

MACCRAY ISD 2180
Clara City, MN 56222
MACCRAY Board Room
Monday, April 8, 2024
6:00 pm

TENTATIVE AGENDA

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

- 1.0 Call to Order
- 2.0 Pledge of Allegiance
- 3.0 Approval of the Agenda/Additions/Deletions
- 4.0 Public Comment -none
- 5.0 Consent Agenda – Action Required
 - 5.1 Adoption of Minutes
 - 5.2 Approve payment of bills and financial reports.
 - 5.3 Approve FMLA Request - A. Hilbrands
 - 5.4 Approve Business Manager Contract.
 - 5.5 Approve Technology Director Contract.
 - 5.6 Approve Custodial Terms and Conditions.
 - 5.7 Approve Administrative Assistants Terms and Conditions.
 - 5.8 Approve Food Service Director Contract.
 - 5.9 Approve Food Service Terms and Conditions.
 - 5.10 Approve Paraprofessionals Terms and Conditions.
 - 5.11 Approve Elementary Principal Contract.
 - 5.12 Approve MS/HS Principal Contract.
 - 5.13 Approve Media Assistants Terms and Conditions.
 - 5.14 Approve District Admin. Assist. for MARSS Contract
 - 5.15 Approve District Business Office Assistant - Payroll Contract.
 - 5.16 Approve Activities Director Contract.
 - 5.17 Approve MS-HS Dean of Students.
 - 5.18 Approve Teacher Contract - R. Hogrefe
 - 5.19 Approve Sam Peterson - Volunteer for Golf.
 - 5.20 Approve Employment Agreement with Paraprofessional - M. Grates
 - 5.21 Approve Community Education Director Contract. *
- 6.0 Communication Report
 - 6.1 Administrative Reports
 - 6.1.1 Jesse Westbrook, Tech Director
 - 6.1.2 Jim Trulock, Activities Director
 - 6.1.3 Mitchell Kent, Elem. Principal
 - 6.1.4 Judd Wheatley, MS/HS Principal

6.1.5 Josh Austad, Superintendent

6.2 Committee Reports

6.3 Board Discussion

7.0 Business items – Action Required

7.1 Approve one year Sabbatical - B. Johnson

8.0 Upcoming Meetings

8.1 Regular Board Meeting, Monday, May 13, MACCRAY Board Room, 6pm

8.2 Regular Board Meeting, Monday, June 10, MACCRAY Board Room, 6pm

8.3 Regular Board Meeting, Monday, July 8, MACCRAY Board Room, 6pm

9.0 Adjournment

**Minutes of the Board of Education
Independent School District #2180
Regular Meeting #9
Monday, March 11, 2024, 6:00 PM
MACCRAY Board Room**

Members Present: Julie Alsum, Mark Kasella, John Hagemeyer, Carmel Thein, Scott Ruitter
Others Present: Josh Austad, Superintendent; Judd Wheatley, MS/HS Principal; Mitchell Kent, Elementary Principal;
Jesse Westbrook, Tech Director; Billie Jo Rassat, Clara City Herald , Leanne Carmany, MACCRAY EA.

Chair Julie Alsum called the meeting to order at 6:01 pm.

Pledge of Allegiance

Motion by Ruitter, second by Thein, to approve the agenda as presented.

Motion carried by unanimous vote.

Public Comment: none

Approval of Consent Agenda:

Motion by Hagemeyer, second by Kasella, to approve the consent agenda.

Motion carried by unanimous vote. Brandt abstained.

Adoption of Minutes

Approve payment of bills and financial records.

Approve Employment Agreement with Houskeeper/Cleaner -M. Tello

Accept Teacher Resignation – L. Ford

Accept Teacher Resignation – A. Luoma

Accept Teacher Resignation – C. Thoen

Communications Reports:

Denise Smith - CER

Jim Trulock: Update on Winter Activities

Mitchell Kent: Elementary update

Judd Wheatley: MS/HS update

Josh Austad: District update.

Committee Reports: Board Discussion: none

Business Items:

Motion by Thein, second by Kasella, to approve the MACCRAY EA Master Agreement.

Motion carried by unanimous vote.

Meetings and Workshops:

Regular Board Meeting, Monday, April 8, 6pm, MACCRAY Board Room.

Regular Board Meeting, Monday, May 13, 6pm, MACCRAY Board Room.

Adjournment of Meeting

Motion by Alsum, second by Hagemeyer, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 6:42 pm.

Respectfully submitted,

Carmel Thein, Clerk

Kim Sandry, Business Manager

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

											Pay/Void			
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount	
BND2		60386	5557	Check	1	4559	ICS Consulting, LLC - 138006	S Corporation	Yes	No	No	03/04/2024	27,679.38	
Bank Total:												\$27,679.38		
Pay		60476		Wire	1	00867	PERA		No	No	No	03/15/2024	10,156.55	
Pay		60477		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	03/15/2024	31,596.71	
Pay		60478		Wire	1	2181	Aviben	C Corporation	No	No	No	03/15/2024	9,033.46	
Pay		60479		Wire	1	2385	MN Department of Revenue		No	No	No	03/15/2024	7,235.61	
Pay		60480		Wire	1	2875	Internal Revenue Service		No	No	No	03/15/2024	51,618.82	
Pay		60481		Wire	1	2985	Aviben FLEX		No	No	No	03/15/2024	2,521.21	
Pay		60533		Wire	1	00867	PERA		No	No	No	03/28/2024	558.06	
Pay		60534		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	03/28/2024	18,505.27	
Pay		60535		Wire	1	2181	Aviben	C Corporation	No	No	No	03/28/2024	2,940.00	
Pay		60536		Wire	1	2385	MN Department of Revenue		No	No	No	03/28/2024	5,233.03	
Pay		60537		Wire	1	2875	Internal Revenue Service		No	No	No	03/28/2024	33,694.55	
Pay		60547		Wire	1	00867	PERA		No	No	No	03/29/2024	12,848.91	
Pay		60548		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No	03/29/2024	34,663.42	
Pay		60549		Wire	1	2181	Aviben	C Corporation	No	No	No	03/29/2024	9,086.46	
Pay		60550		Wire	1	2385	MN Department of Revenue		No	No	No	03/29/2024	9,291.76	
Pay		60551		Wire	1	2875	Internal Revenue Service		No	No	No	03/29/2024	62,605.12	
Pay		60552		Wire	1	2985	Aviben FLEX		No	No	No	03/29/2024	2,521.21	
Pay		60369	59491	Check	1	2181	Aviben	C Corporation	Yes	No	No	03/01/2024	133.09	
Pay		60368	59492	Check	1	00105	Hillyard / Hutchinson	C Corporation	Yes	No	No	03/01/2024	2,982.42	
Pay		60370	59493	Check	1	2943	Sweep Hardware	Ind/Sole Proprietor	Yes	No	No	03/01/2024	53.03	
Pay		60371	59494	Check	1	2359	Amazon Capital Services		Yes	No	No	03/01/2024	2,444.54	
Pay		60374	59495	Check	1	00048	Clara City Telephone Company	C Corporation	Yes	No	No	03/01/2024	392.98	
Pay		60375	59496	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC	LLC - Partnership	Yes	No	No	03/01/2024	2,966.22	
Pay		60377	59497	Check	1	4016	Almich's Market	S Corporation	Yes	No	No	03/04/2024	248.09	
Pay		60378	59498	Check	1	4259	Bosch, Lindsey		Yes	No	No	03/04/2024	278.16	
Pay		60382	59499	Check	1	2877	Matheson Tri Gas	C Corporation	Yes	No	No	03/04/2024	553.55	
Pay		60381	59500	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	03/04/2024	274.57	
Pay		60380	59501	Check	1	1003	Tensen, Edith		Yes	No	No	03/04/2024	4.47	
Pay		60384	59502	Check	1	00048	Clara City Telephone Company	C Corporation	Yes	No	No	03/04/2024	43.41	
Pay		60383	59503	Check	1	4559	ICS Consulting, LLC - 138006	S Corporation	Yes	No	Yes	03/04/2024	0.00	
Pay		60385	59504	Check	1	00763	Pan-O-Gold Baking Company	C Corporation	Yes	No	No	03/04/2024	107.55	
Pay		60390	59505	Check	1	4979	Coordinated Business Systems	S Corporation	Yes	No	No	03/05/2024	3,779.16	
Pay		60392	59506	Check	1	4370	Johnson, Dana		Yes	No	No	03/05/2024	50.00	
Pay		60391	59507	Check	1	3625	Olson, Bryce		Yes	No	No	03/05/2024	50.00	
Pay		60394	59508	Check	1	5039	Donner's Garage Inc	S Corporation	Yes	No	No	03/05/2024	263.06	
Pay		60393	59509	Check	1	4697	Farm-Rite Equipment of Willmar	S Corporation	Yes	No	No	03/05/2024	2,000.00	

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

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
Pay		60395	59510	Check	1 5305		Share Corporation		Yes	No	No	03/05/2024	986.51
Pay		60396	59511	Check	1 00044		City of Clara City		Yes	No	No	03/05/2024	2,230.31
Pay		60397	59512	Check	1 3032		MN Bureau of Criminal Apprehension		Yes	No	No	03/05/2024	15.00
Pay		60399	59513	Check	1 5153		Stony Creek Dairy	Ind/Sole Proprietor	Yes	No	No	03/05/2024	2,724.09
Pay		60406	59514	Check	1 5224		Thoen, Christian		Yes	No	No	03/06/2024	176.74
Pay		60407	59515	Check	1 1063		Ehlers & Associates, Inc.	C Corporation	Yes	No	No	03/06/2024	110.00
Pay		60408	59516	Check	1 2508		KDMA	C Corporation	Yes	No	No	03/06/2024	120.00
Pay		60409	59517	Check	1 3454		Infinite Campus Inc.		Yes	No	No	03/06/2024	12,034.90
Pay		60412	59518	Check	1 5084		BROUWER, EILEEN	Ind/Sole Proprietor	Yes	No	No	03/06/2024	400.00
Pay		60414	59519	Check	1 5412		Delatorre, Leticia		Yes	No	No	03/06/2024	50.00
Pay		60411	59520	Check	1 4554		Hagemeyer, John		Yes	No	Yes	03/06/2024	0.00
Pay		60415	59521	Check	1 5413		Jimenez, Paulina		Yes	No	No	03/06/2024	210.94
Pay		60413	59522	Check	1 5411		On The Run Promotions	S Corporation	Yes	No	No	03/06/2024	733.06
Pay		60410	59523	Check	1 4094		TOOV, SARA	Ind/Sole Proprietor	Yes	No	No	03/06/2024	300.00
Pay		60416	59524	Check	1 4554		Hagemeyer, John		Yes	No	No	03/06/2024	400.00
Pay		60417	59525	Check	1 01538		PACT 4 Families Collaborative		Yes	No	No	03/06/2024	1,137.00
Pay		60423	59526	Check	1 5235		Blue Cross Blue Shield of Minnesota		Yes	No	No	03/07/2024	77,373.04
Pay		60421	59527	Check	1 3962		Indianhead Foodservice Distributor	S Corporation	Yes	No	No	03/07/2024	4,173.62
Pay		60422	59528	Check	1 3987		Sarlettes Music	Ind/Sole Proprietor	Yes	No	No	03/07/2024	29.25
Pay		60420	59529	Check	1 3554		TRIO Supply Co	S Corporation	Yes	No	No	03/07/2024	474.32
Pay		60427	59530	Check	1 3393		MASBO		Yes	No	No	03/08/2024	290.00
Pay		60426	59531	Check	1 2126		Menards - Willmar	S Corporation	Yes	No	No	03/08/2024	86.71
Pay		60425	59532	Check	1 00701		Southside Lumber	C Corporation	Yes	No	No	03/08/2024	88.50
Pay		60428	59533	Check	1 4245		Wheatley, Judd		Yes	No	No	03/08/2024	93.41
Pay		60431	59534	Check	1 2407		MRVED		Yes	No	No	03/08/2024	2,434.32
Pay		60430	59535	Check	1 1350		Southwest MN State University		Yes	No	No	03/08/2024	3,300.00
Pay		60429	59536	Check	1 00905		Trulock, James		Yes	No	No	03/08/2024	32.06
Pay		60432	59537	Check	1 00308		SW & WC Service Cooperative		Yes	No	No	03/08/2024	22,246.41
Pay		60434	59538	Check	1 00077		Farmers Coop Oil Co.	C Corporation	Yes	No	No	03/08/2024	64.96
Pay		60435	59539	Check	1 00105		Hillyard / Hutchinson	C Corporation	Yes	No	No	03/08/2024	1,131.65
Pay		60439	59540	Check	1 5399		Ashburn, Carlee		Yes	No	No	03/11/2024	22.87
Pay		60438	59541	Check	1 3988		Forum Communications Company	C Corporation	Yes	No	No	03/11/2024	274.04
Pay		60436	59542	Check	1 01073		Kandiyohi County Auditor/Treas		Yes	No	No	03/11/2024	18.18
Pay		60437	59543	Check	1 3297		Wohlman, Julie		Yes	No	No	03/11/2024	218.30
Pay		60441	59544	Check	1 01432		Chappell Central, Inc.	S Corporation	Yes	No	No	03/11/2024	5,756.96
Pay		60442	59545	Check	1 3290		Service Master		Yes	No	No	03/11/2024	125,525.96
Pay		60440	59546	Check	1 00844		West Central Sanitation, Inc.	C Corporation	Yes	No	No	03/11/2024	1,471.08
Pay		60444	59547	Check	1 00046		Clara City Herald	S Corporation	Yes	No	No	03/12/2024	245.00
Pay		60448	59548	Check	1 3592		Dooley's Natural Gas	C Corporation	Yes	No	No	03/12/2024	11,444.82

