MACCRAY ISD 2180
Clara City, MN 56222
MACCRAY Board Room
Monday, Dec. 8, 2025
6:00 pm
TENTATIVE AGENDA

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

1.0 Truth in Taxation Hearing.
2.0 Call to Order
3.0 Pledge of Allegiance
4.0 Approval of the Agenda/Additions/Deletions
5.0 Public Comment - none
6.0 Consent Agenda – Action Required
- 6.1 Adoption of Minutes
- 6.2 Approve payment of bills and financial reports.
- 6.3 Accept resignation of Teacher for end of school year - A. Strunc.
- 6.4 Approve Terms and Conditions with Paraprofessionals.
- 6.5 Approve Terms and Conditions with Food Service Staff.
- 6.6 Approve Terms and Conditions with Custodians.
- 6.7 Approve Terms and Conditions with Administrative Assistants.
- 6.8 Approve Terms and Conditions with Media Assistants.
- 6.9 Approve contract with the Business/HR Director.
- 6.10 Approve contract with the District Admin. Assistant for MARSS/Data&Marketing.
- 6.11 Approve contract with the Food Service Director.
- 6.12 Approve contract with the Buildings and Grounds Director.
- 6.13 Approve contract with the Dean of Students.
- 6.14 Approve contract with the Accounts Payable/Purchasing Director.
- 6.15 Approve contract with the Activities Director.
- 6.16 Approve contract with the District Business Office Assistant (Payroll).
- 6.17 Approve contract with the Elementary Principal.
- 6.18 Approve contract with the Secondary Principal.
- 6.19 Approve Policy 501 - School Weapons Policy redline 12.8.2025
- 6.20 Approve Policy 502 - Search of Student Lockers, Desks, Personal Possessions, and Student's Person Redline 12.8.2025
- 6.21 Approve Policy 506 - Student Discipline Redline 12.8.2025

7.0 Communication Report

6.1 Communication Reports
- 7.1.1 Kati Hess - CER
- 7.1.2 Jim Trulock - Activities
- 7.1.3 Todd Bertram - Elementary Principal

7.1.4 Judd Wheatley - CACR Report

7.1.5 Adam Holm, Superintendent

6.2 Committee Reports -

6.3 Board Discussion

8.0 Business items – Action Required

8.1 Motion to start school before Labor Day in SY26-27 and SY27-28.

8.2 Certify 2025 Payable 2026 Property Tax Levy of $5,282,755.24

8.3 Approve Combined Polling Place Resolution.

8.4 Approve Pact for Families Membership ($1 per student = $728).

8.5 Approve Master Agreement with MACCRAY Education Minnesota.

8.6 Resolution accepting donations from Dover Firefighters' Relief Assn to FFA = $750 and from Citizen's Alliance Bank to the Music Department for $250.

9.0 Upcoming Meetings.

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

Regular Board Meeting, Monday, Feb. 9, 2026, MACCRAY Board Room, 6pm.

Regular Board Meeting, Monday, March 9, MACCRAY Board Room, 6pm.

10.0 Adjournment

Minutes of the Board of Education
Independent School District #2180
Regular Meeting #5
Monday, Nov. 10, 2025, 6:00 PM
MACCRAY Board Room

Members Present: Debi Brandt, Mark Kasella, John Hagemeyer, Ben Donner, Carmel Thein, Julie Alsum
Others Present: Adam Holm, Superintendent; Todd Bertram, Elem. Principal; Kim Sandry, Business Manager; Greg Peterson, Tech Director;

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

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

Public Comment: none

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

- Adoption of Minutes
- Approve payment of bills and financial reports.
- Approve Employment Agreement with Paraprofessional - M. Gregoire
- Approve Employment Agreement with Administrative Assistant - A. Haas
- Approve Math Masters program - J. Van Eps and H. Blanchette
- Approve Winter Coaches
  - Keyanna Peterson - Dance Volunteer
  - Isaac Post - JH BBB
  - Elsie Sumner - JH GBB
  - Kaitlynn Kienholz - JH GBB

Communications Reports:
Jon Archer, Schlenner, Wenner, &Co – Audit report
Todd Bertram – Elementary Principal
Adam Holm: District update.
Committee Reports/Board Discussion: School start date for SY26-27 and SY27-28. Special meeting time and date to discuss Superintendent evaluation.

Business Items:
Motion by Thein, second by Brandt, to approve the 2024-2025 Audited Financial Statements. Motion carried by unanimous vote.

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Resolution by Kasella, second by Brandt, accepting the following donations:

Donor	Item	Designated Purpose (if any)
2180 Foundation	Donor Board	Display Donors and items purchased
Immanuel Lutheran Church - Looney Lutherans	Proceeds from production (about $2000)	Community Education
Heiling Memorial	11 trees	

In favor: Donner, Kasella, Hagemeyer, Thein, Brandt, Alsum
Against: none
Resolution passed and adopted.

