a District Business Office Assistant to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the District Business Office Assistant will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave days earned by the District Business Office Assistants.

Subd. 3: In the case of illness in the District Business Office Assistants immediate family, sick leave may be used as in the case of the District Business Office Assistants personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the District Business Office Assistant or other significant personal relationship.

Section 5. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1. The District Business Office Assistant shall be granted Two (2) days (16 hrs) of personal leave each year with no loss of pay. Days are to be used by June 30 of current fiscal year.

Section 6. Child Care Leave:

Child care leave without pay may be granted upon a written request by the District Business Office Assistant with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the District Business Office Assistant shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 7. Extended Leave:

A District Business Office Assistant may be granted an extended leave without pay for a period of time mutually agreed upon. The District Business Office Assistant may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 8. Holiday and Vacation:

Subd. 1, The District Business Office Assistant shall receive the following paid holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, July 4th, and two (2) Floating Days.

Subd. 2, The District Business Office Assistant shall be entitled to the 12 Days (96 hrs.) vacation with pay.

Section 9. Bereavement:

Subd. 1, The District Business Office Assistant will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship. Additional time

requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 10. Jury Service:

A District Business Office Assistant who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 11. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 12. District Business Office Assistant Leave:

The District Business Office Assistant will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Health and Medical Benefit:

For the time period of July 1, 2021 through June 30, 2023 the District will provide the annual amount of \$7200 to be applied to each individual District Group Health Insurance Premium or to receive in cash.

CORE BENEFITS – 1. Health and Hospitalization insurance.

Section 2. Eligibility:

The School District contribution will be provided to all District Business Office Assistant and provided on a pro rata basis for those Secretaries employed on a part time bases. The District's Health Insurance is available to any District Business Office Assistant working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment.

Section 3. Duration of Insurance Contribution:

A District Business Office Assistant is eligible for School District contribution as provided in this Article as long as the District Business Office Assistant is employed by the School District. Upon termination of employment, all School District contributions shall cease. The District Business Office Assistant may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring District Business Office Assistant may stay on the policy indefinite via MS 471.61 by paying the monthly premium.

Section 4. Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE VII
COMPENSATION**

Section 1. Hourly Wage and Overtime:

Subd. 1. The District Business Office Assistant shall be paid an hourly wage of **\$19.50**/hour from July 1, 2021 through June 30, 2022. And an hourly wage of **\$20.25**/hour from July 1, 2021 through June 30, 2023. In addition to the base salary, overtime will be allowed with advance permission from the Business Manager or Superintendent of Schools.

SECTION 2. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Dues:

The District Business Office Assistant are encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The District Business Office Assistant shall present appropriate statements for approval as provided by law.

Section 2. 403B: The District will match **\$900** in the District Business Office Assistant's 403B account per year.

**ARTICLE VIII
DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION
DURING THE TERM,
AND MUTUAL CONSENT**

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2021, and end on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Secretaries or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by District Business Office Assistant:

The District Business Office Assistant shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less that ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall

notify the District Business Office Assistant as to the School Board's intent to enter into a new the Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the District Business Office Assistant shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the District Business Office Assistants employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the District Business Office Assistant or until the School Board provides fifteen (15) calendar days of written notice of the termination of a District Business Office Assistants employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the District Business Office Assistant for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the District Business Office Assistant and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a District Business Office Assistant during the term of the Terms and Conditions of Employment for cause it shall notify the District Business Office Assistant in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a District Business Office Assistant.

**ARTICLE IX
SEVERABILITY**

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
_____, 2021.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 2021.

District Business Office Assistant

School Board Chair

School Board Clerk



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
July 1, 2021 – June 30, 2023**

District Administrative Assistant for MARSS/Data & Marketing

**ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and Heather Shamla, hereinafter referred to as the District Administrative Assistant for MARSS/Data & Marketing, who agrees to perform the duties as MARSS Coordinator, Early Childhood Administrative Assistant and Marketing Support of the School District.

**ARTICLE II
DUTIES**

The District Administrative Assistant for MARSS/Data & Marketing shall perform intermediate administrative work performing a variety of administrative office tasks related to MARSS reporting, Early Childhood registration and billing, Infinite Campus, Website Management, Marketing and work as apparent or assigned. Work is performed under the general direction of the Elementary Principal, Early Childhood Coordinator and Superintendent. The District Administrative Assistant for MARSS/Data & Marketing shall perform all duties incident to the position of District Administrative Assistant for MARSS/Data & Marketing and such other duties as may be prescribed by the Elementary Principal, Early Childhood Coordinator and Superintendent and School Board from time to time. The District Administrative Assistant for MARSS/Data & Marketing shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The District Administrative Assistant for MARSS/Data & Marketing recognizes that the DISTRICT is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The District Administrative Assistant for MARSS/Data & Marketing recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The District Administrative Assistant for MARSS/Data & Marketing recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The District Administrative Assistant for MARSS/Data & Marketing also recognizes the right of the DISTRICT or its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Week: The District Administrative Assistant for MARSS/Data & Marketing weekly hours for July 1, 2021 through June 30, 2023 shall be 34 hours. Overtime hours, over 40 hours per week and will be recognized as needed depending on the school week and other activities. The District Administrative Assistant for MARSS/Data & Marketing shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

Subd. 1. District Administrative Assistant for MARSS/Data & Marketing will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Subd. 2. The DISTRICT reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. District Administrative Assistant for MARSS/Data & Marketing called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. District Administrative Assistant for MARSS/Data & Marketing should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

The District Administrative Assistant for MARSS/Data & Marketing will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. School Closing:

Subd. 1. In the event that school is officially closed prior to the District Administrative Assistant for MARSS/Data & Marketing starting time, and the District Administrative Assistant for MARSS/Data & Marketing is not required to report to work by his/her immediate supervisor, he/she will receive no compensation for that day. Should school be officially closed after the District Administrative Assistant for MARSS/Data & Marketing

regular starting time and the District Administrative Assistant for MARSS/Data & Marketing has reported to work he/she will be compensated for his/her regular full day's work.

Subd. 2, If school is delayed one hour or more by the Superintendent of Schools or his/her designee, the District Administrative Assistant for MARSS/Data & Marketing shall be paid their regular rate of pay for all hours not worked on that day if the District Administrative Assistant for MARSS/Data & Marketing not exhausted personal days. Should school be officially closed and the opportunity to make up the day is not afforded and the District Administrative Assistant for MARSS/Data & Marketing has not exhausted their personal leave days the District Administrative Assistant for MARSS/Data & Marketing will be compensated for her regular full day's work.

Section 4. Sick Leave: The District Administrative Assistant for MARSS/Data & Marketing shall earn paid sick leave at the rate of twelve (12) days per year (96 hrs) and earned sick leave may accumulate to a maximum of seventy (75) days (600 hrs).

Subd. 1, The DISTRICT may require a District Administrative Assistant for MARSS/Data & Marketing to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the District Administrative Assistant for MARSS/Data & Marketing will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave days earned by the District Administrative Assistant for MARSS/Data & Marketing.