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

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
Pay		60446	59549	Check	1	1063	Ehlers & Associates, Inc.	C Corporation	Yes	No	No	03/12/2024	3,150.00
Pay		60447	59550	Check	1	2877	Matheson Tri Gas	C Corporation	Yes	No	No	03/12/2024	184.79
Pay		60445	59551	Check	1	00763	Pan-O-Gold Baking Company	C Corporation	Yes	No	No	03/12/2024	142.20
Pay		60451	59552	Check	1	00044	City of Clara City		Yes	No	No	03/12/2024	52,170.00
Pay		60452	59553	Check	1	1936	Palmer Bus Service, Inc	C Corporation	Yes	No	No	03/12/2024	101,394.61
Pay		60457	59554	Check	1	4668	Crosscut Sawmill & Woodworking	LLC - Partnership	Yes	No	No	03/14/2024	176.00
Pay		60456	59555	Check	1	3785	Floor to Ceiling Store		Yes	No	No	03/14/2024	31,494.00
Pay		60455	59556	Check	1	00457	Torkelson's Lock Service	LLC - Partnership	Yes	No	No	03/14/2024	164.00
Pay		60458	59557	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	03/14/2024	5,711.01
Pay		60459	59558	Check	1	4550	MACCRAY BPA		Yes	No	No	03/14/2024	112.00
Pay		60460	59559	Check	1	4830	Trafera Holdings, LLC	Partnership	Yes	No	No	03/14/2024	102.99
Pay		60464	59560	Check	1	5417	Ahrndt, Aaron		Yes	No	No	03/15/2024	50.00
Pay		60463	59561	Check	1	2253	Ridgewater College		Yes	No	No	03/15/2024	6,000.00
Pay		60465	59562	Check	1	5118	Quadient Finance USA, Inc.		Yes	No	No	03/15/2024	1,000.00
Pay		60466	59563	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	03/15/2024	74.84
Pay		60468	59564	Check	1	00528	Bremer Bank		Yes	No	No	03/15/2024	270.00
Pay		60471	59565	Check	1	1039	Citizens Alliance Bank		Yes	No	No	03/15/2024	1,580.82
Pay		60475	59566	Check	1	4802	Colonial Life		Yes	No	No	03/15/2024	1,459.83
Pay		60474	59567	Check	1	4594	Kensington Bank		Yes	No	No	03/15/2024	247.00
Pay		60472	59568	Check	1	3402	Lake Region Bank		Yes	No	No	03/15/2024	100.00
Pay		60469	59569	Check	1	00880	MACCRAY Education Association		Yes	No	No	03/15/2024	3,007.52
Pay		60473	59570	Check	1	4043	MN Child Support Center		Yes	No	No	03/15/2024	58.00
Pay		60470	59571	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No	03/15/2024	20.00
Pay		60467	59572	Check	1	00023	UNUM Life Insurance Company		Yes	No	No	03/15/2024	161.28
Pay		60483	59573	Check	1	01432	Chappell Central, Inc.	S Corporation	Yes	No	No	03/18/2024	1,757.25
Pay		60482	59574	Check	1	00179	Ecolab Pest Elimination Division	C Corporation	Yes	No	No	03/18/2024	171.33
Pay		60484	59575	Check	1	3329	Kent, Mitchell		Yes	No	No	03/18/2024	79.06
Pay		60486	59576	Check	1	1680	BSN Sports, LLC	C Corporation	Yes	No	No	03/19/2024	232.16
Pay		60488	59577	Check	1	4531	Carlson, Trent		Yes	No	No	03/19/2024	50.00
Pay		60487	59578	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	03/19/2024	34.91
Pay		60489	59579	Check	1	5166	GreatAmerica Financial Svcs.		Yes	No	No	03/19/2024	269.48
Pay		60490	59580	Check	1	5375	Northland Community & Tech College		Yes	No	No	03/19/2024	6,367.25
Pay		60491	59581	Check	1	01538	PACT 4 Families Collaborative		Yes	No	No	03/19/2024	20.00
Pay		60493	59582	Check	1	2923	VISA - CABank		Yes	No	No	03/20/2024	5,561.88
Pay		60497	59583	Check	1	4697	Farm-Rite Equipment of Willmar	S Corporation	Yes	No	No	03/20/2024	2,000.00
Pay		60494	59584	Check	1	00105	Hillyard / Hutchinson	C Corporation	Yes	No	No	03/20/2024	74.08
Pay		60496	59585	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	03/20/2024	143.48
Pay		60495	59586	Check	1	01768	Yellow Medicine East Schools		Yes	No	No	03/20/2024	420.00
Pay		60498	59587	Check	1	01768	Yellow Medicine East Schools		Yes	No	No	03/21/2024	3,572.19

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

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
Pay		60499	59588	Check	1 5168		Noodle Soup	S Corporation	Yes	No	No	03/21/2024		80.00
Pay		60503	59589	Check	1 5083		Erickson, Nikki		Yes	No	No	03/22/2024		31.98
Pay		60502	59590	Check	1 00105		Hillyard / Hutchinson	C Corporation	Yes	No	No	03/22/2024		2,752.56
Pay		60504	59591	Check	1 3962		Indianhead Foodservice Distributor	S Corporation	Yes	No	No	03/22/2024		4,837.79
Pay		60506	59592	Check	1 4887		McNeil, Shelby		Yes	No	No	03/22/2024		30.00
Pay		60508	59593	Check	1 01432		Chappell Central, Inc.	S Corporation	Yes	No	No	03/25/2024		1,223.90
Pay		60509	59594	Check	1 2021		Pioneer Manufacturing Co.	C Corporation	Yes	No	No	03/25/2024		2,712.02
Pay		60511	59595	Check	1 5340		Feldhaus Education Consulting, Inc		Yes	No	No	03/26/2024		1,600.00
Pay		60510	59596	Check	1 01216		Lakeshore Learning Materials	S Corporation	Yes	No	No	03/26/2024		43.68
Pay		60512	59597	Check	1 4861		Regal Contractors, Inc		Yes	No	No	03/26/2024		10,700.00
Pay		60516	59598	Check	1 5348		Anderson, Sjea	Ind/Sole Proprietor	Yes	No	No	03/27/2024		600.00
Pay		60513	59599	Check	1 3050		Dawson - Boyd Public Schools		Yes	No	No	03/27/2024		20.00
Pay		60515	59600	Check	1 3932		Johnson, Tammy		Yes	No	No	03/27/2024		25.00
Pay		60514	59601	Check	1 3456		MSSWA		Yes	No	No	03/27/2024		135.00
Pay		60517	59602	Check	1 01912		Scan Air Filter, Inc.	C Corporation	Yes	No	No	03/27/2024		974.74
Pay		60521	59603	Check	1 3311		J.W. Pepper & Son, Inc.	C Corporation	Yes	No	No	03/28/2024		258.00
Pay		60520	59604	Check	1 2347		Rochester Telecom Systems	S Corporation	Yes	No	No	03/28/2024		111.57
Pay		60519	59605	Check	1 01912		Scan Air Filter, Inc.	C Corporation	Yes	No	No	03/28/2024		369.89
Pay		60523	59606	Check	1 3962		Indianhead Foodservice Distributor	S Corporation	Yes	No	No	03/28/2024		5,997.78
Pay		60525	59607	Check	1 5418		Beat Stuttering, LLC	LLC - S Corp	Yes	No	No	03/28/2024		87.00
Pay		60524	59608	Check	1 00299		Countryside Public Health Serv		Yes	No	No	03/28/2024		236.00
Pay		60527	59609	Check	1 2126		Menards - Willmar	S Corporation	Yes	No	No	03/28/2024		131.08
Pay		60528	59610	Check	1 2512		Decker Equipment		Yes	No	No	03/28/2024		121.45
Pay		60530	59611	Check	1 5239		Gueningsman, Rachel		Yes	No	No	03/28/2024		72.66
Pay		60529	59612	Check	1 4681		Wubben, Bailey		Yes	No	No	03/28/2024		100.00
Pay		60532	59613	Check	1 4551		MACCRAY NHS		Yes	No	No	03/28/2024		15.00
Pay		60539	59614	Check	1 00528		Bremer Bank		Yes	No	No	03/29/2024		270.00
Pay		60542	59615	Check	1 1039		Citizens Alliance Bank		Yes	No	No	03/29/2024		1,580.82
Pay		60546	59616	Check	1 4802		Colonial Life		Yes	No	No	03/29/2024		1,459.83
Pay		60545	59617	Check	1 4594		Kensington Bank		Yes	No	No	03/29/2024		247.00
Pay		60543	59618	Check	1 3402		Lake Region Bank		Yes	No	No	03/29/2024		100.00
Pay		60540	59619	Check	1 00880		MACCRAY Education Association		Yes	No	No	03/29/2024		3,007.52
Pay		60544	59620	Check	1 4043		MN Child Support Center		Yes	No	No	03/29/2024		58.00
Pay		60541	59621	Check	1 00881		NCBERS Group Life Ins.		Yes	No	No	03/29/2024		20.00
Pay		60538	59622	Check	1 00023		UNUM Life Insurance Company		Yes	No	Yes	03/29/2024		161.28
Pay		60589	59654	Check	1 00023		UNUM Life Insurance Company		Yes	No	No	03/29/2024		108.36
Bank Total:													\$869,022.33	
SA		60373	22608	Check	1 4343		Flowers from the Heart	Ind/Sole Proprietor	Yes	Yes	No	03/01/2024		225.00

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

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Date	Amount
												Date		
SA		60376	22609	Check	1	4016	Almich's Market	S Corporation	Yes	Yes	No	03/04/2024	583.56	
SA		60379	22610	Check	1	1003	Tensen, Edith		Yes	No	No	03/04/2024	42.24	
SA		60398	22611	Check	1	5153	Stony Creek Dairy	Ind/Sole Proprietor	Yes	Yes	No	03/05/2024	49.99	
SA		60405	22612	Check	1	5224	Thoen, Christian		Yes	Yes	No	03/06/2024	82.43	
SA		60418	22613	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	Yes	No	03/07/2024	250.80	
SA		60419	22614	Check	1	4824	Sunderland, Meghan		Yes	Yes	No	03/07/2024	15.00	
SA		60424	22615	Check	1	2126	Menards - Willmar	S Corporation	Yes	Yes	No	03/08/2024	25.10	
SA		60433	22616	Check	1	00077	Farmers Coop Oil Co.	C Corporation	Yes	Yes	No	03/08/2024	957.00	
SA		60443	22617	Check	1	00046	Clara City Herald	S Corporation	Yes	Yes	No	03/12/2024	141.75	
SA		60449	22618	Check	1	3044	MACCRAY General Fund		Yes	Yes	No	03/12/2024	2,480.00	
SA		60450	22619	Check	1	00998	R & R Bakery	Partnership	Yes	Yes	No	03/12/2024	135.00	
SA		60453	22620	Check	1	3167	Anderson, Nathan		Yes	No	No	03/14/2024	237.84	
SA		60454	22621	Check	1	5416	Mortenson, Natasha	Ind/Sole Proprietor	Yes	Yes	No	03/14/2024	211.00	
SA		60462	22622	Check	1	3711	Instrumentalist Awards LLC		Yes	Yes	No	03/15/2024	172.00	
SA		60461	22623	Check	1	3621	Minnesota FFA Association		Yes	No	No	03/15/2024	225.00	
SA		60485	22624	Check	1	4857	Ball Horticultural Co	S Corporation	Yes	No	No	03/19/2024	1,458.95	
SA		60492	22625	Check	1	2923	VISA - CABank		Yes	Yes	No	03/20/2024	1,705.65	
SA		60501	22626	Check	1	4371	Pieper, Rhonda		Yes	Yes	No	03/22/2024	305.41	
SA		60500	22627	Check	1	2616	Roskens Plumbing, Heating		Yes	Yes	No	03/22/2024	243.00	
SA		60505	22628	Check	1	3356	Camp Courage		Yes	No	No	03/22/2024	5,500.00	
SA		60507	22629	Check	1	4371	Pieper, Rhonda		Yes	Yes	No	03/25/2024	693.82	
SA		60518	22630	Check	1	4160	Macht, Sarah		Yes	Yes	No	03/28/2024	42.43	
SA		60522	22631	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No	03/28/2024	213.18	
SA		60526	22632	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No	03/28/2024	71.94	
SA		60531	22633	Check	1	5277	Hess, Kati		Yes	No	No	03/28/2024	78.19	
												Bank Total:	\$16,146.28	
												Report Total:	\$912,847.99	