Meetings and Workshops:
Board working session, Monday, Dec. 8, MACCRAY Board Room, 5pm.
Truth in Taxation, Monday, Dec. 8, MACCRAY Board Room, 6pm.
Regular Board Meeting, Monday, Dec. 8, MACCRAY Board Room, following TNT.
Regular Board Meeting, Monday, Jan. 12, 2026, MACCRAY Board Room, 6pm

Adjournment of Meeting
Motion by Thein, second by Alsum, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 7:04 pm.

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

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

Sequence: Fd, Pro

	Description	26ORIG Annual Budget	Period 202605	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General							
	000 Administration	776,197.00	56,267.28	299,054.59	39%	3,677.33	39%	473,465.08
	100 District Support Services	392,590.00	22,107.42	128,088.07	33%	6,953.35	34%	257,548.58
	200 Elem & Secondary Regular Instr	4,838,265.00	384,641.85	1,299,126.65	27%	27,759.43	27%	3,511,378.92
	300 Vocational Education Instr	306,999.00	18,294.99	76,211.17	25%	830.90	25%	229,956.93
	400 Special Education Instr	2,200,603.00	168,705.14	529,490.84	24%	1,041.78	24%	1,670,070.38
	600 Instructional Support Services	546,072.00	24,869.02	238,425.97	44%	11,560.94	46%	296,085.09
	700 Pupil Support Services	1,423,897.00	22,094.58	302,691.94	21%	187,026.13	34%	934,178.93
	800 Sites & Buildings	830,000.00	30,614.46	362,359.92	44%	40,985.88	49%	426,654.20
	900 Fiscal & Other Fixed Costs	161,000.00	0.00	164,154.01	102%	0.00	102%	(3,154.01)
01	**General**	11,475,623.00	727,594.74	3,399,603.16	30%	279,835.74	32%	7,796,184.10
02	Food Service							
	700 Pupil Support Services	650,378.00	28,365.43	166,221.60	26%	32,689.81	31%	451,466.59
02	**Food Service**	650,378.00	28,365.43	166,221.60	26%	32,689.81	31%	451,466.59
04	Community Service							
	500 Community Ed & Services	538,859.00	44,161.70	165,222.65	31%	6,660.16	32%	366,976.19
04	**Community Service**	538,859.00	44,161.70	165,222.65	31%	6,660.16	32%	366,976.19
05	Capital Outlay							
	800 Sites & Buildings	502,776.00	0.00	299,042.91	59%	16,048.72	63%	187,684.37
05	**Capital Outlay**	502,776.00	0.00	299,042.91	59%	16,048.72	63%	187,684.37
07	Debt Redemption							
	900 Fiscal & Other Fixed Costs	3,124,080.00	0.00	515,177.50	16%	0.00	16%	2,608,902.50
07	**Debt Redemption**	3,124,080.00	0.00	515,177.50	16%	0.00	16%	2,608,902.50
21	Student Activity							
	200 Elem & Secondary Regular Instr	0.00	0.00	66,398.06	0%	10,647.38	0%	(77,045.44)
21	**Student Activity**	0.00	0.00	66,398.06	0%	10,647.38	0%	(77,045.44)
	Report Totals:	16,291,716.00	800,121.87	4,611,665.88	28%	345,881.81	30%	11,334,168.31