Subd. 3: In the case of illness in the District Administrative Assistant for MARSS/Data & Marketing immediate family, sick leave may be used as in the case of the District Administrative Assistant for MARSS/Data & Marketing personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the District Administrative Assistant for MARSS/Data & Marketing or other significant personal relationship.

Section 5. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1, The District Administrative Assistant for MARSS/Data & Marketing shall be granted two (2) days (16 hrs) of personal leave each year with no loss of pay. Days are to be used by June 30 of current fiscal year.

Section 6. Child Care Leave:

Child care leave without pay may be granted upon a written request by the District Administrative Assistant for MARSS/Data & Marketing with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the District Administrative Assistant for MARSS/Data & Marketing shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 7. Extended Leave:

A District Administrative Assistant for MARSS/Data & Marketing may be granted an extended leave without pay for a period of time mutually agreed upon. The District Administrative Assistant for MARSS/Data & Marketing may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 8. Holiday and Vacation:

Subd. 1, The District Administrative Assistant for MARSS/Data & Marketing shall receive the following paid holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Year’s Eve Day, Good Friday, Memorial Day, July 4th, and one (1) Floating Day.

Subd. 2, The District Administrative Assistant for MARSS/Data & Marketing shall be entitled to **ten (10) Days (80 hrs.)** vacation with pay.

Section 9. Bereavement:

Subd. 1, The District Administrative Assistant for MARSS/Data & Marketing will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship. Additional time requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 10. Jury Service:

A District Administrative Assistant for MARSS/Data & Marketing who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 11. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 12. District Administrative Assistant for MARSS/Data & Marketing Leave:

The District Administrative Assistant for MARSS/Data & Marketing will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Eligibility:

For the time period of July 1, 2021 through June 30, 2023 the District will provide the annual amount of \$7200 to be applied to each individual District Group Health Insurance Premium or to receive in cash.

CORE BENEFITS – 1. Health and Hospitalization insurance.

Section 3. Duration of Insurance Contribution:

A District Administrative Assistant for MARSS/Data & Marketing is eligible for School District contribution as provided in this Article as long as the District Administrative Assistant for MARSS/Data & Marketing is employed by the School District. Upon termination of employment, all School District contributions shall cease. The District Administrative Assistant for MARSS/Data & Marketing may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring District Administrative Assistant for MARSS/Data & Marketing may stay on the policy indefinite via MS 471.61 by paying the monthly premium.

Section 4. Claims Against the School District:

It is understood that the School District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE VII
COMPENSATION**

Section 1. Hourly Wage and Overtime:

Subd. 1, The District Administrative Assistant for MARSS/Data & Marketing shall be paid an hourly wage of \$20.25/hour from July 1, 2021 through June 30, 2022 and \$21.00/per hour from July 1, 2022 to June 30, 2023. In addition to the base salary, overtime will be allowed with advance permission from the Building Principal or Superintendent of Schools.

SECTION 2. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Dues:

The District Administrative Assistant for MARSS/Data & Marketing are encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The District Administrative Assistant for MARSS/Data & Marketing shall present appropriate statements for approval as provided by law.

Section 2. 403B: The District will match \$900 in the District Administrative Assistant for MARSS/Data & Marketing 403B account per year.

**ARTICLE VIII
DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION DURING THE TERM,
AND MUTUAL CONSENT**

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2021, and end on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Secretaries or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by District Administrative Assistant for MARSS/Data & Marketing:

The District Administrative Assistant for MARSS/Data & Marketing shall provide written notice to the Superintendent calling to the Superintendent’s attention the notice requirements as contained in this section not less that ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the District Administrative Assistant for MARSS/Data & Marketing as to the School Board's intent to enter into a new the Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the District Administrative Assistant for MARSS/Data & Marketing shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the District Administrative Assistant for MARSS/Data & Marketing's employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the District Administrative Assistant for MARSS/Data & Marketing or until the School Board provides fifteen (15) calendar days of written notice of the termination of a District Administrative Assistant for MARSS/Data & Marketing's employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the District Administrative Assistant for MARSS/Data & Marketing for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the District Administrative Assistant for MARSS/Data & Marketing and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a District Administrative Assistant for MARSS/Data & Marketing during the term of the Terms and Conditions of Employment for cause it shall notify the District Administrative Assistant for MARSS/Data & Marketing in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a District Administrative Assistant for MARSS/Data & Marketing.

**ARTICLE IX
SEVERABILITY**

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
_____, 2021.

District Administrative Assistant for
MARSS/Data & Marketing

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 2021.

School Board Chair

School Board Clerk

CONTRACT

**Establishing the
Terms and Conditions of Employment**

By and Between

MACCRAY Schools

And

**Kim Sandry
Business Manager/HR Director**

July 1, 2021 – June 30, 2023

ARTICLE 1 - PURPOSE

This Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Kim Sandry, hereinafter called the Business Manager, has as its objective the establishment of the terms and conditions of employment for certain management personnel for the period herein established.

ARTICLE 2 - DEFINITIONS

- Subd. 2.1 P.E.L.R.A. Of 1971 shall mean the Public Employment Labor Relations Act of 1971, as amended.
- Subd. 2.2 Superintendent shall mean the Superintendent of MACCRAY Schools or a designated representative.
- Subd. 2.3 School Board shall mean the School Board of MACCRAY Schools or its designated representative.
- Subd. 2.4 Business Manager will mean management personnel covered by this agreement.
- Subd. 2.5 Parties shall mean the District and Associations.
- Subd. 2.6 Other Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 3 - RECOGNITION

- Subd. 3.1 Appropriate Unit: In accordance with PELRA. The Dist. recognizes the Association as the exclusive representative of all management personnel included within the bargaining unit certified by the Bureau of Mediation Services.
- Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Business Manager as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Medication Services in accordance with the P.E.L.R.A.

ARTICLE 4 – BUSINESS MANAGER

- Subd. 4.1 Use of Facilities: The Business Manager shall have the right to use District Buildings before or after hours for meetings, scheduling such use with the Superintendent provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Business Manager in Accordance with District policy.
- Subd 4.2 Indemnification: The Business Manager shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Section 4.4 of this Article.
- Subd. 4.3 Personnel Files: Business Manager shall have the right to review his/her individual Personnel file in accordance with applicable Minnesota statutes.

ARTICLE 5 - DISTRICT RIGHTS

- Subd. 5.1 Inherent Managerial Rights: The Business Manager recognizes that the District is not required to meet and negotiate on matters of Inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, or number of personnel.
- Subd. 5.2 Reservation of Managerial Rights: The foregoing enumeration of District rights shall not be deemed to exclude other inherent management rights. Any and all management rights and functions not expressly delegated by this Agreement are reserved to the District.
- Subd. 5.3 Laws, Rules and Regulations: The parties agree to abide by applicable State and Federal Laws, rules established by the State Department of Education, and rules and regulations established by the School Board, provided such rules and regulations are not in conflict with this Agreement.