**Ind. School District #2180
Exp Summary - Fd, Pro Series
Period Ending April 30, 2024**

Sequence: Fd, Pro

Description	24ORIG		Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
	Annual Budget	Period 202410					
01 General							
000 Administration	744,703.00	0.00	579,842.03	78%	293.61	78%	164,567.36
100 District Support Services	329,278.00	0.00	274,896.68	83%	8,732.60	86%	45,648.72
200 Elem & Secondary Regular Instr	4,183,324.00	0.00	2,917,861.73	70%	46,916.85	71%	1,218,545.42
300 Vocational Education Instr	273,224.00	0.00	169,023.25	62%	6,861.48	64%	97,339.27
400 Special Education Instr	1,808,720.00	0.00	1,196,958.30	66%	2,173.62	66%	609,588.08
600 Instructional Support Services	562,956.00	0.00	345,145.03	61%	386.30	61%	217,424.67
700 Pupil Support Services	1,314,976.00	0.00	955,097.63	73%	149.26	73%	359,729.11
800 Sites & Buildings	915,305.00	0.00	834,827.31	91%	11,500.21	92%	68,977.48
900 Fiscal & Other Fixed Costs	489,426.00	0.00	(1,849.00)	(0%)	0.00	(0%)	491,275.00
01 General	10,621,912.00	0.00	7,271,802.96	68%	77,013.93	69%	3,273,095.11
02 Food Service							
700 Pupil Support Services	463,200.00	0.00	350,950.81	76%	4,886.35	77%	107,362.84
02 Food Service	463,200.00	0.00	350,950.81	76%	4,886.35	77%	107,362.84
04 Community Service							
500 Community Ed & Services	515,237.00	0.00	385,591.60	75%	2,534.06	75%	127,111.34
04 Community Service	515,237.00	0.00	385,591.60	75%	2,534.06	75%	127,111.34
05 Capital Outlay							
000 Administration	0.00	0.00	16,094.22	0%	0.00	0%	(16,094.22)
200 Elem & Secondary Regular Instr	25,000.00	0.00	5,396.85	22%	0.00	22%	19,603.15
800 Sites & Buildings	337,122.00	0.00	178,681.61	53%	3,962.29	54%	154,478.10
05 Capital Outlay	362,122.00	0.00	200,172.68	55%	3,962.29	56%	157,987.03
07 Debt Redemption							
900 Fiscal & Other Fixed Costs	2,707,248.00	0.00	2,853,255.76	105%	0.00	105%	(146,007.76)
07 Debt Redemption	2,707,248.00	0.00	2,853,255.76	105%	0.00	105%	(146,007.76)
21 Student Activity							
200 Elem & Secondary Regular Instr	0.00	0.00	150,397.68	0%	2,323.70	0%	(152,721.38)
21 Student Activity	0.00	0.00	150,397.68	0%	2,323.70	0%	(152,721.38)
Report Totals:	14,669,719.00	0.00	11,212,171.49	76%	90,720.33	77%	3,366,827.18

INVESTMENTS OUTSTANDING

June 30, 2023

MSDMAX Fund – MSDLAF

MSDMAX Fund Balance as of June 30, 2023	\$2,359.94
Interest - July 31, 2023	\$10.30
Interest – August 31, 2023	\$10.75
Interest – Sept. 30, 2023	\$10.48
Interest -Oct. 31, 2023	\$10.93
Interest – Nov. 30, 2023	\$10.63
Interest – Dec. 31, 2023	\$11.03
Interest – Jan. 31, 2024	\$11.03
Interest – Feb. 29, 2024	\$10.25
Interest – March 31, 2024	\$10.92
BALANCE	<u>\$2,456.26</u>

LIQUID ASSET FUND

Money Market Balance as of June 30, 2023	\$1,602.84
Interest – July 31, 2023	\$6.86
Interest – August 31, 2023	\$7.16
Interest – Sept. 30, 2023	\$6.99
Interest – Oct. 31, 2023	\$7.27
Interest – Nov. 30, 2023	\$7.10
Interest – Dec. 31, 2023	\$7.36
Interest – Jan. 31, 2024	\$7.36
Interest – Feb. 29, 2024	\$6.83
Interest – Mar. 31, 2024	\$7.28
BALANCE	<u>\$1,667.05</u>

Citizens Alliance Bank Special Money Market Savings

Balance as of June 30, 2023	\$3,947,502.17
Interest – July 31, 2023 (Transfer out \$1,100,000)	\$2,105.60
Interest – August 31, 2023	\$1,815.16
Interest – Sept. 30, 2023 (Transfer in \$800,000)	\$2,110.09
Interest -Oct. 31, 2023 (Transfer in \$500,000)	\$2,525.61
Interest – Nov. 30, 2023 (Transfer out \$300,000)	\$2,549.63
Interest – Dec. 31, 2023 (Transfer in \$850,000)	\$2,749.31
Interest – Jan. 31, 2024 (Transfer out \$2,000,000)	\$1,961.81
Interest – Feb. 29, 2024	\$1,616.84
Interest – March 31, 2024 (Transfer in \$200,000)	\$1,712.32
BALANCE	<u>\$2,916,648.54</u>

MACCRAY Schools Enrollment 23-24

	EOY	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	EOY
Pre-K	71	64	65	65	65	64	64	64	64		
K	58	45	45	45	46	46	46	46	46		
1	61	60	59	60	58	58	59	59	58		
2	50	60	60	60	58	58	59	59	59		
3	59	50	50	50	50	49	49	49	48		
4	62	60	60	60	60	59	60	60	59		
5	67	65	64	64	63	62	62	62	61		
K-5 Subtotal	357	340	338	339	335	332	335	335	331	0	0
Pre-K-5 Subtotal	428	404	403	404	400	396	399	399	395	0	0
6	60	67	68	67	66	67	67	67	65		
7	54	63	62	63	63	62	63	64	63		
8	49	57	57	55	56	56	55	55	54		
9	57	56	54	54	54	55	55	54	54		
10	52	60	60	60	60	59	60	59	60		
11	52	54	52	50	50	50	50	50	48		
12	43	51	51	50	51	50	50	50	50		
Subtotal	367	408	404	399	400	399	400	399	394	0	0
K-12 Total	724	748	742	738	735	731	735	734	725	0	0
P-12 Total	795	812	807	803	800	795	799	798	789	0	0

Technology School Board Report
4/8/2024

- Copier Management Contract
 - Current 60 month contract was set to expire 7/31/2024
 - Kim, Josh, and I vetted five companies
 - New contract will be for 60 months
 - All copiers and printers will be replaced

- Website
 - We remodeled our website in 2022 and moved to a new web host, Blackboard
 - Fall of that year, Blackboard's K-12 segment was sold to Finalsite
 - We have until 2025 to transition to a Finalsite site
 - Kati Hess and I are utilizing the community feedback we gathered in 2022 to inform our decisions and are targeting a July 1, 2024 launch.

- Wide Area Network
 - SWWC recently awarded the bid for their WAN contract
 - Provides internet and some cybersecurity services
 - Working with Raymond Norton on incremental changes over the last six months to prepare for a smooth transition
 - More work to come, but we are doing everything we can to not impact regular work hours

MACCRAY Elementary School
Board Report
April 8, 2024

- Classroom Updates - Painting
- Openings
 - Elementary Music Teacher - Interview on Monday, 4/8
- Elementary school schedule is currently taking place for the 24-25 school year w/ staff feedback welcomed
- Staff Placements are nearly complete
- Reading Curriculum update
- Summer Programming planning
- Kindergarten down to 3 sections for 24-25 school year
- Upcoming Events
 - DARE Graduation - 4/10
 - Staff Meeting - 4/16
 - Breakfast w/ Buddies - 5/2 and 5/3
 - Spring Concert - 5/7
 - Grandparents Day - 5/7

Mitchell Kent
Elementary School Principal

Board Report – April 8, 2024 MACCRAY Senior High School

Once the Lion's Scholarship Banquet arrives, we know the year is wrapping up. Here's the latest over the last month:

- MCA season has begun, and it will run from April 2 – May 3.
- The Big Ideas Mobile Lab was a wonderful experience for our 9th graders! I was conducting interviews for the open Social Studies position and was unable to attend, but feedback from staff who popped in was great to hear. Thank you to Counselor Drew Anderson for spearheading this.
- I am happy to have been able to fill the Social Studies position. The individual, while new to teaching, is a former Marine and will be able to help us with our open coaching spot in Wrestling.
- I am hoping to have the open Science position filled in a matter of days.
- The final NHS blood drive took place April 3rd. Thank you to all who donated.
- Our Spring play took place April 5th and 6th. Thank you to Laura Streich for directing.
- There is potential state legislation coming to mandate 15 minutes of lunch (actual eating time) for students. We currently offer 30 minutes which includes time in line and eating. I've taken the time to audit lunch, and students average between 15-22+ minutes to eat, depending on the number of items served (ex. the time difference between a taco bar with toppings versus grabbing a slice of pizza).

Calendar Happenings:

- Juniors ACT Test - 4/9
- National Guard Impaired Driving Simulator - 4/23
- 10th Gr. Career exploration opportunity - 4/26
- Prom - 5/10

Respectfully Submitted,

Judd K. Wheatley
MACCRAY Sr. High School Principal

School Board Report: (April 8th, 2024)

- MACCRAY School is entering its 4th quarter of the year. (Final academic quarter)
- Thank you to Mark, Carmel, Julie, Kim, and all the negotiating teams across the district for their positive efforts and financial integrity as the district worked through contract language and monetary compensation.
- Strategic Plan Update: Communication with Amy Jordan (MSBA) and Gail Gilman to begin the process of creating a strategic plan. Ms. Gilman is prepared to meet with the school board virtually later this spring or early this summer to discuss scope and sequence.
- Financial Education Update: Participated in webinars/sessions about Municipal Debt, Operating Capital Allowable Users & Budgeting Strategies, Legislative Updates (MASBO & MSBA) and attended 2024 Minnesota School Finance Seminar.
- Conversation with Sheriff Derek Olson about SRO options and possible grants available.
- Celebrated the 35th annual MACCRAY Senior Banquet (Sunday, April 7th). Great job Lion's clubs of Maynard, Clara City, and Raymond! Over 80 Scholarships and Grants awarded to our MACCRAY seniors.
- Copier and Paper usage/Service Contacts: Jesse Westbrook has done a great job gathering data on paper consumption and color copy use across the district. He has been working with 5 or more companies seeking the best services, products, and costing.
- March (Read Across America)... Honored to be invited into many elementary classrooms to read to kids.
- Water-break update: Continue to work with our insurance company to meet the financial costs of repairs and replacements. Painting completed as of last weekend (March 28th - April 1st). Currently in the process of purchasing staff's personal items damaged by water.
- Jim Meyer and Jerry Sparby (HuddLup: Mental Health Awareness and Support) spent a day at MACCARY. Presented to staff and administration their program contents and visited 14 classrooms to lead team building activities and purposeful play.
- Spent a lot of time with the National Weather Service during the dates March 22nd - 26th... 5 webinars (NWS) and dozens of calls with area superintendents and transportation directors. Resulted in two eLearning days.
- Preparing for athletic project. Finalizing details and equipment. Working with contractors and ICS to provide a safe environment for our school and community during construction.
- Mr. Westbrook and I will be meeting with a partner from Kennedy's Law firm next week to discuss cybersecurity and cyber insurance. Topic: "Bad Actors".

CONTRACT

**Establishing the
Terms and Conditions of Employment**

By and Between

MACCRAY Schools

And

**Kim Sandry
Business Manager/HR Director**

July 1, 2023 – June 30, 2025

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 if 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 2023-2024 and 2024-2025 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 Business Manager's account under the MACCRAY ISD 2180 Flexible Benefits Plan on a monthly basis during the term of the Business Manager's employment, amount of **\$15,000 for 2023-2024, and \$15,000 for 2024-2025**, 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 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 combined with ESST) (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.

Section 10.1B: Earned Safe and Sick Time (ESST):

Subd. 1. As of January 1, 2024, 24 hours of ESST time will be front loaded into the ESST Leave.

Every school year thereafter, 48 hours of ESST will be accrued.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remains subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The teacher will be advised when documentation is required

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

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, Juneteenth, 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 childcare 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 childcare 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 childcare leave or the duration thereof.

Subd. 10.56 In making a determination, the commencement & duration of childcare 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 Childcare 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 childcare leave.

Subd. 10.50 A Business Manager on Childcare 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 childcare 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.

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 **\$3600 for FY 2024 and \$4000 for FY2025.**

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 weekdays not designated as 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 specified.

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 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 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: If 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, 2023 except as specifically provided otherwise in the Agreement, through June 30, 2025 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, 2025, 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 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 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

2023-2024 \$ 79,650 2024-2025 \$ 82,500

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
_____, 20_____.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 20_____.