Ind. School District #2180

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
BND2		64033	5616	Check	1	1063		Ehlers & Associates, Inc.		Yes	No	No	11/25/2025	2,250.00
												Bank Total:		$2,250.00
Pay		63985		Wire	1	00867		PERA		No	No	No	11/18/2025	13,312.54
Pay		63986		Wire	1	00868		MN Teachers Retirement Assoc.		No	No	No	11/18/2025	36,841.15
Pay		63987		Wire	1	2181		Aviben		No	No	No	11/18/2025	9,892.54
Pay		63988		Wire	1	2385		MN Department of Revenue		No	No	No	11/18/2025	10,282.57
Pay		63989		Wire	1	2875		Internal Revenue Service		No	No	No	11/18/2025	67,680.63
Pay		63990		Wire	1	2985		Aviben FLEX		No	No	No	11/18/2025	2,448.04
Pay		64060		Wire	1	00867		PERA		No	No	No	11/28/2025	12,890.17
Pay		64061		Wire	1	00868		MN Teachers Retirement Assoc.		No	No	No	11/28/2025	37,467.68
Pay		64062		Wire	1	2181		Aviben		No	No	No	11/28/2025	13,809.21
Pay		64063		Wire	1	2385		MN Department of Revenue		No	No	No	11/28/2025	9,556.48
Pay		64064		Wire	1	2875		Internal Revenue Service		No	No	No	11/28/2025	64,463.02
Pay		64065		Wire	1	2985		Aviben FLEX		No	No	No	11/28/2025	2,448.04
Pay		63506	61925	Check	1	00528		Bremer Bank		Yes	No	Yes	11/17/2025	(170.00)
Pay		63653	62041	Check	1	00528		Bremer Bank		Yes	No	Yes	11/17/2025	(170.00)
Pay		63704	62081	Check	1	00528		Bremer Bank		Yes	No	Yes	11/17/2025	(170.00)
Pay		63894	62234	Check	1	2985		Aviben FLEX		Yes	No	No	11/03/2025	136.29
Pay		63893	62235	Check	1	2943		Sweep Hardware		Yes	No	No	11/03/2025	79.59
Pay		63896	62236	Check	1	2359		Amazon Capital Services		Yes	No	No	11/03/2025	3,081.28
Pay		63897	62237	Check	1	4553		Nordic Solar HoldCo Phase 2, LLC		Yes	No	No	11/03/2025	7,734.18
Pay		63898	62238	Check	1	4652		3P Learning Inc.		Yes	No	No	11/03/2025	1,680.00
Pay		63903	62239	Check	1	5084		BROUWER, EILEEN		Yes	No	No	11/03/2025	400.00
Pay		63900	62240	Check	1	1451		CDW Government, Inc		Yes	No	No	11/03/2025	79.77
Pay		63899	62241	Check	1	00048		Clara City Telephone Company		Yes	No	No	11/03/2025	413.31
Pay		63901	62242	Check	1	1762		Donners Crossroads Truckstop		Yes	No	No	11/03/2025	31.16
Pay		63902	62243	Check	1	5039		Donner's Garage Inc		Yes	No	No	11/03/2025	1,256.66
Pay		63907	62244	Check	1	5171		Follett Content Solutions, LLC		Yes	No	No	11/04/2025	160.84
Pay		63910	62245	Check	1	5238		Ellingson Plumbing & Heating		Yes	No	No	11/04/2025	156.75
Pay		63908	62246	Check	1	00105		Hillyard / Hutchinson		Yes	No	No	11/04/2025	172.81
Pay		63909	62247	Check	1	00862		John's Radiator		Yes	No	No	11/04/2025	128.64
Pay		63911	62248	Check	1	00044		City of Clara City		Yes	No	No	11/04/2025	3,280.75
Pay		63912	62249	Check	1	1908		MN Dept of Labor and Industry		Yes	No	No	11/04/2025	145.00
Pay		63914	62250	Check	1	4016		Almich's Market		Yes	No	No	11/04/2025	146.26
Pay		63916	62251	Check	1	2126		Menards - Willmar		Yes	No	No	11/05/2025	56.48
Pay		63917	62252	Check	1	5153		Stony Creek Dairy		Yes	No	No	11/05/2025	1,978.90
Pay		63918	62253	Check	1	2195		Central MN Christian School		Yes	No	No	11/05/2025	58,520.01

Ind. School District #2180

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Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		63920	62254	Check	1	3280		Guertin, Dave		Yes	No	No	11/06/2025	130.00
Pay		63922	62255	Check	1	3962		Indianhead Foodservice Distributor		Yes	No	No	11/06/2025	7,663.15
Pay		63919	62256	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	11/06/2025	178.00
Pay		63923	62257	Check	1	5385		Suter, Jacob		Yes	No	No	11/06/2025	130.00
Pay		63921	62258	Check	1	3554		TRIO Supply Co		Yes	No	No	11/06/2025	415.28
Pay		63924	62259	Check	1	5325		Real Food Inc.2021		Yes	No	No	11/06/2025	72.00
Pay		63926	62260	Check	1	5235		Blue Cross Blue Shield of Minnesota		Yes	No	No	11/06/2025	69,952.08
Pay		63925	62261	Check	1	1936		Palmer Bus Service, Inc		Yes	No	No	11/06/2025	131,655.01
Pay		63927	62262	Check	1	00105		Hillyard / Hutchinson		Yes	No	No	11/07/2025	183.21
Pay		63928	62263	Check	1	3297		Wohlman, Julie		Yes	No	No	11/07/2025	217.93
Pay		63930	62264	Check	1	5536		Dambroten, Kayla		Yes	No	No	11/07/2025	14.00
Pay		63931	62265	Check	1	00308		SW & WC Service Cooperative		Yes	No	No	11/07/2025	16,301.28
Pay		63932	62266	Check	1	1989		Robert Brooke & Associates		Yes	No	No	11/07/2025	353.60
Pay		63934	62267	Check	1	2126		Menards - Willmar		Yes	No	No	11/07/2025	58.36
Pay		63933	62268	Check	1	00701		Southside Lumber		Yes	No	No	11/07/2025	102.96
Pay		63936	62269	Check	1	5587		Eckroth Music		Yes	No	No	11/07/2025	218.22
Pay		63935	62270	Check	1	3987		Sarlettes Music		Yes	No	No	11/07/2025	190.29
Pay		63937	62271	Check	1	5483		Christopher, Heather		Yes	No	No	11/10/2025	1,935.00
Pay		63938	62272	Check	1	3032		MN Bureau of Criminal Apprehension		Yes	No	No	11/10/2025	15.00
Pay		63942	62273	Check	1	1680		BSN Sports, LLC		Yes	No	No	11/10/2025	849.98
Pay		63939	62274	Check	1	00046		Clara City Herald		Yes	No	No	11/10/2025	450.50
Pay		63940	62275	Check	1	00251		Clara City Implement		Yes	No	No	11/10/2025	7.30
Pay		63945	62276	Check	1	5166		GreatAmerica Financial Svcs.		Yes	No	No	11/10/2025	441.45
Pay		63944	62277	Check	1	5118		Quadient Finance USA, Inc.		Yes	No	No	11/10/2025	500.00
Pay		63943	62278	Check	1	3552		West Central Conference		Yes	No	No	11/10/2025	50.00
Pay		63941	62279	Check	1	00844		West Central Sanitation, Inc.		Yes	No	No	11/10/2025	1,528.86
Pay		63946	62280	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	11/11/2025	82.08
Pay		63947	62281	Check	1	3311		J.W. Pepper & Son, Inc.		Yes	No	No	11/11/2025	102.49
Pay		63948	62282	Check	1	4326		Kennedy & Graven, Chartered		Yes	No	No	11/11/2025	132.50
Pay		63950	62283	Check	1	00077		Farmers Coop Oil Co.		Yes	No	No	11/11/2025	129.83
Pay		63951	62284	Check	1	2541		Haug-Kubota LLC		Yes	No	No	11/12/2025	2,067.44
Pay		63953	62285	Check	1	1451		CDW Government, Inc		Yes	No	No	11/12/2025	73.91
Pay		63955	62286	Check	1	5171		Follett Content Solutions, LLC		Yes	No	No	11/13/2025	387.40
Pay		63954	62287	Check	1	3962		Indianhead Foodservice Distributor		Yes	No	No	11/13/2025	5,376.12
Pay		63956	62288	Check	1	5552		Language Testing International, Inc		Yes	No	No	11/13/2025	69.00
Pay		63957	62289	Check	1	4497		Montevideo Community Education		Yes	No	No	11/13/2025	100.00
Pay		63958	62290	Check	1	3592		Dooley's Natural Gas		Yes	No	No	11/14/2025	8,403.77
Pay		63961	62291	Check	1	5608		AGET Manufacturing Company		Yes	No	No	11/14/2025	103.68