ARTICLE 6 - DUTY YEAR

- Subd. 6.1 The normal duty year shall be considered as 260 days.
- Subd. 6.2 Specific Duty Year: These specific duty days during the calendar period July 1 through June 30 shall be established by the Business Manager and the Superintendent. The Superintendent reserves the right to designate specific calendar days during the period of July 1 through June 30 as mandatory duty days.
- Subd. 6.3 Management Commitment: The District and the Business Manager concur that the management nature of the duties and responsibilities of the Business Manager covered by this Agreement requires a commitment to whatever time is necessary to accomplish such managerial duties and responsibilities

ARTICLE 7 - DUTY DAYS

Subd. 7.1 Normal Duty Day:

Subd. 7.11 The Business Manager shall normally be on duty during the period established as the teacher's basic duty day at their building of responsibility or as directed by the Superintendent.

Subd. 7.12 Business Manager, because of his/her managerial duties and responsibilities agree to commit whatever time is necessary to accomplish such managerial duties and responsibilities.

ARTICLE 8 – COMPENSATION

Subd. 8.1 Salary Schedule: The annual salary of the Business Manager employed by individual continuing contract for the 2021-2022 and 2022-2023 duty year is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Annual Salary: The Business Manager employed by an individual continuing contract will be paid an annual salary. Business Manager employed for a duty year less than that established by Article 6, Section 6.1 and 6.2, shall be paid a prorated annual salary.

Subd. 8.3 Daily Rate: For the purposes of calculating daily rate, the Business Manager annual individually contracted salary divided by the duty year established by Article 6, Sections 6.1 and 6.2 shall equal daily rate.

Subd. 8.4 Mileage: Business Manager shall be reimbursed at the Federal mileage rate for the use of Their personal automobile to conduct authorized and approved travel on the behalf of the District.

Subd. 8.5 Dues: The District will pay all annual professional dues.

Subd. 8.6 Work Stoppage: Business Manager, in the event of a strike or work stoppage by other District employees, shall report for duty to carry out School Board policies and directives.

Subd. 8.7 Additional Duties: The Business Manager will attend School Board meetings, complete the minutes/agendas for the meetings, and elections and other additional duties for an additional stipend of **\$4500** per year.

ARTICLE 9 - GROUP INSURANCE

Subd. 9.1 Selection: The selection of the insurance carrier & policy shall be made by the School District as provided by law.

Subd. 9.2 Claims against School District: It is understood that the School District's only obligation is to purchase insurance policy and pay such amount as agreed to here-in and no claim shall be made against the School District as a result of a denial of insurance benefits by an Insurance carrier.

Subd. 9.3 Duration of Insurance Contribution: The Business Manager is eligible for School District contribution as provided in this Article as long as the Business Manager is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Business Manager may remain in the plan for 18 months by paying his/her own premium as provided by M.S. 62A.17.

Subd. 9.4 Eligibility: The School District contribution will be provided to all Business Managers and provided on a pro rata basis for those Business Managers working 25 hours or more per week. All Business Managers may participate in CORE BENEFITS.

Subd. 9.5 Benefits: The School District will contribute to the High School Principal's account under the MACCRAY ISD 2180 Flexible Benefits Plan on a monthly basis during the term of the High School Principal's employment, amount of **\$15,000 for 2021-2022, and \$15,000 for 2022-2023**, which the High School Principal may elect to apply toward the cost of benefits available under the Flexible Benefits Plan or to receive in cash. –CORE BENEFITS – 1. Health and Hospitalization insurance. The School District will provide Life Insurance of \$50,000 and ~~\$100,000 for 2018-2021~~ and Long Term Disability coverage.

ARTICLE 10 - LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.11 All full-time Business Managers shall earn sick. Leave at the rate of (144 hours) (18 Days) for each year of employment in the school district. All Business Managers will be credited one-year sick leave allowance upon completion of their first day of service. Deductions for absences will be made on the same basis as granted. Part Time Business Managers will accrue and be charged sick leave on a pro rata basis.

Subd. 10.12 Unused sick leave days may accumulate to a maximum credit of (1008 hours) (126 Days) of sick leave per Business Manager.

Subd. 10.13 Sick leave with pay shall be allowed whenever a Business Manager absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 10.14 The Business Manager's sick leave may be allowed for absences due to an illness of the Business Manager's spouse, parent and child as covered by M.S. 181.9413, on the same terms the Business Manager is able to use sick leave benefits for the Business Manager own illness.

Subd. 10.15 The School District may require the Business Manager to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicated such absence was due to illness in order to qualify for sick leave pay.

Subd. 10.16 In the event that a medical certificate will be required, the Business Manager will be so advised within two (2) working days of return to work.

Subd. 10.17 Sick leave allowed shall be deducted from the accrued sick leave days earned by the Business Manager.

Subd. 10.2 Holidays and Vacation:

Subd. 10.21 The Business Manager shall receive the following paid holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, July 4th, and two (2) Floating Days.

Subd. 2, The Business Manager shall be entitled to (144 hours) (18 Days) vacation with pay:

Subd. 10.3 Bereavement Leave: Five (5) day's bereavement leave per death in the immediate will be granted. Immediate family is to be defined as follows: wife or husband, mother or father, son or daughter, son-in-law or daughter-in-law, mother-in-law or father-in-law, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law. Up to two (2) additional days may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave.

Subd. 10.4 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.

Subd. 10.5 Child Care Leave:

Subd. 10.51 A child care leave may be granted by the School District, subject to the provisions of this section to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 10.52 A Business Manager making application of childcare leave shall inform the Superintendent in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave. In case of adoption, the two (2) calendar month notification shall be waived.

Subd. 10.53 If the reason for the child care leave is occasioned by pregnancy, a Business Manager may elect to utilize sick leave pursuant to the sick leave provision of the Agreement in lieu of seeking childcare pursuant to this Section. A pregnant Business Manager will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said Business Manager making application & receiving approval for childcare leave under this Agreement's terms may also qualify for sick leave based on the terms of this Agreement provided the sick leave shall not be used between the beginning and ending dates of the childcare leave.

Subd. 10.54 Three days of the yearly accrued sick leave may be allowed for an adoption of a child by a person covered under this master agreement. Pay shall be allowed for this leave and the days of absence shall be deducted from their sick leave.

Subd. 10.55 The school district may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave coincide with some natural breaks in the school year – i.e. winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like. The availability of a substitute may also be considered by the school board in the granting of a child care leave or the duration thereof.

Subd. 10.56 In making a determination concerning the commencement & duration of a child care leave, the board shall not, in any event, be required to: 1. Grant any leave more than 12 months in duration., 2. Permit the Community Ed Director /Business Manager to return to his or her employment prior to the date designated in the request for Child cares leave.

Subd. 10.57 A Business Manager returning from childcare leave shall be re-employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 10.58 Failure of the Business Manager to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the Business Manager mutually agrees to an extension of the leave.