Business Manager

School Board Chair

School Board Clerk

CONTRACT

**Establishing the
Terms and Conditions of Employment**

By and Between

MACCRAY Schools

And

**Jesse Westbrook
Technology Coordinator**

July 1, 2023 – June 30, 2025

ARTICLE 1 - PURPOSE

This Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Jesse Westbrook, hereinafter called the Technology Coordinator, 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 Technology Coordinator 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 Technology Coordinator 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 – TECHNOLOGY COORDINATOR

- Subd. 4.1 Use of Facilities: The Technology Coordinator 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 Technology Coordinator in Accordance with District policy.
- Subd 4.2 Indemnification: The Technology Coordinator 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: Technology Coordinator 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 Technology Coordinator 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 208 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 Technology Coordinator 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 Technology Coordinator concur that the management nature of the duties and responsibilities of the Technology Coordinator 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 Technology Coordinator 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 Technology Coordinator, 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 Technology Coordinator employed by individual continuing contract for the 2023-2024 and 2024-2025 duty year is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Annual Salary: The Technology Coordinator employed by an individual continuing contract will be paid an annual salary. Technology Coordinator 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 Technology Coordinator 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: Technology Coordinator 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: Technology Coordinator, 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 Technology Coordinator will live stream School Board meetings for an additional stipend of **\$1320** 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 Technology Coordinator is eligible for School District contribution as provided in this Article as long as the Technology Coordinator is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Technology Coordinator 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 Technology Coordinators and provided on a pro rata basis for those Technology Coordinators working 25 hours or more per week. All Technology Coordinators may participate in CORE BENEFITS.

Subd. 9.5 Benefits: The School District will contribute to the Technology Coordinator account under the MACCRAY ISD 2180 Flexible Benefits Plan on a monthly basis during the term of the Technology Coordinator employment, amount of **\$18,500 for 2023-2024, and \$20,000 for 2024-2025**, which the Technology Coordinator may elect to apply toward the cost of benefits available under the Flexible Benefits Plan (including HSA) or to receive in cash. –CORE BENEFITS – 1. Health and Hospitalization insurance.

ARTICLE 10 - LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.1 All full-time Technology Coordinators shall earn sick. Leave at the rate of (136 hours **in combination with ESST**) (16 Days) for each year of employment in the school district. All Technology Coordinators 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 Technology Coordinators will accrue and be charged sick leave on a pro rata basis.

Subd. 10.2 Unused sick leave days may accumulate to a maximum credit of (1071 hours) (126 Days) of sick leave per Technology Coordinator.

Subd. 10.3 Sick leave with pay shall be allowed whenever a Technology Coordinator 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. 10.4 The Technology Coordinator’s sick leave may be allowed for absences due to an illness of the Technology Coordinator’s spouse, parent and child as covered by M.S. 181.9413, on the same terms the Technology Coordinator is able to use sick leave benefits for the Technology Coordinator own illness.

Subd. 10.5 The School District may require the Technology Coordinator 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. 10.6 In the event that a medical certificate will be required, the Technology Coordinator will be so advised within two (2) working days of return to work.

Subd. 10.7 Sick leave allowed shall be deducted from the accrued sick leave days earned by the Technology Coordinator.

Section 2: Earned Safe and Sick Time (ESST):

Subd. 1. 48 hours of ESST will be accrued.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

Subd. 10.2 Holidays and Vacation:

Subd. 10.21 The Technology Coordinator shall receive the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, **Juneteenth**, and July 4th.

Subd. 2, The Technology Coordinator shall be entitled to (102 hours) (12 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 Childcare Leave:

Subd. 10.51 A childcare 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 Technology Coordinator 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 childcare leave is occasioned by pregnancy, a Technology Coordinator 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 Technology Coordinator will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said Technology Coordinator 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 childcare leave or the duration thereof.

Subd. 10.56 In making a determination concerning the commencement & duration of a childcare 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 /Technology Coordinator to return to his or her employment prior to the date designated in the request for Childcares leave.

Subd. 10.57A Technology Coordinator 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 Technology Coordinator to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the Technology Coordinator mutually agrees to an extension of the leave.

Subd. 10.59A Technology Coordinator 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 Technology Coordinator shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10.50A Technology Coordinator on Childcare 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 Technology Coordinator wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group's insurance programs, however, will terminate if the Technology Coordinator 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 Technology Coordinator shall be granted **three (3)** days of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of this agreement.

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 Technology Coordinator 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 Technology Coordinator's Section 403(b) contributions up to **\$2,250** per year.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

Subd. 13.2 Representative: The Technology Coordinator 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 weekdays not designated as 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 Technology Coordinator and the District.

Subd. 13.5 Adjustment of Grievance: The School District and Technology Coordinator shall attempt to adjust all grievances which may arise during the course of Employment of any Technology Coordinator 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 Technology Coordinator may appeal it to the next level.

Subd. 13.8 Arbitration Procedures: In the event that the Technology Coordinator 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 Technology Coordinator arising out of or in connection with Technology Coordinator’s employment, and the Technology Coordinator 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, 2023 except as specifically provided otherwise in the Agreement, through June 30, 2025 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, 2025, it shall give written notice of such intent no later than May 1, 2025. 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 Technology Coordinator. 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 - Technology Coordinator

2023-2024 \$ 72,290 2024-2025 \$ 73,790

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 Technology Coordinator.

Technology Coordinator

For: MACCRAY School Board

IN WITNESS WHEREOF, I have subscribed
My signature this _____ day of
_____, 20____.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 20____.

Technology Coordinator

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, 2023 – JUNE 30, 2025**

CUSTODIANS/Housekeepers/Cleaners

**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, 2023 through June 30, 2024 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 workday 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 in **combination of ESST** 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 5B: Earned Safe and Sick Time (ESST):

Subd. 1. 48 hours of ESST will be accrued annually in combination with Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an

employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

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, Juneteenth, 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 \$8400 for SY23-24 and \$9300 for SY24-25 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, 2023 through June 30, 2024 will be \$17.75/hour and \$18.75/hour from July 1, 2024 through June 30, 2025. The Custodians shall be paid an hourly wage increase of \$2.00/hour as determined from July 1, 2023 through June 30, 2024 and \$1.50/hour from July 1, 2024 through June 30, 2025. 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.

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 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, 2023, and end on June 30, 2025. 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
_____, 20__.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 20__.

Custodian

School Board Chair

School Board Clerk



MACCRA Y Public Schools

ISD 2180 Maynard – Clara City - Raymond

**MACCRA Y SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2023 – JUNE 30, 2025**

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 Administrative Assistants, who agrees to perform the duties as Administrative Assistants for the School District.

ARTICLE II

DUTIES

The Administrative Assistants 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 Administrative Assistants shall perform all duties incident to the position of Administrative Assistants 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 Administrative Assistants 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 ADMINISTRATIVE ASSISTANTS 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 ADMINISTRATIVE ASSISTANTS recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The ADMINISTRATIVE ASSISTANTS recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The ADMINISTRATIVE ASSISTANTS 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 Administrative Assistants weekly hours for July 1, 2023 through June 30, 2025 shall be 34 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The Administrative Assistants 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, Administrative Assistants 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, Administrative Assistants 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. Administrative Assistants called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. Administrative Assistants should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

All Administrative Assistants 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 Administrative Assistants 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 Administrative Assistants 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 Administrative Assistants shall earn paid sick leave at the rate of ten (10) days per year (85 hrs) **in combination with ESST** 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 Administrative Assistants immediate family, sick leave may be used as in the case of the Administrative 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 Administrative Assistants or other significant personal relationship.

Section 4B: Earned Safe and Sick Time (ESST):

Subd. 1.. 48 hours of ESST will be accrued in combination of Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

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 Administrative Assistants 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 Administrative Assistants personal attention which cannot be attended to when school is not in session.

Subd. 2, Administrative Assistants shall be granted one (1) day of sick leave to use as an additional personal day upon notification by the Secretary. Administrative Assistants 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 Administrative Assistants 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 Administrative Assistants 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 Administrative Assistants 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, 2023 through June 30, 2025 the District will provide the annual amount of **\$8400 for SY23-24 and \$9300 for SY24-25** to be applied to each individual District Group Health Insurance Premium.

Section 2. Eligibility:

The School District contribution will be provided to all Administrative Assistants and provided on a pro rata basis for those Administrative Assistants 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 Administrative Assistants hired from July 1, 2023 through June 30, 2024 will be \$16.25/hour and \$17.25/hour from July 1, 2024 through June 30, 2025. The Administrative Assistants shall be paid an hourly wage increase of \$2.00/hour from July 1, 2023 through June 30, 2024 and \$1.00/hour from July 1, 2024 through June 30, 2024. 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:

Administrative Assistants who do sub filling will receive an additional \$1.25/hour for substitute calling. (23-24 Kayla, Katie, \$1.25 will be transferred if Sub calling duties change.)

Section 3. Safety and Security: Administrative Assistants that oversee the doors/cameras, will receive an additional \$.25 per hour for the added responsibility of our safety and security. (23-24: Sue, Kathi, Katie - \$.25 will be transferred if duties are reassigned.)

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.

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

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Dues: The Administrative Assistants 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 Administrative Assistants 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, 2023, and end on June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Administrative Assistants or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Administrative Assistants: The Administrative Assistants 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 Administrative Assistants 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 Administrative Assistants 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 Administrative 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 Administrative Assistants or until the School Board provides fifteen (15) calendar days of written notice of the termination of a Administrative Assistants employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the Administrative Assistants 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
_____, 20____.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 20____.

Administrative 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, 2023 – JUNE 30, 2025**

**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, 2023 through June 30, 2025 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 combined with ESST) 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 3B: Earned Safe and Sick Time (ESST):

Subd. 1. 48 hours of ESST will be accrued annually in combination with Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

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 end 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 the current fiscal year.

Section 5. Child Care Leave:

Childcare 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, Juneteenth, 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, 2023 through June 30, 2025 the District will provide for Single or Family coverage not to exceed the annual amount of \$8400 for SY23-24, and \$9300 for SY24-25 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.

2023-2024	\$45,000	2024-2025	\$48,000
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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 \$2000 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 the 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
_____, 20__.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 20__.

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, 2023 – JUNE 30, 2024**

**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, 2023 through June 30, 2024 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 full-time food service employees shall earn paid sick leave in combination with ESST 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). (Part-time employees will earn leave time on a pro-rata basis.)

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 4B: Earned Safe and Sick Time (ESST):

Subd. 1.. 48 hours of ESST will be accrued annually in combination with Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

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 **\$8400 for SY23-24, and \$9300 for SY24-25** 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 **Kitchen Manager** hired from July 1, 2023 through June 30, 2024 will be **\$21.00**/hour and **\$21.50** for July 1, 2024 to June 30, 2025. 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, 2023 through June 30, 2024 will be **\$17.00**/hour and **\$17.50** for July 1, 2024 to June 30, 2025.

The Base hourly wage for new Dishwasher/Prep hired from July 1, 2023 through June 30, 2024 will be **\$15.00**/hour and **\$15.50** for July 1, 2024 to June 30, 2025.

The Cooks shall be paid an hourly wage increase of **\$2.00**/hour from July 1, 2023 through June 30, 2024 and **\$1.00**/hour from July 1, 2024 through June 30, 2025. 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 \$45 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, 2023, and end on June 30, 2025. 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
_____, 20____.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 20____.

Cook

School Board Chair

School Board Clerk



MACCRAY Public Schools
ISD 2180 *Maynard – Clara City - Raymond*

CONTRACT

Establishing the
Terms and Conditions of Employment

By and Between

MACCRAY Schools

And

Mitchell Kent
Elementary School Principal

July 1, 2023 – June 30, 2025

ARTICLE 1 PURPOSE

This Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Mitchell Kent hereinafter called the Elementary School Principal, 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 Elementary School Principal shall 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 P.E.L.R.A. The District recognizes the Association as the exclusive representative of all management personnel within the bargaining unit certified by the Bureau of Mediation Services. "All employees of MACCRAY Schools, who are certify by the State Department of Education as Elementary School Principal who are employed for more than 14 hours per week and more than 100 work day per year, and who devote 50% of their time to administrative or supervisory duties in the capacity of an Elementary School Principal."
- Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Elementary School Principal 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 ASSOCIATION RIGHTS

- Subd. 4.1 Use of Facilities: The Elementary School Principal 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 Elementary School Principal in Accordance with District policy.
- Subd 4.2 Indemnification: The Elementary School Principal 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: Elementary School Principal shall have the right to review his individual Personnel file in accordance with applicable Minnesota statutes.
- Subd. 4.4 Meet and Confer: The Elementary School Principal has the right on an annual basis to request two (2) meet and confer meetings with the School Board.

ARTICLE 5 DISTRICT RIGHTS

- Subd. 5.1 Inherent Managerial Rights: The Elementary School Principal recognizes that the District is not required to meet to 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 200 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 Elementary School Principal 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 Elementary School Principal concur that the management nature of the duties and responsibilities of the Elementary School Principal 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 Elementary School Principal shall normally be on duty during the period established as the teachers' basic duty day at their building of responsibility or as directed by the Superintendent.