Ind. School District #2180

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		63960	62292	Check	1	2126		Menards - Willmar		Yes	No	No	11/14/2025	86.41
Pay		63959	62293	Check	1	01389		School Specialty, LLC		Yes	No	No	11/14/2025	42.44
Pay		63963	62294	Check	1	4291		Region 3A		Yes	No	No	11/14/2025	3,670.00
Pay		63964	62295	Check	1	1451		CDW Government, Inc		Yes	No	No	11/17/2025	1,806.94
Pay		63969	62296	Check	1	5050		Dakota Business Solutions		Yes	No	No	11/17/2025	89.00
Pay		63970	62297	Check	1	5171		Follett Content Solutions, LLC		Yes	No	No	11/17/2025	42.17
Pay		63966	62298	Check	1	3280		Guertin, Dave		Yes	No	No	11/17/2025	130.00
Pay		63967	62299	Check	1	3582		Guertin, Josh		Yes	No	No	11/17/2025	130.00
Pay		63965	62300	Check	1	2088		Hal Leonard		Yes	No	No	11/17/2025	77.08
Pay		63968	62301	Check	1	3697		Southern Minnesota Inspection Co., LLC		Yes	No	No	11/17/2025	850.00
Pay		63974	62302	Check	1	1039		Citizens Alliance Bank		Yes	No	No	11/17/2025	672.00
Pay		63978	62303	Check	1	4802		Colonial Life		Yes	No	No	11/17/2025	1,572.28
Pay		63977	62304	Check	1	4594		Kensington Bank		Yes	No	No	11/17/2025	980.00
Pay		63975	62305	Check	1	3402		Lake Region Bank		Yes	No	No	11/17/2025	100.00
Pay		63972	62306	Check	1	00880		MACCRAY Education Association		Yes	No	No	11/17/2025	3,173.04
Pay		63976	62307	Check	1	4043		MN Child Support Center		Yes	No	No	11/17/2025	60.50
Pay		63973	62308	Check	1	00881		NCPERS Group Life Ins. c/o Member Ber		Yes	No	No	11/17/2025	8.00
Pay		63971	62309	Check	1	00023		UNUM Life Insurance Company		Yes	No	No	11/17/2025	44.13
Pay		63993	62310	Check	1	4295		Gruchow, Brandon		Yes	No	No	11/18/2025	75.00
Pay		63992	62311	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	11/18/2025	127.20
Pay		63994	62312	Check	1	5166		GreatAmerica Financial Svcs.		Yes	No	No	11/18/2025	2,850.42
Pay		64001	62313	Check	1	5304		Ban-Koe Companies, Inc.		Yes	No	No	11/19/2025	3,360.00
Pay		63998	62314	Check	1	2928		Borch's Sporting Goods, Inc		Yes	No	No	11/19/2025	410.00
Pay		63997	62315	Check	1	01432		Chappell Central, Inc.		Yes	No	No	11/19/2025	4,878.97
Pay		63996	62316	Check	1	00105		Hillyard / Hutchinson		Yes	No	No	11/19/2025	1,139.61
Pay		63999	62317	Check	1	3032		MN Bureau of Criminal Apprehension		Yes	No	No	11/19/2025	15.00
Pay		64000	62318	Check	1	4242		Turbo Turf, LLC		Yes	No	No	11/19/2025	1,350.00
Pay		64002	62319	Check	1	2126		Menards - Willmar		Yes	No	No	11/19/2025	141.82
Pay		64003	62320	Check	1	4245		Wheatley, Judd		Yes	No	No	11/19/2025	77.00
Pay		64006	62321	Check	1	5560		Brinkman, Lydia		Yes	No	No	11/19/2025	38.88
Pay		64010	62322	Check	1	3280		Guertin, Dave		Yes	No	No	11/20/2025	130.00
Pay		64011	62323	Check	1	3582		Guertin, Josh		Yes	No	No	11/20/2025	130.00
Pay		64013	62324	Check	1	3962		Indianhead Foodservice Distributor		Yes	No	No	11/20/2025	5,329.72
Pay		64009	62325	Check	1	2126		Menards - Willmar		Yes	No	No	11/20/2025	21.00
Pay		64012	62326	Check	1	3961		New Dominion School		Yes	No	No	11/20/2025	1,586.12
Pay		64008	62327	Check	1	00905		Trulock, James		Yes	No	No	11/20/2025	54.26
Pay		64015	62328	Check	1	5515		Office of MNIT Services		Yes	No	No	11/20/2025	60.50
Pay		64014	62329	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	11/20/2025	127.20