Subd. 10.59 A Business Manager who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes, seniority, and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The Business Manager shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10.50A Business Manager on Child Care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the Business Manager wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group's insurance programs, however, will terminate if the Business Manager does not return to the School District pursuant to this section.

Subd. 10.6 Personal Leave:

Subd. 10.61 At the beginning of the school year, each Business Manager shall be granted Two (2) days of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of this agreement. ~~Unused Personal Days will be reimbursed at 50% for 2017-2018 and 100% for 2018-2021.~~

Subd. 10.62 Requests for personal leave must be made in writing to the Superintendent of Schools at least one (1) day in advance, except in the event of emergencies. All personal leaves must have prior approval.

Subd. 10.7 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval.

ARTICLE 11 – RETIREMENT SAVINGS PLAN

Tax-Sheltered Annuities: The Business Manager is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The School District shall match the Business Manager's Section 403(b) contributions up to **\$3300** per year.

ARTICLE 12 - GRIEVANCE PROCEDURE

Subd. 13.1 Grievance Definition: A "grievance" shall mean an allegation by an Athletic Director/Business Manager resulting in a dispute or disagreement between the Athletic Director/Business Manager and the School District as to the interpretation or application of terms and conditions contained in this agreement.

Subd. 13.2 Representative: The Business Manager or School District may be represented during any stop of the procedure by any person or agent designated by such part to act in his behalf.

Subd. 13.3 Definitions and Interpretations:

Subd. 13.31 Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 13.32 Days: Reference to day regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated a legal holiday by State Law.

Subd. 13.33 Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period to time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, or Sunday, a legal holiday, in which event the period runs until the end of the next day, which is not a Saturday, a Sunday or a legal holiday.

Subd. 13.34 Filing and Postmark: The filing or service of any notice or document herein shall be timely. It is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 13.4 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within **TWENTY DAYS (20)** after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one leave to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Business Manager and the District.

Subd. 13.5 Adjustment of Grievance: The School District and Business Manager shall attempt to adjust all grievances which may arise during the course of Employment of any Business Manager within the District in the following manner:

Subd. 13.51 Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within **FIVE DAYS** after the receipt of the written grievance.

Subd. 13.52 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School District, provided such appeal is made in writing within **FIVE DAYS** after receipt of the decision in Level I. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within **FIFTEEN DAYS** after the meeting, the School District, a committee or representative of the board may be designed by the board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Subd. 13.6 School District Review: The School District reserves the right to review any decision issued under Level I of this procedure provided the School District or its representative notify the parties of its intention to review within **TEN DAYS** after the decision has been rendered. In the event the School District reviews a grievance under this section, the School District reserves the right to reserve or modify such decision.

Subd. 13.7 Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Business Manager may appeal it to the next level.

Subd. 13.8 Arbitration Procedures: In the event that the Business Manager and the School District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 13.81 Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within **TEN DAYS** following the decision in Level II of the Grievance procedure.

Subd. 13.82 Prior Procedures Required: No grievance shall be considered by the Arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 13.83 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within **TEN DAYS** after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PELRA to appoint an arbitrator, pursuant to MS 179.70 subd. 4, providing such request is made within **TWENTY DAYS** after request for arbitration. The request shall ask that the appointment be made within **THIRTY DAYS** after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PELRA within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 13.84 Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party and the School District shall **five days** prior to the arbitration hearing forward to the arbitrator the submission of the grievance which shall include the following: 1. The issue involved, 2. Statement of the facts, 3. Position of the grievant, & 4. The written documents relating to Article 12 Sections 4 and 5 of the grievance procedure..

Sub. 13.85 Hearing: The grievance shall be heard by a single arbitrator *and both parties may be represented by such person or persons* as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Sub. 13.86 Decision: the decision by the arbitrator shall be rendered within **THIRTY DAYS** after the close of the hearing. decision by the arbitrator in cases properly before him shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions are provided by in the PELRA.

Subd. 13.87 Expense: Each party shall bear its own expense in connection with arbitration including expenses relating to the parties representatives, witness, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the Arbitrator, the cost of the transcript or recording if requested by either or both parties, and other expenses, which the parties mutually agree, are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 13.88 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreement relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to propose changes, in terms and conditions of employment as defined herein and contained in this written agreement; not shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. The jurisdiction of the arbitrator shall include, but is not limited to, such areas of discretion or policy as the functions and programs of the employer. Its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in the order the arbitrator shall give due consideration to the statutory rights and obligations of the public school district to efficiency manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 13.89 Duplication: A party shall not institute a grievance action & a Court action on the same action & time..

ARTICLE 13 - Indemnification and Provision of Counsel

Subd. 15.1 In the event that an action is brought or a claim is made against the Business Manager arising out of or in connection with Business Manager's employment, and the Business Manager is acting within the scope of employment or

official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

ARTICLE 14 - Duration

Subd. 15.1 Term of Contract: This Agreement shall remain in full force and effect for a period commencing July 1, 2021 except as specifically provided otherwise in the Agreement, through June 30, 2023 and thereafter until modified or terminated pursuant to the PELRA of 1971 as amended.

Subd. 15.2 Modification: if either party desires to modify or terminate this Agreement effective on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

Subd. 15.3 Effect: This Agreement constitutes the full and complete agreement between the District and the Business Manager. The provision herein Supersedes and takes precedence over any and all prior Agreement, resolutions, practices, district policies, rules or regulations concerning the terms and conditions of employment.

Subd. 15.4 Finality: It is further agreed that any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Subd. 15.5 Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under and circumstances is held invalid, it shall not affect any other provision of the Agreement or the application of any provisions thereof under different circumstances.

SCHEDULE A - Business Manager

2021-2022	\$ 70,000	2022-2023	\$ 71,750
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Agreed to as the full and complete settlement of the terms and conditions of employment by the signatures of the following representatives of the District and the Business Manager.

Business Manager

For: MACCRAY School Board

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

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 2021.

Business Manager

School Board Chair

School Board Clerk



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

SUPERINTENDENT CONTRACT

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No.2180, Clara City, Minnesota, hereinafter referred to as the School District, and Sherri Broderius, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

ARTICLE II APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with M.S.123B.143.

ARTICLE III LICENSE

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV DURATION, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of 2 years commencing on July 1, 2021 and ending on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

The School Board, at its discretion, may or may not enter into a subsequent Contract. Such a Contract may not be extended during its term. However, during the last three hundred sixty-five (365) days of such a Contract, a School Board may or may not negotiate and enter into a subsequent Contract to take effect upon the expiration of the existing Contract. Such subsequent Contract must be contingent upon the Superintendent completing the terms of the existing Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1, above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. 123B.143, Subd. 1. Three (3) to six (6) months prior to the expiration of this Contract, at the Superintendent's written request, the School board shall conduct a performance evaluation of the Superintendent pursuant to M.S. 13D.05, Subd. 3.