Subd. 7.12 Elementary School Principal, because of his 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 Elementary School Principal, employed by individual continuing contract for the 2023-2024 and 2024-2025 duty years, is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Annual Salary: The Elementary School Principal employed by an individual continuing contract will be paid an annual salary. Elementary School Principal 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 Elementary School Principal 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: Elementary School Principal shall be reimbursed at the Board 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 Elementary School Principal 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 (MESPA) as are required, directed, or permitted by the School Board. The Elementary School Principal shall present appropriate statements for approval as provided by law.

Subd. 8.6 Work Stoppage: Elementary School Principal, 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 Stipend: A stipend of **\$75** will be paid for supervision of spectator sport athletic events and dances (Homecoming, Sno Week and Jr. High Dances in the evening).

ARTICLE 9 - 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 Elementary School Principal is eligible for School District contribution as provided in this Article as long as the Elementary School Principal is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Elementary School Principal may remain in the plan for 18 months by paying his own premium as provided by M.S. 62A.17.

Subd. 9.4 Eligibility: The School District contribution will be provided to all Elementary School Principals and provided on a pro rata basis for those Elementary School Principals employed on a part time basis.

Subd. 9.5 Benefits: The School District will contribute to the Elementary School Principal up to the amount of **\$23,000** each year towards the cost of the health insurance policy premium, with the deductible of his choice or **\$15,000 as cash in lieu**.

CORE BENEFITS – 1. Health and Hospitalization insurance.

Subd. 9.6 Highly compensated employee component of the ACA. In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Subd. 9.7 Life Insurance: The School District shall provide, at its own expense, life insurance for the Elementary Principal in the amount of \$50,000.

Subd. 9.8 Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Elementary School Principal under the School District's group long-term disability insurance plan.

Subd. 9.9 Eligibility: The eligibility of the Elementary School Principal and the Elementary School Principal's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Subd. 10.0 Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE 10 LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.11 All full-time Elementary School Principals shall earn sick leave **in combination of ESST** at the rate of (148.5) hours (17.5) Days for each year of employment in the school district. All Elementary School Principals 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 Elementary School Principals 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 (1,072) Hours (126) Days of sick leave per Elementary School Principal.

Subd. 10.13 Sick leave with pay shall be allowed whenever an Elementary School Principal's absence is found to have been due to illness which prevented his attendance at school and performance of duties on that day or days.

Subd. 10.14 The Elementary School Principal's sick leave may be allowed for absences due to an illness of the Elementary School Principal's spouse, parent or child as covered by M.S. 181.9413, on the same terms the Elementary School Principal is able to use sick leave benefits for the Elementary School Principal own illness as stated in Article X, Section 1 of the Master Contract.

Subd. 10.15 The School District may require the Elementary School Principal 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 Elementary School Principal 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 Elementary School Principal.

Section 10.1B: Earned Safe and Sick Time (ESST):

Subd. 1. 48 hours of ESST will be accrued annually in combination with Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid

or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

Subd. 10.2 Bereavement Leave: Five (5) day's bereavement leave per death in the immediate family will be granted. Immediate family to be defined as follows: wife or husband, son, daughter, mother, father, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law and 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. 10.3 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.

Subd. 10.4 National Convention: The Elementary School Principal is authorized once every three (3) years with prior approval from the Superintendent. Registration, air fare and accommodations will be allowed for expenses.

Subd. 10.5 Child Care Leave:

Subd. 10.51 A childcare 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 An Elementary School Principal 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 childcare leave is occasioned by pregnancy, an Elementary School Principal 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 Elementary School Principal will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said Elementary School Principal making application and receiving approval for childcare leave under the terms of this Agreement may also qualify for sick leave based under 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 (3) 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 childcare leave or the duration thereof.

Subd. 10.56 In making a determination concerning the commencement and duration of a childcare leave, the school board shall not, in any event, be required to: (1) Grant any leave more than twelve (12) months in duration, (2) Permit the Elementary School Principal to return to his or her employment prior to the date designated in the request for Childcare leave.

Subd. 10.57 An Elementary School Principal 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 Elementary School Principal to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the Elementary School Principal mutually agrees to an extension of the leave.

Subd. 10.59 A Elementary School Principal 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 Elementary School Principal shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10.60 An Elementary School Principal on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, and the district shall continue to pay their share of the premium for such programs as the Elementary School Principal wishes to retain, commencing with the beginning of the childcare

leave. The right to continue participation in such groups' insurance programs, however, will terminate if the Elementary School Principal does not return to the School District pursuant to this section.

Subd. 10.6 Sabbatical Leave: Sabbatical leave may be granted at the discretion of the School District. An Elementary School Principal who returns from sabbatical leave within the provisions of this Section shall retain all previous experience credit, seniority, and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The Elementary School Principal shall not accrue additional experience credit or leave during the period of absence for sabbatical leave.

Subd. 10.7 Personal Leave:

Subd. 10.71 At the beginning of the school year, each Elementary School Principal shall be granted (34) hours (4) days of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of this agreement.

Subd. 10.72 Requests for personal leave must be made in writing to the Superintendent of Schools at least three (3) days in advance, except in the event of emergencies. All personal leaves must have prior approval.

Subd. 10.73 A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.

Subd. 10.74 Any unused personal leave days by June 30 of each contract year will be paid at 100% at the Elementary School Principals daily rate of pay.

Subd. 10.8 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval.

ARTICLE 11 PRINCIPAL RETIREMENT

Subd. 11.1 403 (b) Plan: The MACCRAY School District shall maintain a 403(b) retirement saving plan for the Elementary School Principal and will contribute \$3000 into the plan each year.

ARTICLE 12 GRIEVANCE PROCEDURE

Subd. 12.1 Grievance Definition: A "grievance" shall mean an allegation by an Elementary School Principal resulting in a dispute or disagreement between the Elementary School Principal and the School District as to the interpretation or application of terms and conditions contained in this agreement.

Subd. 12.2 Representative: The Elementary School Principal 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. 12.3 Definitions and Interpretations:

Subd. 12.31 Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 12.32 Days: Reference today regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated a legal holiday by State Law.

Subd. 12.33 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. 12.34 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. 12.4 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 Elementary School Principal and the School District's designee.

Subd. 12.5 Adjustment of Grievance: The School District and Elementary School Principal shall attempt to adjust all grievances which may arise during the course of employment of any Elementary School Principal within the District in the following manner:

Subd. 12.51 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. 12.52 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. 12.6 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. 12.7 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 Elementary School Principal may appeal it to the next level.

Subd. 12.8 Arbitration Procedures: In the event that the Elementary School Principal and the School District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 12.81 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. 12.82 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. 12.83 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. 12.84 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.

Subd. 12.85 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 de novo.

Subd. 12.86 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. 12.87 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. 12.88 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. 12.89 Duplication: A party shall not institute a grievance action and a Court action at the same time on the same action.

ARTICLE 13: Unrequested Leave of Absence

Section 1. Purpose:

The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

Section 2. Definitions:

Subd. 1. "Principal" shall mean a continuing contract principal or assistant principal appropriately licensed.

Subd. 2. "Seniority" shall mean employment under a continuing contract as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

Subd. 3. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals.

Section 3. Establishment of a Seniority List:

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principals bargaining unit.

Subd. 2. All principals will have a seniority date on the K-12 principal's seniority list.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 5. In the event the principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification.

Subd. 6. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

Section 4. Placement on Unrequested Leave of Absence.

Subd. 1. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

Subd. 2. Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the unity as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior.

Section 5. Reinstatement:

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every October 1st, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principals right to reinstatement shall terminate if the principal fails to file with the board by April 1 of any year a written statement requesting reinstatement.

Subd. 4. Notification of available positions shall be by certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

ARTICLE 14: Duration

Subd. 14.1 Term of Contract: This Agreement shall remain in full force and effect for a period commencing July 1, 2023 except as specifically provided otherwise in the Agreement, through June 30, 2025 and thereafter until modified or terminated pursuant to the PELRA of 1971 as amended.

Subd. 14.2 Modification: if either party desires to modify or terminate this Agreement effective on June 30, 2025, it shall give written notice of such intent no later than April 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

Subd. 14.3 Effect: This Agreement constitutes the full and complete agreement between the District and the Elementary School Principal. 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. 14.4 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. 14.5 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.

Article 15: Severance

Section 1. Terms: Principals who have completed at least 20 years of allowable service within the School District shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the school district. Principals shall receive pay in the amount obtained by calculating 25% of the daily rate of pay times the number of unused sick leave days (not to exceed 100 days).

Section 2. Terminated Employment: Severance pay shall not be granted to a principal whose employment has been terminated pursuant to MS122A.40.

SCHEDULE A - Elementary School Principal

2023-2024 - \$ 82,200

2024-2025 - \$ 84,600

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 Elementary School Principal.

Dated this ____ day of _____, 20__

Dated this ____ day of _____, 20__

Elementary School Principal

MACCRAY Chairman

MACCRAY Clerk



MACCRA Y Public Schools
ISD 2180 *Maynard – Clara City - Raymond*

CONTRACT

Establishing the
Terms and Conditions of Employment

By and Between

MACCRA Y Schools

And

Judd Wheatley
High School Principal

July 1, 2023 – June 30, 2025

ARTICLE 1 PURPOSE

This Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Judd Wheatley hereinafter called the High School Principal, 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 High School Principal shall 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 P.E.L.R.A. The District recognizes the Association as the exclusive representative of all management personnel within the bargaining unit certified by the Bureau of Mediation Services. "All employees of MACCRAY Schools, who are certify by the State Department of Education as High School Principal who are employed for more than 14 hours per week and more than 100 works day per year, and who devote 50% of their time to administrative or supervisory duties in the capacity of an High School Principal."
- Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the High School Principal 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 ASSOCIATION RIGHTS

- Subd. 4.1 Use of Facilities: The High School Principal 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 High School Principal in Accordance with District policy.
- Subd 4.2 Indemnification: The High School Principal 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: High School Principal shall have the right to review his individual Personnel file in accordance with applicable Minnesota statutes.
- Subd. 4.4 Meet and Confer: The High School Principal has the right on an annual basis to request two (2) meet and confer meetings with the School Board.

ARTICLE 5 DISTRICT RIGHTS

- Subd. 5.1 Inherent Managerial Rights: The High School Principal recognizes that the District is not required to meet 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 200 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 High School Principal 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 High School Principal concur that the management nature of the duties and responsibilities of the High School Principal 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 High School Principal 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 High School Principal, because of his 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 High School Principal, employed by individual continuing contract for the 2023-2024 and 2024-2025 duty years, is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Annual Salary: The High School Principal employed by an individual continuing contract will be paid an annual salary. High School Principal 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 High School Principal 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: High School Principal shall be reimbursed at the Board 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 High School Principal 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 (MESPA) as are required, directed, or permitted by the School Board. The High School Principal shall present appropriate statements for approval as provided by law.

Subd. 8.6 Work Stoppage: High School Principal, 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 Stipend: A stipend of \$75 will be paid for supervision of spectator sport athletic events and dances (Homecoming, Snow Week and Jr. High Dances in the evening).

ARTICLE 9 - 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 High School Principal is eligible for School District contribution as provided in this Article as long as the High School Principal is employed by the School District. Upon termination of employment, all School District contributions shall cease. The High School Principal may remain in the plan for 18 months by paying his own premium as provided by M.S. 62A.17.

Subd. 9.4 Eligibility: The School District contribution will be provided to all High School Principals and provided on a pro rata basis for those High School Principals employed on a part time basis.

Subd. 9.5 Benefits: The School District will contribute to the High School Principal the amount of **\$20,775 for SY23-24 and \$21,668 for SY24-25** towards the cost of the health insurance policy premium, with the deductible of his choice.

CORE BENEFITS – 1. Health and Hospitalization insurance.

Subd. 9.6 Highly compensated employee component of the ACA. In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Subd. 9.7 Life Insurance: The School District shall provide, at its own expense, burial insurance for the High Principal in the amount of \$25,000.

Subd. 9.8 Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the High School Principal under the School District's group long-term disability insurance plan.

Subd. 9.9 Eligibility: The eligibility of the High School Principal and the High School Principal's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Subd. 10.0 Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE 10 LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.11 All full-time High School Principals shall earn sick leave **in combination with ESST** at the rate of (148.5) hours (17.5) Days for each year of employment in the school district. All High School Principals 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 High School Principals 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 (1,072) Hours (126) Days of sick leave per High School Principal.

Subd. 10.13 Sick leave with pay shall be allowed whenever an High School Principal's absence is found to have been due to illness which prevented his attendance at school and performance of duties on that day or days.

Subd. 10.14 The High School Principal's sick leave may be allowed for absences due to an illness of the High School Principal's spouse, parent or child as covered by M.S. 181.9413, on the same terms the High School Principal is able to use sick leave benefits for the High School Principal own illness as stated in Article X, Section 1 of the Master Contract.

Subd. 10.15 The School District may require the High School Principal 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 High School Principal 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 High School Principal.

Section 10.1B: Earned Safe and Sick Time (ESST):

Subd. 1. 48 hours of ESST will be accrued annually in combination with Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

Subd. 10.2 Bereavement Leave: Five (5) day's bereavement leave per death in the immediate family will be granted.