Ind. School District #2180

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
Pay		64016	62330	Check	1	00105		Hillyard / Hutchinson		Yes	No	No	11/20/2025	2,261.39
Pay		64017	62331	Check	1	5610		Minnewaska Marine		Yes	No	No	11/20/2025	975.69
Pay		64018	62332	Check	1	4760		Savvas Learning Company LLC		Yes	No	No	11/21/2025	2,935.44
Pay		64021	62333	Check	1	1960	RE	Chippewa County Auditor/Treasurer		Yes	No	No	11/24/2025	761.71
Pay		64027	62334	Check	1	5611		Class Solver, LLC		Yes	No	No	11/24/2025	445.40
Pay		64023	62335	Check	1	3586		MASSP		Yes	No	No	11/24/2025	600.00
Pay		64025	62336	Check	1	4698		Pankratz, Char		Yes	No	No	11/24/2025	199.13
Pay		64022	62337	Check	1	2932		Sandry, Kim		Yes	No	No	11/24/2025	14.89
Pay		64028	62338	Check	1	5612		Sleepy Eye High School		Yes	No	No	11/24/2025	50.00
Pay		64024	62339	Check	1	3697		Southern Minnesota Inspection Co., LLC		Yes	No	No	11/24/2025	4,557.00
Pay		64020	62340	Check	1	00191		Teacher's Discovery		Yes	No	No	11/24/2025	232.65
Pay		64026	62341	Check	1	5609		TPRS Books		Yes	No	No	11/24/2025	313.00
Pay		64029	62342	Check	1	2923		VISA - CABank		Yes	No	No	11/25/2025	14,407.94
Pay		64031	62343	Check	1	00763		Pan-O-Gold Baking Company		Yes	No	No	11/25/2025	171.52
Pay		64034	62344	Check	1	1350		Southwest MN State University		Yes	No	No	11/25/2025	3,300.00
Pay		64036	62345	Check	1	3962		Indianhead Foodservice Distributor		Yes	No	No	11/25/2025	5,545.27
Pay		64037	62346	Check	1	1469		Xcel Energy		Yes	No	No	11/25/2025	5,367.70
Pay		64039	62347	Check	1	00105		Hillyard / Hutchinson		Yes	No	No	11/26/2025	2,989.19
Pay		64050	62354	Check	1	1039		Citizens Alliance Bank		Yes	No	No	11/28/2025	672.00
Pay		64054	62355	Check	1	4802		Colonial Life		Yes	No	No	11/28/2025	1,572.28
Pay		64053	62356	Check	1	4594		Kensington Bank		Yes	No	No	11/28/2025	470.00
Pay		64051	62357	Check	1	3402		Lake Region Bank		Yes	No	No	11/28/2025	100.00
Pay		64048	62358	Check	1	00880		MACCRAY Education Association		Yes	No	No	11/28/2025	3,173.04
Pay		64052	62359	Check	1	4043		MN Child Support Center		Yes	No	No	11/28/2025	60.50
Pay		64049	62360	Check	1	00881		NCPERS Group Life Ins. c/o Member Ber		Yes	No	No	11/28/2025	8.00
Pay		64047	62361	Check	1	00023		UNUM Life Insurance Company		Yes	No	No	11/28/2025	232.61
												Bank Total:		$697,715.47
SA		63895	23015	Check	1	2359		Amazon Capital Services		Yes	No	No	11/03/2025	277.94
SA		63913	23016	Check	1	4016		Almich's Market		Yes	No	No	11/04/2025	51.48
SA		63915	23017	Check	1	4343		Flowers from the Heart		Yes	No	No	11/05/2025	186.00
SA		63929	23018	Check	1	5579		EF Educational Tours		Yes	No	No	11/07/2025	4,610.04
SA		63949	23019	Check	1	00077		Farmers Coop Oil Co.		Yes	No	No	11/11/2025	740.89
SA		63952	23020	Check	1	00905		Trulock, James		Yes	No	No	11/12/2025	101.44
SA		63962	23021	Check	1	4990		Sleepy Eye Basketball Boosters		Yes	No	No	11/14/2025	100.00
SA		63991	23022	Check	1	2548		Meca Sportswear		Yes	No	No	11/18/2025	255.75
SA		63995	23023	Check	1	5489		Hoberg, Deb		Yes	No	No	11/18/2025	86.00
SA		64004	23024	Check	1	2939		Johnson, Ben		Yes	No	No	11/19/2025	82.11