Section 3. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be

selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent. Either party can unilaterally terminate this contract with a 90 day notice or at the end of the school year.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

ARTICLE V DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE VI DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Superintendent's duty year shall be for the entire twelve (12)-month Contract year, and the Superintendent shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy. The Superintendent may work from home as agreed upon by Superintendent and Business Manager, not to exceed 2 days per week.

Section 2. Vacation: The Superintendent shall earn twenty (20) working days (160 hours) of annual paid vacation each Contract year.

Section 3. Holidays: The Superintendent shall be entitled to seven (9) paid holidays as designated by the School Board each Contract year. Those paid holidays shall be New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 18 days (144 hours) each year, and earned sick leave may accumulate to a maximum of 130 days (1152 hours).

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Bereavement Leave: The Superintendent shall be granted up to 5 days of bereavement leave for a death within the Superintendent's immediate or close family/friends. The time utilized shall be in a reasonable amount. Days utilized will not be deducted from sick leave.

Section 7. Emergency Leave: The Superintendent may be granted paid emergency leave at the discretion of the School Board.

Section 8. Jury Service: The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Disability: If the Superintendent is unable to perform his/her regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School Board shall provide additional paid sick leave at a salary equal to sixty (60) percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

Section 11. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

Section 12. Personal Leave: The Superintendent shall be entitled to 3 personal days (24 hrs) each year.

ARTICLE VIII OTHER BENEFITS

Section 1. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. Attendance at out of state conferences and meetings shall require the prior approval of the School Board. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 2. National Convention: The District will pay for eligible expenses to attend the National Convention every 2-3 years.

Section 3. Tax-Sheltered Annuities: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02 Subd. 15. School District policy, and as otherwise provided by law. The School District shall match the Superintendent's Section 403(b) contributions of the maximum amount allowed by IRS rules in each calendar year. (Paid from Jan. 1-June 30)

ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$122,000 for the 2021-2022 Contract year, and \$126,000 for the 2022-2023 Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 24 equal installments during the Contract year.

ARTICLE X OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his/her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. Other Applicable Provisions:

Subd. 1. Superintendent Goals and Objectives. The Superintendent and the School Board shall mutually work to develop Superintendent goals and objectives. Such goals and objectives shall be approved by the School Board annually on or about August 1 of each year of the Contract. A required goal in each year of the Contract shall be that the Superintendent shall make visits to and be visible and accessible in each of the 3 buildings of the District.

ARTICLE XI
SEVERABILITY

The provisions of this Contract 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 this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed
my signature this ____ day of
_____, 2021.

IN WITNESS WHEREOF, we have subscribed
our signatures this ____ day of
_____, 2021.

Superintendent

School Board Chair

School Board Clerk



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2021 – JUNE 30, 2023**

**ADMINISTRATIVE ASSISTANTS
ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and the Administrative Assistants, hereinafter referred to as the Secretaries, who agrees to perform the duties as Secretaries for the School District.

**ARTICLE II
DUTIES**

The Secretaries shall perform intermediate administrative work performing a variety of secretarial and clerical tasks in an office environment, and related work as apparent or assigned. Work is performed under the general direction of the Activities Director, Counselor, Special Education Coordinator, Principal, Business Manager and Superintendent. The Secretaries shall perform all duties incident to the position of Secretaries and such other duties as may be prescribed by the Activities Director, Counselor, Special Education Coordinator, Principal, Business Manager, Superintendent and School Board from time to time. The Secretaries shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The SECRETARIES recognize that the DISTRICT is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The SECRETARIES recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The SECRETARIES recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The SECRETARIES also recognize the right of the DISTRICT or its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Week: The Secretaries weekly hours for July 1, 2021 through June 30, 2023 shall be 34 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The Secretaries shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

Subd. 1, Secretaries will work an additional ten (10) days before the start of the teacher start date and ten (10) day after the teacher end date.

Subd. 1, Secretaries will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Subd. 2, The DISTRICT reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. Secretaries called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. Secretaries should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

All Secretaries will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. School Closing:

In the event that school is officially closed prior to the Secretaries starting time, and the Secretary is not required to report to work by his/her immediate supervisor, he/she will receive no compensation for that day. Should school be officially closed after the Secretaries regular starting time and the Secretary has reported to work or school is delayed he/she will be compensated for his/her regular full day's work.

Section 4. Sick Leave: The Secretaries shall earn paid sick leave at the rate of ten (10) days per year (85 hrs) and earned sick leave may accumulate to a maximum of seventy (70) days (595 hrs).

Subd. 1, The DISTRICT may require a Secretary to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Secretary will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave days earned by the Secretary.

Subd. 3: In the case of illness in the Secretaries immediate family, sick leave may be used as in the case of the Secretaries personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the Secretaries or other significant personal relationship.

Section 5. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1, The Secretaries shall be granted two (2) days of personal leave each year with no loss of pay, accumulative to three (3) days, for situations that arise requiring the Secretaries personal attention which cannot be attended to when school is not in session.

Subd. 2, Secretaries shall be granted one (1) day of sick leave to use as an additional personal day upon notification by the Secretary. Secretaries may request this one (1) additional personal day from their accumulated sick leave once the accumulated personal leave has been used. (Total of 4 days possible)

Section 6. Child Care Leave:

Child care leave without pay may be granted upon a written request by the Secretary with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the Secretary shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 7. Extended Leave:

A Secretary may be granted an extended leave without pay for a period of time mutually agreed upon. The Secretary may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 8. Holiday and Vacation:

Subd. 1, The Secretaries shall receive the following paid holidays:

Labor Day, Thanksgiving, Christmas Day, New Year's Eve Day, Good Friday, and Memorial Day.

Section 9. Bereavement:

Subd. 1, The Secretaries will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship per crisis. Additional time requests may

come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 10. Jury Service:

A Secretary who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 11. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 12. Secretary Leave:

The Secretaries will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Health and Medical Benefit:

For the time period of July 1, 2021 through June 30, 2023 the District will provide the annual amount of \$7200 to be applied to each individual District Group Health Insurance Premium.

Section 2. Eligibility:

The School District contribution will be provided to all Secretaries and provided on a pro rata basis for those Secretaries employed on a part time bases. The District's Health Insurance is available to any Secretary working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment.

Section 3. Duration of Insurance Contribution:

A Secretary is eligible for School District contribution as provided in this Article as long as the Secretary is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Secretary may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring Secretary may stay on the policy indefinite via MS 471.61 by paying the monthly premium.

Section 4. Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE VII
COMPENSATION**

Section 1. Hourly Wage and Overtime: The Base hourly wage for new Secretaries hired from July 1, 2021 through June 30, 2022 will be \$14.50/hour and \$15.25/hour from July 1, 2022 through June 30, 2023. The Secretaries shall be paid an hourly wage increase of \$.50/hour from July 1, 2021 through June 30, 2022 and

\$1.00/hour from July 1, 2022 through June 30, 2023. In addition to the base salary, overtime will be allowed with advance permission from the Building Principal or Superintendent of Schools.