Immediate family to be defined as follows: wife or husband, son, daughter, mother, father, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law and 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. 10.3 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.

Subd. 10.4 National Convention: The High School Principal is authorized once every three (3) years with prior approval from the Superintendent. Registration, airfare and accommodations will be allowed for expenses.

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 High School Principal 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, an High School Principal 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 High School Principal will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said High School Principal making application and receiving approval for childcare leave under the terms of this Agreement may also qualify for sick leave based under 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 (3) 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 childcare leave or the duration thereof.

Subd. 10.56 In making a determination concerning the commencement and duration of a childcare leave, the school board shall not, in any event, be required to: (1) Grant any leave more than twelve (12) months in duration, (2) Permit the High School Principal to return to his or her employment prior to the date designated in the request for Childcare leave.

Subd. 10.57 An High School Principal 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 High School Principal to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the High School Principal mutually agrees to an extension of the leave.

Subd. 10.59 A High School Principal 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 High School Principal shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10.60 A High School Principal 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 High School Principal wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such groups' insurance programs, however, will terminate if the High School Principal does not return to the School District pursuant to this section.

Subd. 10.6 Sabbatical Leave: Sabbatical leave may be granted at the discretion of the School District. A High School Principal who returns from sabbatical leave within the provisions of this Section shall retain all previous experience credit, seniority, and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The High School Principal shall not accrue additional experience credit or leave during the period of absence for sabbatical leave.

Subd. 10.7 Personal Leave:

Subd. 10.71 At the beginning of the school year, each High School Principal shall be granted (34) hours (4) days of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of this agreement.

Subd. 10.72 Requests for personal leave must be made in writing to the Superintendent of Schools at least three (3) days in advance, except in the event of emergencies. All personal leaves must have prior approval.

Subd. 10.73 A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.

Subd. 10.74 Any unused personal leave days by June 30 of each contract year will be paid at 100% at the High School Principals daily rate of pay.

Subd. 10.8 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval.

ARTICLE 11 PRINCIPAL RETIREMENT

Subd. 11.1 403 (b) Plan: The MACCRAY School District shall maintain a 403(b) retirement saving plan for the High School Principal and will contribute \$3600 and **\$3770 for SY24-25** into the plan each year.

ARTICLE 12 GRIEVANCE PROCEDURE

Subd. 12.1 Grievance Definition: A "grievance" shall mean an allegation by a High School Principal resulting in a dispute or disagreement between the High School Principal and the School District as to the interpretation or application of terms and conditions contained in this agreement.

Subd. 12.2 Representative: The High School Principal 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. 12.3 Definitions and Interpretations:

Subd. 12.31 Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 12.32 Days: Reference today regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated a legal holiday by State Law.

Subd. 12.33 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. 12.34 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. 12.4 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 High School Principal and the School District's designee.

Subd. 12.5 Adjustment of Grievance: The School District and High School Principal shall attempt to adjust all grievances which may arise during the course of employment of any High School Principal within the District in the following manner:

Subd. 12.51 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. 12.52 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. 12.6 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. 12.7 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 High School Principal may appeal it to the next level.

Subd. 12.8 Arbitration Procedures: In the event that the High School Principal and the School District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 12.81 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. 12.82 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. 12.83 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. 12.84 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.

Subd. 12.85 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 de novo.

Subd. 12.86 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. 12.87 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. 12.88 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. 12.89 Duplication: A party shall not institute a grievance action and a Court action at the same time on the same action.

ARTICLE 13: Unrequested Leave of Absence

Section 1. Purpose:

The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

Section 2. Definitions:

Subd. 1. "Principal" shall mean a continuing contract principal or assistant principal appropriately licensed.

Subd. 2. "Seniority" shall mean employment under a continuing contract as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

Subd. 3. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals.

Section 3. Establishment of a Seniority List:

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principals bargaining unit.

Subd. 2. All principals will have a seniority date on the K-12 principal's seniority list.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 5. In the event the principals have equal seniority, their seniority ranking shall be determined by whoever has the Highest degree in his/her area of certification.

Subd. 6. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

Section 4. Placement on Unrequested Leave of Absence.

Subd. 1. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

Subd 2. Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the unity as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior.

Section 5. Reinstatement:

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. This list shall be updated every October 1st, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principals right to reinstatement shall terminate if the principal fails to file with the board by April 1 of any year a written statement requesting reinstatement.

Subd. 4. Notification of available positions shall be by certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three (3) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

ARTICLE 14: Duration

Subd. 14.1 Term of Contract: This Agreement shall remain in full force and effect for a period commencing July 1, 2023 except as specifically provided otherwise in the Agreement, through June 30, 2025 and thereafter until modified or terminated pursuant to the PELRA of 1971 as amended.

Subd. 14.2 Modification: if either party desires to modify or terminate this Agreement effective on June 30, 2025, it shall give written notice of such intent no later than April 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

Subd. 14.3 Effect: This Agreement constitutes the full and complete agreement between the District and the High School Principal. 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. 14.4 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. 14.5 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.

Article 15: Severance

Section 1. Terms: Principals who have completed at least 20 years of allowable service within the School District shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the school district. Principals shall receive pay in the amount obtained by calculating 25% of the daily rate of pay times the number of unused sick leave days (not to exceed 100 days = 850 hours).

Section 2. Terminated Employment: Severance pay shall not be granted to a principal whose employment has been terminated pursuant to MS122A.40.

SCHEDULE A - High School Principal

2023-2024 - \$ 98,500

2024-2025 - \$ 101,000

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 High School Principal.

Dated this ____ day of _____, 20__

Dated this ____ day of _____, 20__

High School Principal

MACCRAY Chairman

MACCRAY Clerk



MACCRAY Public Schools

ISD 2180 *Maynard – Clara City - Raymond*

**MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2023 – JUNE 30, 2025**

**MEDIA 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 Media Assistants, hereinafter referred to as the Media Assistants, who agrees to perform the duties as Media Assistants for the School District.

**ARTICLE II
DUTIES**

The Media Assistants shall perform intermediate Media work performing a variety of technology and media related tasks in a school environment, and related work as apparent or assigned. Work is performed under the general direction of the Technology Director, Principal, Business Manager and Superintendent. The Media Assistants shall perform all duties incident to the position of Media Assistants and such other duties as may be prescribed by the Technology Director, Principal, Business Manager, Superintendent and School Board from time to time. The Media Assistants 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 MEDIA ASSISTANTS 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 MEDIA ASSISTANTS recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The MEDIA ASSISTANTS recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The MEDIA ASSISTANTS 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 Media Assistants weekly hours for July 1, 2023 through June 30, 2025 shall be 34 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The Media Assistants 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, Media Assistants will work an additional ten (10) days before the start of the teacher start date and ten (10) days after the teacher end date and additional days as approved by the Technology Director, Business Manager, and/or Superintendent.

Subd. 1, Media Assistants 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. Media Assistants called back to duty while on a scheduled, unpaid lunch time will be paid for the entire 30 minutes. Media Assistants should only return to work if called back due to an emergency.

Section 2. Shifts and Starting Time:

All Media Assistants 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 Media Assistants 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 Media Assistants 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 Media Assistants shall earn paid sick leave at the rate of ten (10) days per year (85 hrs) **in combination with ESST** 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 Media Assistants immediate family, sick leave may be used as in the case of the Media 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 Media Assistants or other significant personal relationship.

Section 4B: Earned Safe and Sick Time (ESST):

Subd. 1.. 48 hours of ESST will be accrued in combination of Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

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 Media Assistants 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 Media Assistants personal attention which cannot be attended to when school is not in session.

Subd. 2, Media Assistants shall be granted one (1) day of sick leave to use as an additional personal day upon notification by the Secretary. Media Assistants 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 Media Assistants 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 Media Assistants 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 Media Assistants 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, 2023 through June 30, 2025 the District will provide the annual amount of \$8400 for SY23-24 and \$9300 for SY24-25 to be applied to each individual District Group Health Insurance Premium.

Section 2. Eligibility:

The School District contribution will be provided to all Media Assistants and provided on a pro rata basis for those Media Assistants employed on a part time basis. 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 Media Assistants hired from July 1, 2023 through June 30, 2024 will be \$16.25/hour and \$17.25/hour from July 1, 2024 through June 30, 2025. The Media Assistants shall be paid an hourly wage increase of \$2.00/hour from July 1, 2023 through June 30, 2024 and \$1.00/hour from July 1, 2024 through June 30, 2025. In addition to the base salary, overtime will be allowed with advance permission from the Technology Director or Superintendent of Schools.

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.

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

**ARTICLE VII
OTHER PROVISIONS**

Section 1. Dues: The Media Assistants are encouraged to belong to and participate in appropriate professional and educational 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 Media Assistants 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, 2023, and end on June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Media Assistants or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Media Assistants: The Media Assistants 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 Media Assistants 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 Media Assistants 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 Media 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 Media Assistants or until the School Board provides fifteen (15) calendar days of written notice of the termination of a Media Assistants employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the Media Assistants 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.

**MEDIA 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
_____, 20____.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 20____.

Media 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, 2023 – June 30, 2025**

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, Marketing and work as apparent or assigned. Work is performed under the general direction of the Elementary Principal, Early Childhood Coordinator, Community Education Director, 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, Community Education Director, 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, 2023 through June 30, 2025 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 total combined with ESST) 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 2: Earned Safe and Sick Time (ESST):

Subd. 1.. 48 hours of ESST will be accrued.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently

with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

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, Juneteenth, 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, 2023 through June 30, 2024 the District will provide the annual amount of \$8400 and \$9300 for July 1, 2024 through June 30, 2025 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 \$23.00/hour from July 1, 2023 through June 30, 2024 and \$24.50/per hour from July 1, 2024 to June 30, 2025. 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**

Section 1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2023, and end on June 30, 2025. 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 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 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
_____, 20__.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 20__.

District Administrative Assistant for
MARSS/Data & Marketing

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, 2023 – JUNE 30, 2025**

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, 2023 through June 30, 2025 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 total with ESST) 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 4B: Earned Safe and Sick Time (ESST):

Subd. 1. 48 hours of ESST will be accrued annually in combination with Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

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, Juneteenth, 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, 2023 through June 30, 2024 the District will provide the annual amount of \$8400, and \$9300 for July 1, 2024 to June 30, 2025 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 \$22.25/hour from July 1, 2023 through June 30, 2024. And an hourly wage of \$23.75/hour from July 1, 2024 through June 30, 2025. 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 \$1200 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

Section 1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2023, and end on June 30, 2024. 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 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 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
_____, 20____.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of
_____, 20____.

District Business Office Assistant

School Board Chair

School Board Clerk



MACCRA Y Public Schools
ISD 2180 *Maynard – Clara City - Raymond*

CONTRACT

Establishing the
Terms and Conditions of Employment

By and Between

MACCRA Y Schools

And

Jim Trulock
Activities Director

July 1, 2023 – June 30, 2025

ARTICLE 1 - PURPOSE

His Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Jim Trulock, Activities Director, has as its objective the establishment of the terms and conditions of employment 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 Activities Director will mean the employee covered by the agreement.
- Subd. 2.5 Parties shall mean the District and the Activities Director.
- Subd. 2.6 Other Terms not defined in the 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. "All MACCRAY Schools employees, who are certify by the MN Department of Education as a Activities Director who are employed for more than 14 hrs. per week & more than 100 work days per yr. & who devote 50% of their time to administrative/supervisory duties in the capacity of Activities Director."
- Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Activities Director 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 – ACTIVITIES DIRECTOR RIGHTS

- Subd. 4.1 Use of Facilities: The Activities Director shall have the right to use District Buildings before or after hours for meetings, scheduling such use with the Superintendent provided that the Activities Director shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Activities Director in Accordance with District policy.
- Subd 4.2 Indemnification: The Activities Director 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 the Article.
- Subd. 4.3 Personnel Files: The Activities Director shall have the right to review his/his individual Personnel file in accordance with applicable Minnesota statutes.
- Subd. 4.4 Meet and Confer: The Activities Director has the right on an annual basis to request two (2) meet and confer meetings with the School Board.

ARTICLE 5 - DISTRICT RIGHTS

- Subd. 5.1 Inherent Managerial Rights: The Activities 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, 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 the 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 the Agreement.

ARTICLE 6 - DUTY YEAR

- Subd. 6.1 The normal duty year shall be considered as 185 total days (This is 5/8 contract, Teacher portion is 3/8).
- Subd. 6.2 Specific Duty Year: These specific duty days during the calendar period July 1 through June 30 shall be established by the Director 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 Director concur that the management nature of the duties and responsibilities of the Director covered by the 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. 7.1 The Activities Director 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 and shall work 5.3 hrs./day for 159.4 days.

Subd. 7.2 The remaining 25.6 days shall be completed throughout the year.

Subd. 7.3 The Activities Director because of his duties and responsibilities agree to commit whatever time is necessary to accomplish such duties and responsibilities.