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
SA		64005	23025	Check	1	3625		Olson, Bryce		Yes	No	No	11/19/2025	49.54
SA		64007	23026	Check	1	5495		Sarah Norbie		Yes	No	No	11/19/2025	180.00
SA		64019	23027	Check	1	00507		West Central Trophies		Yes	No	No	11/24/2025	134.55
SA		64030	23028	Check	1	2923		VISA - CABank		Yes	No	No	11/25/2025	88.84
SA		64032	23029	Check	1	2948		Brouwer, Tory		Yes	No	No	11/25/2025	48.22
SA		64035	23030	Check	1	4280		Viking Coca-Cola		Yes	No	No	11/25/2025	535.25
SA		64038	23031	Check	1	5002		CORE Fundraising		Yes	No	No	11/25/2025	3,107.20

Bank Total: $10,635.25

Report Total: $710,600.72

INVESTMENTS OUTSTANDING
June 30, 2025

MSDMAX Fund – MSDLAF	
MSDMAX Fund Balance as of June 30, 2025	$2,605.46
Interest - July 31, 2025	$9.38
Interest – Aug. 31, 2025	$9.40
Interest – Sept. 30, 2025	$9.04
Interest – Oct. 31, 2025	$9.15
Interest – Nov. 30, 2025	$8.52
BALANCE	**$2,650.95**

LIQUID ASSET FUND	
Money Market Balance as of June 30, 2025	$1,766.21
Interest – July 31, 2025	$6.23
Interest – Aug. 31, 2025	$6.23
Interest – Sept. 30, 2025	$6.00
Interest – Oct. 31, 2025	$6.06
Interest – Nov. 30, 2025	$5.64
BALANCE	**$1,796.37**

Citizens Alliance Bank
Special Money Market Savings

Balance as of June 30, 2025	$4,902,759.34
Interest – July 31, 2025 (Transfer out $1,260,370.66)	$2,593.20
Interest – Aug. 31, 2025 (Transfer in $1,300,000.00)	$2,424.75
Interest – Sept. 30, 2025 (Transfer out $200,000.00)	$3,146.24
Interest – Oct. 31, 2025 (Transfer in $200,000)	$3,073.30
Interest – Nov. 30, 2025 (Transfer in $300,000)	$3,067.84
BALANCE	**$5,056,694.01**

MACCRAY Schools Enrollment 25-26

	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Pre-K	58	70	72	72	73			
K	42	48	48	48	48			
1	47	47	47	47	47			
2	46	46	48	48	47			
3	62	63	62	62	61			
4	60	61	60	59	59			
5	50	51	52	52	52			
K-5 Subtota	307	316	317	316	314	0	0	0
eK-5 Subto	365	386	389	388	387	0	0	0
6	60	61	61	62	61			
7	63	66	66	65	65			
8	66	71	71	70	69			
9	63	62	63	63	63			
10	48	50	49	49	49			
11	48	48	47	47	46			
12	59	58	56	56	56			
Subtotal	407	416	413	412	409	0	0	0
K-12 Total	714	732	730	728	723	0	0	0
P-12 Total	772	802	802	800	796	0	0	0

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

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use, or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use, or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

D. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device

designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. ~~-~~As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. ~~-~~As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. ~~-~~If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:

1. active licensed peace officers;

2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;

3. persons authorized to carry a pistol under Minnesota Statutes, section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes, section 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes, section 97B.045;

   a. ~~Section~~Minnesota Statutes, section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. ~~Section~~Minnesota Statutes, section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. ~~Section~~Minnesota Statutes, section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with ~~Sections~~sections 624.714 and 624.715.

5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;

6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. a gun or knife show held on school property;

8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or

9. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

~~[NOTE: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]~~

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes, section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. immediate out-of-school suspension;

2. confiscation of the weapon;

3. immediate notification of police;

4. parent or guardian notification; and

5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

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

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

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

~~**[NOTE: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]**~~

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES

The school district must electronically report to the Minnesota Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.

Legal References:
Minn. Stat. § 97B.045 (Transporting Firearms)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M., 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

SCHOOL DISTRICT
Board Policy 502
MACCRAY Public School 2180
Original 1995
Revised: 2014
Reviewed: 2025

502- SEARCH OF STUDENT LOCKERS, DESKS, PERSONAL POSSESSIONS, AND STUDENT'S PERSON

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

I. PURPOSE

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the school district's policies against contraband.