Section 2. Sub Calling Allowance:

Secretaries, (One per school) will receive an additional **\$1.25**/hour for substitute calling. Secretaries are to record the additional amount of time for sub calling and enter the time as a note to the TimeClock Plus upon arrival at work and clocking in for the day. (20-22, Sue, Lindsey, Katie, **\$1.25** will be transferred if Sub calling duties change.)

Section 3. Safety and Security: Secretaries that oversee the doors/cameras, will receive an additional \$.25 per hour for the added responsibility of our safety and security. (21-22, Sue, Lindsey, Katie, Kathi)

Section 4. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

Section 5. E-Learning Days: Work with your supervisor/business office to **either** make up time **or clock in and work on E-Learning/Snow Days.msrs**

Section 6. 403B: Each Secretary will receive a \$600 match annually for 403B.

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Dues:The Secretaries are encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The Secretaries shall present appropriate statements for approval as provided by law.

**ARTICLE VIII
DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION
DURING THE TERM,
AND MUTUAL CONSENT**

Section 1. Duration: The Terms and Conditions of Employment will commence on July 1, 2021, and end on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Secretaries or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Secretaries: The Secretaries shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the Secretaries as to the School Board's intent to enter into a new the Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Secretaries shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the Secretaries employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the Secretaries or until the School Board provides fifteen (15) calendar days of written notice of the termination of a Secretaries employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the Secretaries for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the Secretary and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a Secretary during the term of the Terms and Conditions of Employment for cause it shall notify the Secretary in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a Secretary.

**ADMINISTRATIVE ASSISTANTS
ARTICLE IX
SEVERABILITY**

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
_____, 2021.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 2021.

Secretary

School Board Chair

School Board Clerk



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2021 – JUNE 30, 2023**

**CUSTODIANS
ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and the Custodians, hereinafter referred to as the Custodians, who agrees to perform the duties as Custodians for the School District.

**ARTICLE II
DUTIES**

The Custodians shall perform intermediate manual work cleaning and caring for school buildings and grounds, and related work as apparent or assigned by the School District and shall serve under the direction of the Building and Grounds Director, Building Principal, and Superintendent. The Custodians shall perform all duties incident to the position of Custodian and such other duties as may be prescribed by the Building and Grounds Director, Principal, and Superintendent from time to time. The Custodians shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The CUSTODIANS recognize that the DISTRICT is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The CUSTODIANS recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The CUSTODIANS recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The CUSTODIANS also recognize the right of the DISTRICT or its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed

necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Week: The Custodians weekly hours for July 1, 2021 through June 30, 2023 shall be 40 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The Custodians shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Custodians shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Subd. 1. Custodians will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor, and it is understood that situations may arise that prevent the employee from taking a break.

Subd. 2. The DISTRICT reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. Employees called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. Employees should only return to work if called back due to an emergency.

Section 2: Shifts and Starting Time:

All employees will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3: School Closing:

Subd. 1. In the event that school is officially closed prior to the Custodians starting time, and the Custodian is not required to report to work by his/her immediate supervisor, he/she will receive no compensation for that day. Should school be officially closed after the Custodian's regular starting time and the Custodian has reported to work he/she will be compensated for his/her regular full day's work.

Subd. 2. Custodians whose work day begins after 2:30 P.M. have the option of reporting to work, as scheduled, work the shift, and be paid for their regular shift or to not report to work, and receive no pay. Custodians who choose not to work may use vacation time or personal leave for the day absent from work.

Section 4: Building Checks:

Subd. 1. When a custodian not on duty, is required to perform a building/boiler check, he/she shall be paid for a total of 1 hour at 1.5 times the normal hourly rate for each building check as designated by the District. Pre-approval required. The building and boiler checks referred to may be conducted both on weekends and on holidays.

Section 5. Sick Leave: The Custodians shall earn paid sick leave at the rate of 12 days per year (96 hrs.) and earned sick leave may accumulate to a maximum of seventy-five (75) days (600 hrs.).

Subd. 1. The DISTRICT may require an Custodian to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Custodian will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 3: In the case of illness in the Custodian's immediate family, sick leave may be used as in the case of the Custodian's personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the Custodian or other significant personal relationship.

Section 6. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1. The Custodians shall be granted Two (2) days (16 hours) of personal leave each year with no loss of pay. Days are to be used by June 30 of current fiscal year.

Section 7. Child Care Leave:

Child care leave without pay may be granted upon a written request by the Custodian with the extent of leave to be mutually agreed upon by the Custodian and the School Board. Upon return from such leave, the Custodian shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 8. Extended Leave:

A Custodian may be granted an extended leave without pay for a period of time mutually agreed upon. The Custodian may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 9. Holiday and Vacation:

Subd. 1. The Custodians shall receive the following paid holidays:

New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and two (2) floating days.

Subd. 2. The Custodians shall be entitled to the following vacations with pay:

<u>YEARS OF SERVICE</u>	<u>WEEKS OF VACATION</u>	<u>WORKING DAYS</u>
1	2	10 (80 hrs)
11	3	15 (120 hrs)
20	3.6	18 (144 hrs)

Subd. 3, Conditions:

Earned vacation will be assigned on a pro-rated basis July 1. New employees must be employed at least 60 calendar days prior to using earned vacation.

Section 10. Bereavement:

Subd. 1, The Custodians will be allowed five (5) days (40 hours) of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship per crisis. Additional time requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Section 11. Jury Service:

A Custodian who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 12. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 13. Professional Leave:

The Custodians will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Health and Medical Benefit:

The District will provide the annual amount of \$7200 per year to be applied to each individual District Group Health Insurance Premium.

Section 2. Eligibility:

The School District contribution will be provided to all Custodians and provided on a pro rata basis for those Custodians employed on a part time bases. The District's Health Insurance is available to any Custodian working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment.

Section 3. Duration of Insurance Contribution:

A Custodian is eligible for School District contribution as provided in this Article as long as the Custodian is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Custodian may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring the Custodian may stay on the policy indefinite via MS 471.61 by paying the monthly premium.

Section 4. Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE VII
COMPENSATION**

Section 1. Hourly Wage and Overtime:

Subd. 1, The Base hourly wage for new Custodians hired from July 1, 2021 through June 30, 2022 will be **\$15.50/hour** and **\$15.75/hour** from July 1, 2022 through June 30, 2023. The Custodians shall be paid an hourly wage increase of **\$.50/hour** as determined from July 1, 2021 through June 30, 2022 and **\$.50/hour** from July 1, 2022 through June 30, 2023. In addition to the base salary, overtime will be allowed with advance permission from the Buildings and Grounds Director or Superintendent of Schools.

Subd. 2, Evening custodians will receive a shift differential in hourly pay of \$.50 per hour. This is payable every day during the school year even if the evening custodian is called in earlier. Summer hours will not have the shift differential.