ARTICLE 8 – COMPENSATION

Subd. 8.1 Salary Schedule: The annual salary of the Activities Director employed by individual continuing contract for the 2019-2022 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 Activities Director employed by an individual continuing contract will be paid an annual salary. The Activities Director 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 Activities Director's 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: The Activities Director 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 Work Stoppage: The Activities Director, 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. 8.6 Stipend: A stipend of \$75 will be paid for supervision of spectator sport athletic events and dances (Homecoming, Sno Week and Jr. High Dances).

ARTICLE 9 - 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 Activities Director is eligible for School District contribution as provided in the Article as long as the Activities Director is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Activities Director may remain in the plan for 18 months by paying his own premium as provided by M.S. 62A.17.

Subd. 9.4 Eligibility: The School District contribution will be provided to all Activities Directors and provided on a pro rata basis for those Activities Directors employed on a part time basis.

Subd. 9.5 Benefits: The School District will contribute to the Activities Director's account under the MACCRAY ISD #2180 Flexible Benefits Plan on a monthly basis during the term of the Activities Director's employment **\$8400 for SY23-24, \$9300 for SY24-25 (including teacher portion) each year** which the Activities Director 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. (Total w/ teacher portion is **\$8500, \$9300**)

Subd. 9.6 Highly compensated employee component of the ACA. In the event the Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Subd. 9.7 Eligibility: The eligibility of the Activities Director and the Activities Director's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to the article.

Subd. 9.8 **Claims Against the School District:** The School District's only obligation is to purchase the insurance policies described in the article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in the article.

ARTICLE 10 - LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.11 The Activities Director shall earn sick leave at the rate of 100.5 hours (145.5 total w/ Teachers contract) for each year of employment in the school district. The Activities Director 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 Activities Directors 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 600 hours of sick leave.

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

Subd. 10.14 The Activities Director's sick leave may be allowed for absences due to an illness of the Activities Director's spouse, parent and child as covered by M.S. 181.9413, on the same terms the Activities Director is able to use sick leave benefits for the Activities Director own illness as stated in Article X, Section 1 of the Master Contract.

Subd. 10.15 The School District may require the Activities Director 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 Activities Director 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 Activities Director.

Section 2: Earned Safe and Sick Time (ESST):

Subd. 1. Every school year thereafter, 48 hours of ESST will be accrued.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remains subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The teacher will be advised when documentation is required

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

Subd. 10.2 **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. 10.3 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.

Subd. 10.4 Child Care Leave:

Subd. 10.41 A child care leave may be granted by the School District, subject to the provisions of the section to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 10.42 A Activities Director 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. 10.43 If the reason for the child care leave is occasioned by pregnancy, a Activities Director may elect to utilize sick leave pursuant to the sick leave provision of the Agreement in lieu of seeking childcare pursuant to the Section. A pregnant Activities Director will also provide at the time of the leave of application, a statement from his physician indicating date of delivery. Said Activities Director making application & receiving approval for childcare leave under the Agreement's terms may also qualify for sick leave based on the terms of the Agreement provided the sick leave shall not be used between the beginning and ending dates of the childcare leave.

Subd. 10.44 Three days of the yearly accrued sick leave may be allowed for an adoption of a child by a person covered under the master agreement. Pay shall be allowed for the leave and the days of absence shall be deducted from their sick leave.

Subd. 10.45 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 childcare leave or the duration hereof.

Subd. 10.46 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 Activities Director to return to his or his employment prior to the date designated in the request for Child cares leave.

Subd. 10.47 A Activities Director 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. 10.48 Failure of the Activities Director to return pursuant to the date determined under his section shall constitute grounds for termination unless the School District and the Activities Director mutually agrees to an extension of the leave.

Subd. 10.49 A Activities Director who returns from childcare leave within the provisions of his section shall retain all previous experience credit for pay purposes, seniority, and any unused leave time accumulated under the provisions of the agreement at the commencement of the beginning of the leave. The Activities Director shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10.5 Personal Leave:

Subd. 10.51 At the beginning of the school year, each Activities Director shall be granted twenty-nine and three-quarter 29.75 hours of personal leave nonrestrictive (42.5 total including teaching portion). Personal days refer to days not covered by any other provision of the agreement.

Subd. 10.52 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. 10.53 A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.

Subd. 10.6 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval. Activities Director will be able to attend the National Athletics/Activities Directors Convention, once every 3 years. Expenses will be paid by the District.

ARTICLE 11 – RETIREMENT SAVINGS PLAN

Subd. 11.1 403 (b) Plan: The MACCRAY School District shall maintain a 403(b) retirement savings plan for the Activities Director and will match \$2000 (including teacher portion) into the account each year.

ARTICLE 12 - GRIEVANCE PROCEDURE

Subd. 12.1 Grievance Definition: A “grievance” shall mean an allegation by the Activities Director resulting in a dispute or disagreement between the Activities Director and the School District as to the interpretation or application of terms and conditions contained in his agreement.

Subd. 12.2 Representative: The Activities Director 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. 12.3 Definitions and Interpretations:

Subd. 12.31 Extension: Time limits specified in his Agreement may be extended by mutual agreement.

Subd. 12.32 Days: Reference to “day” regarding time periods in his procedure shall refer to working days. A working day is defined as all weekdays not designated a legal holiday by State Law.

Subd. 12.33 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. 12.34 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. 12.4 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 hereof. 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 Activities Director and the District.

Subd. 12.5 Adjustment of Grievance: The School District and Activities Director shall attempt to adjust all grievances which may arise during the course of Employment of any Activities Director within the District in the following manner:

Subd. 12.51 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. 12.52 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 his level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Subd. 12.6 School District Review: The School District reserves the right to review any decision issued under Level I of his 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 his section, the School District reserves the right to reserve or modify such decision.

Subd. 12.7 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 Activities Director may appeal it to the next level.

Subd. 12.8 Arbitration Procedures: In the event that the Activities Director and the School District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 12.81 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. 12.82 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. 12.83 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of his 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 are 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. 12.84 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..

Subd. 12.85 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.

Subd. 12.86 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. 12.87 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. 12.88 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreement relating to grievances properly before the arbitrator pursuant to the terms of his procedure. The jurisdiction of the arbitrator shall not extend to propose changes. In terms and conditions of employment as defined herein and contained in his 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. 12.89 Duplication: A party shall not institute a grievance action & a Court action on the same action & time.

ARTICLE 13 - Unrequested Leave of Absence

Subd. 13.1 In the event it is necessary for the District to reduce the number of Activities Directors covered by his Agreement, the work force shall be reduced in accordance with MN Stat. 125.12, 6b.

ARTICLE 14 - Indemnification and Provision of Counsel

Subd. 14.1 In the event that an action is brought or a claim is made against the Activities Director arising out of or in connection with Activities Director's employment, and the Activities Director 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 the 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 15 - Duration

Subd. 15.1 Term of Contract: The Agreement shall remain in full force and effect for a period commencing July 1, 2023 except as specifically provided otherwise in the Agreement, through June 30, 2025 and hereafter until modified or terminated pursuant to the PELRA of 1971 as amended.

Subd. 15.2 Modification: if either party desires to modify the Agreement effective on July 1, 2023, it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of the Agreement.

Subd. 15.3 Effect: The Agreement constitutes the full and complete agreement between the District and the Activities Director. 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 the Agreement, shall not be open for negotiations during the term of the Agreement.

Subd. 15.5 Severability: The provisions of the Agreement shall be severable, and if any provision hereof 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 hereof under different circumstances.

Subd. 15.51 The Activities Director is to notify the Superintendent of his desire to request re-assignment by March 1 of the preceding year. The Activities Director will be re-assigned based on licensure and seniority of positions available for re-assignment.

Subd. 15.52 Upon evaluation the Superintendent may recommend discontinuance of the assignment as Activities Director by April 1 of the preceding year.

SCHEDULE A – Activities Director

2023-2024 \$61,506 2024-2025 \$64,889

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 Activities Director

Dated this ____ day of _____, 20 ____

Dated this ____ day of _____, 20 ____

For: MACCRAY School Board

Activities Director

Chairman

Clerk

CONTRACT

**Establishing the
Terms and Conditions of Employment**

By and Between

MACCRAY Schools

And

**Sarah Macht
MS/HS Dean of Students**

July 1, 2023 – June 30, 2025

ARTICLE 1 - PURPOSE

This Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Sarah Macht, hereinafter called the MS/HS Dean of Students, 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 MS/HS Dean of Students 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 MS/HS Dean of Students 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 – MS/HS DEAN OF STUDENTS

- Subd. 4.1 Use of Facilities: The MS/HS Dean of Students 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 MS/HS Dean of Students in Accordance with District policy.
- Subd 4.2 Indemnification: The MS/HS Dean of Students 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: MS/HS Dean of Students 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 MS/HS Dean of Students 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 170 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 MS/HS Dean of Students 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 MS/HS Dean of Students concur that the management nature of the duties and responsibilities of the MS/HS Dean of Students 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 MS/HS Dean of Students 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 MS/HS Dean of Students, 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 MS/HS Dean of Students employed by individual continuing contract for the 2023-2024 and 2024-2023 duty year is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Annual Salary: The MS/HS Dean of Students employed by an individual continuing contract will be paid an annual salary. MS/HS Dean of Students 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 MS/HS Dean of Students 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: MS/HS Dean of Students 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: MS/HS Dean of Students, 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.

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 MS/HS Dean of Students is eligible for School District contribution as provided in this Article as long as the MS/HS Dean of Students is employed by the School District. Upon termination of employment, all School District contributions shall cease. The MS/HS Dean of Students 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 MS/HS Dean of Students and provided on a pro rata basis for those MS/HS Dean of Students working 25 hours or more per week. All MS/HS Dean of Students may participate in CORE BENEFITS.

Subd. 9.5 Benefits: The School District will contribute to the MS/HS Dean of Students 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 **\$0 for 2023-2024, and \$0 for 2024-2023**, which the MS/HS Dean of Students may elect to apply toward the cost of benefits available under the Flexible Benefits Plan (including HSA) or to receive in cash. –CORE BENEFITS – 1. Health and Hospitalization insurance.

ARTICLE 10 - LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.11 All full-time MS/HS Dean of Students shall earn sick. Leave at the rate of **120 hours in combination with ESST** for each year of employment in the school district. All MS/HS Dean of Students 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 MS/HS Dean of Students 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 **(1080 hours) (127 Days)** of sick leave per MS/HS Dean of Students.

Subd. 10.13 Sick leave with pay shall be allowed whenever a MS/HS Dean of Students 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 MS/HS Dean of Students's sick leave may be allowed for absences due to an illness of the MS/HS Dean of Students's spouse, parent and child as covered by M.S. 181.9413, on the same terms the MS/HS Dean of Students is able to use sick leave benefits for the MS/HS Dean of Students own illness.

Subd. 10.15 The School District may require the MS/HS Dean of Students 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 MS/HS Dean of Students 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 MS/HS Dean of Students.

Section 10.1B: Earned Safe and Sick Time (ESST):

Subd. 1. 48 hours of ESST will be accrued annually in combination with Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

Subd. 10.2 Holidays and Vacation:

Subd. 10.21 The MS/HS Dean of Students shall receive the following paid holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, and Memorial Day.

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 Childcare Leave:

Subd. 10.51 A childcare 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 MS/HS Dean of Students 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 childcare leave is occasioned by pregnancy, a MS/HS Dean of Students 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 MS/HS Dean of Students will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said MS/HS Dean of Students 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 childcare leave or the duration thereof.

Subd. 10.56 In making a determination concerning the commencement & duration of a childcare 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 /MS/HS Dean of Students to return to his or her employment prior to the date designated in the request for Childcares leave.

Subd. 10.57 A MS/HS Dean of Students 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 MS/HS Dean of Students to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the MS/HS Dean of Students mutually agrees to an extension of the leave.

Subd. 10.59 A MS/HS Dean of Students 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 MS/HS Dean of Students shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10.50 A MS/HS Dean of Students on Childcare 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 MS/HS Dean of Students wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group's insurance programs, however, will terminate if the MS/HS Dean of Students 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 MS/HS Dean of Students shall be granted **four (4) days (34) hours** of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of this agreement.

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 MS/HS Dean of Students 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 MS/HS Dean of Students's Section 403(b) contributions up to **\$7200** per year.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

Subd. 13.2 Representative: The MS/HS Dean of Students 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 weekdays 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 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 MS/HS Dean of Students and the District.

Subd. 13.5 Adjustment of Grievance: The School District and MS/HS Dean of Students shall attempt to adjust all grievances which may arise during Employment of any MS/HS Dean of Students 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 MS/HS Dean of Students may appeal it to the next level.

Subd. 13.8 Arbitration Procedures: If the MS/HS Dean of Students 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 de novo.

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 MS/HS Dean of Students arising out of or in connection with MS/HS Dean of Students’s employment, and the MS/HS Dean of Students 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, 2023 except as specifically provided otherwise in the Agreement, through June 30, 2025 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, 2025, it shall give written notice of such intent no later than May 1, 2025. 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 MS/HS Dean of Students. 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 - MS/HS Dean of Students

2023-2024 \$ 60,000 2024-2025 \$ 62,000

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 MS/HS Dean of Students.