II. GENERAL STATEMENT OF POLICY

A. Lockers and Personal Possessions Within a Locker

Pursuant to Minnesota statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. -Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. -The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. -As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. Desks

School desks are the property of the school district.- At no time does the school district relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

C. Personal Possessions and Student's Person

The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. -The search will be reasonable in its scope and intrusiveness.

D. A violation of this policy ~~for~~occurs when students ~~to~~ use lockers and desks for unauthorized purposes or to store contraband. ~~It shall be a~~A violation ~~for~~occurs when students ~~to~~ carry contraband on their person or in their personal possessions.

III. DEFINITIONS

A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.

B. "Personal possessions" includes, but is not limited to, purses, backpacks, bookbags, packages, and clothing.

C. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.

D. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

IV. PROCEDURES

A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.

B. School officials may inspect the personal possessions of a student and/or a student's person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student's person will be reasonable in its scope and intrusiveness.

C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.

D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.

E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.

F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.

G. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

V. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

VI. SEIZURE OF CONTRABAND

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

VII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

~~***Legal References:***~~ ~~U. S. Const., amend. IV~~
~~Minn. Const., art. I, § 10~~
~~*New Jersey v. T.L.O.*, 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985) Minn. Stat. § 121A.72 (School Locker Policy)~~

~~***Cross References:***~~ ~~MSBA/MASA Model Policy 417 (Chemical Use and Abuse)~~
~~MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)~~
~~MSBA/MASA Model Policy 501 (School Weapons)~~
~~MSBA/MASA Model Policy 506 (Student Discipline)~~

Legal References: U. S. Const., amend. IV
Minn. Const., art. I, § 10
Minn. Stat. § 121A.72 (School Locker Policy)
New Jersey v. T.L.O., 469 U.S. 325 (1985)
G.C. v. Owensboro Public Schools, 711 F.3d 623 (6th Cir. 2013)

Cross References: MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 506 (Student Discipline)

506 STUDENT DISCIPLINE

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

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under Minnesota Statutes, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section ~~120B.02~~120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district

website.

V. AREAS OF RESPONSIBILITY

A. The School Board.

The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent.

The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal.

The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising ~~his or her~~the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

D. Teachers.

All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. ~~In~~A teacher, in exercising the ~~teacher's~~person's lawful authority, ~~a teacher~~ may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

E. Other School District Personnel.

All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall

be as authorized and directed by the superintendent. ~~-~~A school employee, school bus driver, or other agent of a school district, in exercising ~~his or her~~the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

F. Parents or Legal Guardians~~.~~

Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. ~~-~~They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students~~.~~

All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members~~.~~

Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent ~~imminent~~ bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent ~~imminent~~ bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education (MDE) as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities,

events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the

school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district personnel,

and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from

class pursuant to the procedures established by this discipline policy. –"Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

~~[NOTE: The following Sections C. – J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]~~

C. Procedures for Removal of a Student From a Class.

1. Contact office to relay information or ask for assistance

2. Approved through Office contact

3. Behavior referral forms (hard copy or electronic) completed by teacher/staff, electronic data reporting system under the direction of the Principal.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. Designation of where student is to go when removed: Office of Administration and/or Dean of Students;

2. Designation of how student is to get to designated destination: Escorted by staff or Office notified by teacher that student is dismissed from class;

3. Whether student must be accompanied: At staff discretion;

4. Statement of what student is to do when and while removed: Complete work provided by staff and/or process with Administration or designee;

5. Designation of who has control over and responsibility for student after removal from class: Office personnel.

F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.

1. Specification of procedures: Principal or Designee determine if student may return to class;

2. Actions or approvals required such as notes, conferences, readmission plans: Office Discipline Referral form completed, contact with teacher, meetings with staff/student/parent, or other form of contact, as needed.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action: Use of Office Discipline Referral Form w/ subsequent contact via appropriate communication format

2. Actions or approvals required, such as notes, conferences, readmission plans: Use of Office Discipline Referral Form w/ subsequent contact via appropriate communication format

H. ~~Disabled~~ Students with a Disability; Special Provisions.

1. Consultation with Special Education Case Manager

2. Procedures for students with disabilities will be determined by the IEP teams and will follow current IDEA rules and regulations, including due process.

3. Through the referral process, there will be a consultation with the Student Assistance Team, at Administrative discretion

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. Team may include building Principal, Social Worker, Counselor, Activities Director, and local law enforcement. and

2. Report of violation, with evidence, will result in involvement of building Principal,

Social Worker, Counselor, Activities Director, and local law enforcement

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

1. Interventions include, but are not limited to parent contact, referral to administration, or referral to Student Assistance Team as staff position is appropriate

K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.

1. Interventions include, but are not limited to parent contact, referral to administration, or referral to Student Assistance Team as staff position is appropriate

L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.