Subd. 3, The Buildings and Grounds Director will receive an additional **\$6500** annually for duties and responsibilities associated with the position **and an additional \$400 toward 403B.**

Section 2. Boiler License Allowance:

Custodians will achieve their boilers license and are required to maintain a current license. The District will pay for the class and books. Custodians will pay for the license and renewal. Custodians are encouraged to use a school vehicle if available, if not available mileage will be reimbursed at the IRS rate. The following Boiler License allowance will be payable on June 15.

Chief License:	\$1,100/year
First Class:	\$ 800/year
Second Class:	\$ 500/year

Section 3. Lead Custodian: The designated Lead Custodian at each building will receive a stipend for the additional duties based on years of experience:

0-9	\$1000/year
10-19	\$1250/year
20+	\$1500/year

(SY 21-22 Lead Custodians are East = Curt Dirksen, West = Matt Tebben, HS = Noel Emkes.)
(SY 22-23 ???????.)

Section 4. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

Section 5. 403B: Each Custodian will receive a **\$600 match annually for 403B.**

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Dues:

The Custodians are encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues such

organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The Custodians shall present appropriate statements for approval as provided by law.

ARTICLE VIII
DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION
DURING THE TERM,
AND MUTUAL CONSENT

Section 1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2021, and end on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Custodians or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Custodians:

The Custodians shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the Custodians as to the School Board's intent to enter into a new the Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Custodians shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the Custodians employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the Custodians or until the School Board provides fifteen (15) calendar days of written notice of the termination of the Custodian's employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the Custodians for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the Custodians and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a Custodian during the term of the Terms and Conditions of Employment for cause it shall notify the Custodian in writing of the proposed grounds for termination.

Section 5. Mutual Consent: The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a Custodian.

**ARTICLE IX
SEVERABILITY**

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
_____, 2021.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 2021.

Custodian

School Board Chair

School Board Clerk



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2021 – JUNE 30, 2023**

**FOOD SERVICE
ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and the Food Service Staff, hereinafter referred to as the Cooks, who agrees to perform the duties as Food Service Staff for the School District.

**ARTICLE II
DUTIES**

The Cooks shall perform food service work performing a variety of food service tasks in a kitchen environment, and related work as apparent or assigned. Work is performed under the general direction of the Food Service Director and Superintendent. The Cooks shall perform all duties incident to the position of Cooks and such other duties as may be prescribed by the Food Service Director, Superintendent and School Board from time to time. The Cooks shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The COOKS recognize that the DISTRICT is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The COOKS recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The COOKS recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The COOKS also recognize the right of the DISTRICT or its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed

necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Week: The Cooks weekly hours for July 1, 2021 through June 30, 2023 shall be 24-35 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The Cooks shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

Subd. 1, Cooks will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Subd. 2, The DISTRICT reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. Cooks called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. Cooks should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

All Cooks will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. School Closing:

In the event that school is officially closed prior to the Cooks starting time, and the Cook is not required to report to work by his/her immediate supervisor, he/she will receive no compensation for that day. Should school be officially closed after the Cooks regular starting time and the Cook has reported to work or school is delayed he/she will be compensated for his/her regular full day's work.

Section 4. Sick Leave: The Cooks shall earn paid sick leave at the rate of nine (9) days per year (72 hrs) and earned sick leave may accumulate to a maximum of sixty three (63) days (504 hrs).

Subd. 1, The DISTRICT may require a Cook to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Cook will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave hours earned by the Cook.

Subd. 3: In the case of illness in the Cooks immediate family, sick leave may be used as in the case of the Cooks personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the Cooks or other significant personal relationship.

Section 5. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1, The Cooks shall be granted one (1) day of personal leave each year with no loss of pay, accumulative to two (2) days, for situations that arise requiring the Cooks personal attention which can-not be attended to when school is not in session.

Subd. 2, Cooks shall be granted one (1) day of sick leave to use as an additional personal day upon notification by the Cook. Cooks may request this one (1) additional personal day from their accumulated sick leave once the accumulated personal leave has been used.

Section 6. Child Care Leave:

Child care leave without pay may be granted upon a written request by the Cook with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the Cook shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 7. Extended Leave:

A Cook may be granted an extended leave without pay for a period of time mutually agreed upon. The Cook may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 8. Holiday and Vacation:

Subd. 1, The Cooks shall receive the following paid holidays:

Thanksgiving, Christmas Day and New Year's Eve Day, and Good Friday.

Section 9. Bereavement:

Subd. 1, The Cooks will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship. Additional time requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 10. Jury Service:

A Cook who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 11. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 12. Cook Leave:

The Cooks will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Health and Medical Benefit:

For Head Cooks for the time period of July 1, 2021 through June 30, 2023 the District will provide the annual amount of \$7200 to be applied to each individual District Group Health Insurance Premium.

Section 2. Eligibility:

The District's Health Insurance is available to any Assistant Cook working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment (\$0).

Section 3. Duration of Insurance Contribution:

A Head Cook is eligible for School District contribution as provided in this Article as long as the Head Cook is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Head Cook may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring Head Cook may stay on the policy indefinite via MS 471.61 by paying the monthly premium.

Section 4. Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE VII
COMPENSATION**

Section 1. Hourly Wage and Overtime:

Subd. 1, The Base hourly wage for new Head Cooks hired from July 1, 2021 through June 30, 2022 will be \$17.25/hour and \$17.50 for July 1, 2022 to June 30, 2023. Head Cooks are required to hold a Serve Safe Certification and MN License.

The Base hourly wage for new Assistant Cooks hired from July 1, 2021 through June 30, 2022 will be \$15.25/hour and \$15.50 for July 1, 2022 to June 30, 2023.

The Base hourly wage for new Dishwasher/Prep hired from July 1, 2021 through June 30, 2022 will be \$13.25/hour and \$13.50 for July 1, 2022 to June 30, 2023.

The Cooks shall be paid an hourly wage increase of \$0.50/hour from July 1, 2021 through June 30, 2022 and \$0.50/hour from July 1, 2022 through June 30, 2023. In addition to the base salary, overtime will be allowed with advance permission from the Building Principal or Superintendent of Schools.

Subd. 2. Hourly rate of \$25 per hour for kitchen work for outside the district events. (Craft sale, etc.)

Section 2. Certificate in School Nutrition Allowance:

All Head Cooks and Directors are required to maintain a Level 1 Certificate. The District will pay for the class and books. Cooks/Directors will pay all fees associated with certification. Cooks/Directors are required to use a school vehicle if available or forfeit mileage reimbursement. If no school vehicle is available, mileage will be reimbursed at the IRS rate. The following certification annual allowance will be payable in June when proof of certificate is presented to the business office.

- Level 1: \$300 (Assistant Cooks only)
- Level 2: \$600
- Level 3: \$900
- Level 4: \$1200

SECTION 3. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Dues:

The Cooks are encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The Cooks shall present appropriate statements for approval as provided by law.