MS/HS Dean of Students

For: MACCRAY School Board

IN WITNESS WHEREOF, I have subscribed
My signature this _____ day of _____, 20_____.

IN WITNESS WHEREOF, we have subscribed
our signatures this _____ day of _____, 20_____.

MS/HS Dean of Students

School Board Chair

School Board Clerk



Teacher Contract

The School Board of Independent School District 2180 of the State of Minnesota, Clara City, Minnesota, enters into this agreement, pursuant to M.S. 125.12 as amended, with Rj Hogrefe a legally qualified and licensed teacher who agrees to teach in the public schools of said district as Social Studies Teacher for the school year 2024-2025.

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

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

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

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

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

\$ 43,000 For Basic Services: BA Yr 0
\$ For Additional Services as set forth in paragraph 6
\$ 43,000 Total salary, exclusive of fringe benefits.

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

IN WITNESS THEREOF I have subscribed my signature this 4th day of April 2024

Teacher: [Signature]

IN WITNESS THEREOF we have subscribed our signatures this _____ day of _____

Independent School District No. 2180

Clerk: _____

Chairperson: _____

MACCRAY PUBLIC SCHOOLS

2023-24 EMPLOYMENT AGREEMENT

With

Madeline Grates

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

JOB SUMMARY

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

TERMS OF EMPLOYMENT

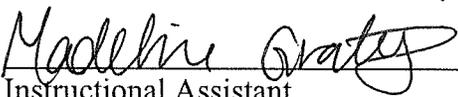
8 Hours – TBD/School Days
For the 23-24 SY only
Wage: \$15.25 per hour
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

EVALUATION

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

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

IN WITNESS WHEREOF, I have subscribed
My signature this 2nd day of April, 2024.


Instructional Assistant

IN WITNESS WHEREOF, we have subscribed
My signature this _____ day of _____, 2024.

School Board Chair

School Board Clerk



MACCRA Y Public Schools
ISD 2180 *Maynard – Clara City - Raymond*

CONTRACT

Establishing the
Terms and Conditions of Employment

By and Between

MACCRA Y Schools

And

Denise Smith
Community Education Director
Auditorium Coordinator

July 1, 2023 – June 30, 2025

ARTICLE 1 - PURPOSE

Her Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Denise Smith, Community Education Director, has as its objective the establishment of the terms and conditions of employment 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 Community Education Director will mean the employee covered by the agreement.
- Subd. 2.5 Parties shall mean the District and the Community Education Director.
- Subd. 2.6 Other Terms not defined in the 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. "All MACCRAY Schools employees, who are certify by the MN Department of Education as a Community Education Director who are employed for more than 14 hrs. per week & more than 100 workdays per yr. & who devote 50% of their time to administrative/supervisory duties in the capacity of Community Education Director."

Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Community Education Director 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 Mediation Services in accordance with the P.E.L.R.A.

ARTICLE 4 – COMMUNITY EDUCATION DIRECTOR RIGHTS

Subd. 4.1 Use of Facilities: The Community Education Director shall have the right to use District Buildings before or after hours for meetings, scheduling such use with the Superintendent provided that the Community Education Director shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Community Education Director in Accordance with District policy.

Subd 4.2 Indemnification: The Community Education Director 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 the Article.

Subd. 4.3 Personnel Files: The Community Education Director shall have the right to review her/her individual Personnel file in accordance with applicable Minnesota statutes.

Subd. 4.4 Meet and Confer: The Community Education Director has the right on an annual basis to request two (2) meet and confer meetings with the School Board.

ARTICLE 5 - DISTRICT RIGHTS

Subd. 5.1 Inherent Managerial Rights: The Community Education 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, 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 the 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 the Agreement.

ARTICLE 6 - DUTY YEAR

Subd. 6.1 The normal duty year shall be considered 1180 hours.

Subd. 6.2 Specific Duty Year: These specific duty days during the calendar period July 1 through June 30 shall be established by the Director 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 Director concur that the management nature of the duties and responsibilities of the Director covered by the 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. 7.1 The Community Education Director shall have 87% of a teachers contract or 1180 hours to be spread throughout 12 months. The duty day will be as needed and as agreed upon with the CER Director and Superintendent.

Subd. 7.3 The Community Education Director because of her duties and responsibilities agree to commit whatever time is necessary to accomplish such duties and responsibilities.

ARTICLE 8 – COMPENSATION

Subd. 8.1 Salary Schedule: The annual salary of the Community Education Director employed by individual continuing contract for the 2023-2024 and 2024-2025 duty year is established by Schedule A, attached hereto, and shall be considered part of the Agreement.

Subd. 8.2 Annual Salary: The Community Education Director employed by an individual continuing contract will be paid an annual salary. The Community Education Director 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 Community Education Director's 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: The Community Education Director 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 Work Stoppage: The Community Education Director, 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. 8.6 Stipend: A stipend of \$75 will be paid for supervision of spectator sport athletic events and dances (Homecoming, Sno Week and Jr. High Dances).

ARTICLE 9 - 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 Community Education Director is eligible for School District contribution as provided in the Article as long as the Community Education Director is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Community Education Director may remain in the plan for 18 months by paying her own premium as provided by M.S. 62A.17.

Subd. 9.4 Eligibility: The School District contribution will be provided to all Community Education Directors and provided on a pro rata basis for those Community Education Directors employed on a part time basis.

Subd. 9.5 Benefits: The School District will contribute to the Community Education Director account under the MACCRAY ISD #2180 Flexible Benefits Plan on a monthly basis during the term of the Community Education Director's employment the District contribution for teacher health insurance prorated to the percent of a teacher contract which the Community Education Director 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.

Subd. 9.6 Highly compensated employee component of the ACA. In the event the Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Subd. 9.7 Eligibility: The eligibility of the Community Education Director and the Community Education Director's dependent(s) and beneficiary(ties) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to the article.

Subd. 9.8 **Claims Against the School District:** The School District's only obligation is to purchase the insurance policies described in the article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in the article.

ARTICLE 10 - LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:

Subd. 10.11 The Community Education Director shall earn sick leave at the prorated rate of the teachers' hours for each year of employment in the school district **in combination with ESST**. The Community Education Director 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 Community Education Directors 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 the prorated hours of sick leave.

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

Subd. 10.14 The Community Education Director's sick leave may be allowed for absences due to an illness of the Community Education Director's spouse, parent and child as covered by M.S. 181.9413, on the same terms the Community Education Director is able to use sick leave benefits for the Community Education Director own illness as stated in Article X, Section 1 of the Master Contract.

Subd. 10.15 The School District may require the Community Education Director 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 Community Education Director 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 Community Education Director.

Section 2: Earned Safe and Sick Time (ESST):

Subd. 1. 48 hours of ESST will be accrued annually in combination with Sick Leave.

Subd. 2. ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual of 80 hours.

Subd. 3. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 4. When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 5. Leave will be deducted from accumulated ESST until ESST is exhausted.

Subd. 6. Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

Subd. 7. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Subd. 8. Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

Subd. 10.2 **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. 10.3 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leave will be deducted from sick leave.

Subd. 10.4 Child Care Leave:

Subd. 10.41 A childcare leave may be granted by the School District, subject to the provisions of the section to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

Subd. 10.42 A Community Education Director 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. 10.43 If the reason for the childcare leave is occasioned by pregnancy, a Community Education Director may elect to utilize sick leave pursuant to the sick leave provision of the Agreement in lieu of seeking childcare pursuant to the Section. A pregnant Community Education Director will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said Community Education Director making application & receiving approval for childcare leave under the Agreement's terms may also qualify for sick leave based on the terms of the Agreement provided the sick leave shall not be used between the beginning and ending dates of the childcare leave.

Subd. 10.44 Three days of the yearly accrued sick leave may be allowed for an adoption of a child by a person covered under the master agreement. Pay shall be allowed for the leave and the days of absence shall be deducted from their sick leave.

Subd. 10.45 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 childcare leave or the duration hereof.

Subd. 10.46 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 Education Director to return to her or her employment prior to the date designated in the request for Child cares leave.

Subd. 10.47 A Community Education Director 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. 10.48 Failure of the Community Education Director to return pursuant to the date determined under her section shall constitute grounds for termination unless the School District and the Community Education Director mutually agrees to an extension of the leave.

Subd. 10.49 A Community Education Director who returns from childcare leave within the provisions of her section shall retain all previous experience credit for pay purposes, seniority, and any unused leave time accumulated under the provisions of the agreement at the commencement of the beginning of the leave. The Community Education Director shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10.5 Personal Leave:

Subd. 10.51 At the beginning of the school year, each Community Education Director shall be granted 30 hours of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of the agreement.

Subd. 10.52 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. 10.53 A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.

Subd. 10.6 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval.

ARTICLE 11 – RETIREMENT SAVINGS PLAN

Subd. 11.1 403 (b) Plan: The MACCRAY School District shall maintain a 403(b) retirement savings plan for the Community Education Director and will match based on years of service that follows the teachers' master agreement (prorated).

<u>Years of service in the School District</u>	<u>Dollar Limit</u>
0-4	\$600
5-9	\$816

10-14	\$1008
15-19	\$1200
20+	\$1800

ARTICLE 12 - GRIEVANCE PROCEDURE

Subd. 12.1 Grievance Definition: A “grievance” shall mean an allegation by the Community Education Director resulting in a dispute or disagreement between the Community Education Director and the School District as to the interpretation or application of terms and conditions contained in her agreement.

Subd. 12.2 Representative: The Community Education Director or School District may be represented during any stop of the procedure by any person or agent designated by such part to act in her behalf.

Subd. 12.3 Definitions and Interpretations:

Subd. 12.31 Extension: Time limits specified in her Agreement may be extended by mutual agreement.

Subd. 12.32 Days: Reference today regarding time periods in her procedure shall refer to working days. A working day is defined as all weekdays not designated as a legal holiday by State Law.

Subd. 12.33 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. 12.34 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. 12.4 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 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 hereof. 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 Community Education Director and the District.

Subd. 12.5 Adjustment of Grievance: The School District and Community Education Director shall attempt to adjust all grievances which may arise during Employment of any Community Education Director within the District in the following manner:

Subd. 12.51 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. 12.52 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 her level and report its findings and recommendations to the School District. The School District shall then render its decision.

Subd. 12.6 School District Review: The School District reserves the right to review any decision issued under Level I of her 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 her section, the School District reserves the right to reserve or modify such decision.

Subd. 12.7 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 Community Education Director may appeal it to the next level.

Subd. 12.8 Arbitration Procedures: If the Community Education Director and the School District is unable to resolve any grievance, the grievance may be submitted to Arbitration as defined herein:

Subd. 12.81 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. 12.82 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. 12.83 Selection of Arbitrator: Upon the proper submission of a grievance under the terms of her 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 requests are 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. 12.84 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..

Subd. 12.85 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 de novo.

Subd. 12.86 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. 12.87 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 the 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. 12.88 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreement relating to grievances properly before the arbitrator pursuant to the terms of her procedure. The jurisdiction of the arbitrator shall not extend to the proposed changes. In terms and conditions of employment as defined herein and contained in her 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. 12.89 Duplication: A party shall not institute a grievance action & a Court action on the same action & time.

ARTICLE 13 - Unrequested Leave of Absence

Subd. 13.1 In the event it is necessary for the District to reduce the number of Community Education Directors covered by her Agreement, the work force shall be reduced in accordance with MN Stat. 125.12, 6b.

ARTICLE 14 - Indemnification and Provision of Counsel

Subd. 14.1 In the event that an action is brought, or a claim is made against the Community Education Director arising out of or in connection with Community Education Director's employment, and the Community Education Director 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 the 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 15 - Duration

Subd. 15.1 Term of Contract: The Agreement shall remain in full force and effect for a period commencing July 1, 2023 except as specifically provided otherwise in the Agreement, through June 30, 2025 and hereafter until modified or terminated pursuant to the PELRA of 1971 as amended.

Subd. 15.2 Modification: if either party desires to modify or terminate the Agreement effective on July 1, 2023, it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of the Agreement.

Subd. 15.3 Effect: The Agreement constitutes the full and complete agreement between the District and the Community Education Director. 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 the Agreement, shall not be open for negotiations during the term of the Agreement.

Subd. 15.5 Severability: The provisions of the Agreement shall be severable, and if any provision hereof 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 hereof under different circumstances.

Subd. 15.51 The Community Education Director is to notify the Superintendent of her desire to request re-assignment by March 1 of the preceding year. The Community Education Director will be re-assigned based on licensure and seniority of positions available for re-assignment.

Subd. 15.52 Upon evaluation the Superintendent may recommend discontinuance of the assignment as Community Education Director by April 1 of the preceding year.

SCHEDULE A – Community Education Director

2023-2024 \$68,316 2024-2025 \$71,013

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 Community Education Director

For: MACCRAY School Board

Community Education Director

Chairman

Clerk

Dated this ____ day of _____, 20__

District Negotiator

Dated this ____ day of _____, 20__