**ARTICLE VIII
DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION
DURING THE TERM,
AND MUTUAL CONSENT**

Section 1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2021, and end on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Cooks or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Cooks:

The Cooks shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the Cooks as to the School Board's intent to enter into a new the Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Cooks shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the Cooks employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the Cooks or until the School Board provides fifteen (15) calendar days of written notice of the termination of a Cooks employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the Cooks for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the Cook and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a Cook during the term of the Terms and Conditions of Employment for cause it shall notify the Cook in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a Cook.

**ARTICLE IX
SEVERABILITY**

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
_____, 2021.

Cook

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 2021.

School Board Chair

School Board Clerk



MACCRAY Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2021 – JUNE 30, 2023**

**PARAPROFESSIONALS
ARTICLE I
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and the Instructional Assistants, hereinafter referred to as the Paraprofessionals, who agrees to perform the duties as Paraprofessionals for the School District.

**ARTICLE II
DUTIES**

The Paraprofessionals shall perform administrative support work assisting classroom teachers with the preparation and setting up of classroom and learning materials, and related work as apparent or assigned by the School District and shall serve under the direction of the Special Education Teacher, Special Education Coordinator, Principal and Superintendent. The Paraprofessionals shall perform all duties incident to the position of Paraprofessional and such other duties as may be prescribed by the Special Education Teacher, Special Education Coordinator, Principal and Superintendent, and School Board from time to time. The Paraprofessionals shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District.

**ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The PARAPROFESSIONALS recognize that the DISTRICT is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The PARAPROFESSIONALS recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The PARAPROFESSIONALS recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The PARAPROFESSIONALS also recognize the right of the DISTRICT or its' duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

Section 3. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Week: The Paraprofessionals weekly hours for July 1, 2021 through June 30, 2023 shall be 32-40 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The Paraprofessionals shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

Subd. 1, Paraprofessionals will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Subd. 2, The DISTRICT reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. Employees called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. Employees should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

All employees will be assigned starting time and shifts as determined by the DISTRICT. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. School Closing:

In the event that school is officially closed prior to the Paraprofessionals starting time, and the Paraprofessional is not required to report to work by his/her immediate supervisor, he/she will receive no compensation for that day. Should school be officially closed after the Paraprofessional's regular starting time and the Paraprofessional has reported to work or school is delayed he/she will be compensated for his/her regular full day's work.

Section 4. Sick Leave: The Paraprofessionals shall earn paid sick leave at the rate of nine (9) days per year (72 hrs) and earned sick leave may accumulate to a maximum of sixty three (63) days (504 hrs).

Subd. 1, The DISTRICT may require a Paraprofessional to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Paraprofessional will be so advised.

Subd. 2: Sick leave allowed shall be deducted from the accrued sick leave days earned by the Paraprofessional.

Subd. 3: In the case of illness in the Paraprofessional's immediate family, sick leave may be used as in the case of the Paraprofessional's personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the Paraprofessional or other significant personal relationship.

Section 5. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District. Personal days are not to be taken the day before or the day after a holiday, or at the beginning or ending of the school year.

Subd. 1, The Paraprofessionals shall be granted one (1) day of personal leave each year with no loss of pay, accumulative to two (2) days, for situations that arise requiring the Paraprofessional's personal attention which can-not be attended to when school is not in session.

Subd. 2, Paraprofessionals shall be granted one (1) day of sick leave to use as an additional personal day upon notification by the Paraprofessional. Paraprofessionals may request this one (1) additional personal day from their accumulated sick leave once the accumulated personal leave has been used.

Section 6. Child Care Leave:

Child care leave without pay may be granted upon a written request by the Paraprofessional with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the Paraprofessional shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 7. Extended Leave:

A Paraprofessional may be granted an extended leave without pay for a period of time mutually agreed upon. The Paraprofessional may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 8. Holiday and Vacation:

Subd. 1, The Paraprofessionals shall receive the following paid holidays:
Thanksgiving, Christmas Day, New Year's Eve, and Good Friday.

Section 9. Bereavement:

Subd. 1, The Paraprofessionals will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship per crisis. Additional time requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 10. Jury Service:

A Paraprofessional who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 11. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 12. Professional Leave:

The Paraprofessionals will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI
HEALTH BENEFIT**

Section 1. Eligibility:

The District's Health Insurance is available to any Paraprofessional working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment (\$0).

**ARTICLE VII
COMPENSATION**

Section 1. Hourly Wage and Overtime:

Subd. 1. The Base hourly wage for new Paraprofessionals hired from July 1, 2021 through June 30, 2022 will be \$14.50/hour and \$15.25/hour from July 1, 2022 through June 30, 2023. The Paraprofessionals shall be paid an hourly wage increase of \$1.00/hour from July 1, 2021 through June 30, 2022 and \$1.00/hour from July 1, 2022 through June 30, 2023. In addition to the base salary, overtime will be allowed with advance permission from the Building Principal or Superintendent of Schools.

SECTION 2. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate.

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Highly Qualified:

Subd. 1. Paraprofessionals working in school-wide Title 1 schools, including paraprofessionals supporting students receiving special education services in those schools, must meet the requirements to be highly qualified. Paraprofessionals that are hired without this designation must complete the requirements within 6 months from the date of hire. Paraprofessionals who are currently employed as a Paraprofessional will have six (6) months from the date of ratification of the Terms and Conditions of Employment to complete the requirements.

Section 2. Supervision:

Subd. 1. Paraprofessionals may be assigned to supervise playground, cafeteria, bus loading zones, and classrooms. Paraprofessionals will be compensated at their regular rate of pay for all hours worked.

Section 3. District Sites:

Subd. 1, Paraprofessionals may be assigned to any of the schools within the District at any time as determined by administration.

Section 4. Type III Transportation:

Subd. 1, Paraprofessionals hired after May 31, 2015 may be required to transport students using school vehicles. **Paraprofessionals must complete the Type III Driver Training.** Paraprofessionals will be compensated at their regular rate of pay for all hours worked.

Section 5. E-Learning Days

Subd. 1. Paraprofessionals will have the opportunity to complete preplanned school related work on E-Learning Days **or do distance learning para work as directed by the supervising teachers and/or principals.**

**ARTICLE VIII
DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION
DURING THE TERM,
AND MUTUAL CONSENT**

Section 1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2021, and end on June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Paraprofessionals or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Paraprofessionals:

The Paraprofessionals shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the Paraprofessionals as to the School Board's intent to enter into a new Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Paraprofessionals shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the Paraprofessionals employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the Paraprofessionals or until the School Board provides fifteen (15) calendar days of written notice of the termination of a Paraprofessionals employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the Paraprofessionals for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the Paraprofessional and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a Paraprofessional during the term of the Terms and Conditions of Employment for cause it shall notify the Paraprofessional in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a Paraprofessional.

**ARTICLE IX
SEVERABILITY**

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 _____, 2021.

IN WITNESS WHEREOF, we have subscribed
our signatures this ____ day of _____, 2021.

Instructional Assistant

School Board Chair

School Board Clerk