1. Interventions include, but are not limited to parent contact, referral to administration, or referral to Student Assistance Team as staff position is appropriate

M. Any Procedures ~~-~~Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services;

1. Interventions include, but are not limited to parent contact and referral to Student Assistance Team

N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031;

O. Unscheduled Student Removal From Class

1. A public school is encouraged to adopt a school policy on parental notification for unscheduled student removal from class. The public school must consult with child abuse prevention experts to incorporate best practices into the school policy. A public school with a policy on parental notification

2.

~~**[NOTE: The 2024 Minnesota legislature enacted this provision, which does not require a school board to adopt policy language. School districts may determine whether to adopt policy language.]**~~

XII. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. ~~-~~Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use

nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. ~~–~~A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, ~~school readiness plus,~~ voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the ~~School Board~~school board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. ~~-~~This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete

all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section ~~121A.41, subdivision 10,~~121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one ~~school~~ day ~~or less~~, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through

electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes, chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. ~~–~~Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. ~~–~~The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of ~~the Minnesota Department of Education~~MDE (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes, section 121A.49.~~–~~ The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. ~~-~~The report must also include the

student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the ~~MDE~~ Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or

had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes, section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes, section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes, chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide

relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping

Awareness and Prevention Instruction)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

~~*(Sample Form)*~~

~~**NOTICE OF SUSPENSION**~~

~~(Date)~~

~~(Name of Parent or Guardian)~~
~~(Address)~~
~~(City, State, Zip)~~

~~Dear (Parent or Guardian)~~

~~(Name of Student) has been suspended from (name of school) for (number of days) commencing on (date).~~

~~The grounds for suspension are:~~

~~Briefly, the facts that have been determined are:~~

~~The testimony received was:~~

~~An administrative conference to determine the above was conducted before~~

~~_____, at _____ on _____~~
~~(Name of Administrator) (Time) (Date)~~

pursuant to Minn. Stat. §§ 121A.40-121A.56, a copy of which is enclosed.

The plan of readmission is:

Alternative educational services in the form of homework will be available to be picked up at the school after _____[date]_____.

While suspended, the student may not come on any school campus except with you for the purpose of discussing conduct.

If you have any questions, please call.

Sincerely,

_____

Administrator

Enc: Minn. Stat. §§ 121A.40-121A.56

MACCRAY Community Ed & Rec
Kati Hess, Director

December 2025 Board Report

Fall Programming Update

- See Fall 2025 Summary Sheet
- Thank you to all the volunteer coaches/instructors who make these programs possible.

Youth Fall Scholarship Program

- Used $290 on programs this Fall
    - 9 Scholarships given
    - 6 Families
    - 8 different students
    - Mostly used for athletics
- Received a 2180 Foundation Grant - Thank you!!

Upcoming Facilities Usage

- Holiday Kick-Off - Lions Club - Pancake Supper - Nov. 28th
- Holiday Kick-Off - CC Royalty - Games & Activities - Nov. 28th
- Blood Drive - NHS - Dec 3rd
- Youth Basketball Tournament - Hoops Club - Dec. 13th
- Youth Basketball Tournament - Hoops Club - Jan. 24th
- Youth Basketball Tournament - Hoops Club - Feb. 7th

The Looney Lutherans - Immanuel Lutheran Church in Clara City

- Proceeds from the event were donated to Community Education. $2,000 donated
    - Youth Scholarship Funds
    - Assist with funding gaps
        - Allowing us to offer high-quality programs at an affordable cost. This is especially important when registration numbers fall short or to keep programs accessible for all families.

Winter 2025 Booklet

- Program breakdown
    - 4 ECFE classes (1 & 2 yr olds/ 3 to 5 yr olds/ PK & K Registration Night)
    - 9 Youth enrichment classes (Ukulele/ Art/ 4-H/ FFA/ Safety Classes)
    - 6 Youth athletic activities (Basketball/ Volleyball/ Wrestling/ Fitness)
    - 6 Adult enrichment classes (Cooking/ Planters/ Driving/ ABE/ QPR)
    - 5 Adult athletic activities (Fitness/ Walkers/ SAILS/ Basketball)
- New this year
    - QPR Training- Question, Persuade, Refer
        - Free suicide prevention training for anyone 16+
        - Open to the public on January 13th, 2026
    - Community Events
        - Holiday Celebrations from each town
        - Open Gym - Raymond & Clara City
        - Middle & High School Information - Homework Club, Blood Drive, etc.

MACCRAY Community Ed & Rec
Fall 2025 Break Down

Youth Activities

Flag Football (1st & 2nd)	17
Flag Football (3rd & 4th)	34
Football (5th & 6th)	37
Volleyball (5th & 6th)	24
Jr. Aces Tennis (5th & 6th)	7
Karate (All ages)	32
Fitness Center (6-12th)	25
Magic in Motion Dance (PK-4th)	70

Adult Enrichment

55+ Driver Improvement	5
Sweet & Sourdough Co.	7
Fall Planters	2
ABE Classes	12
Looney Lutherans	153

Adult Activities

Fitness & Weights for Women	12
Strength & Conditioning	1- canceled
Wolverine Walkers	4
SAILS	17

Youth Enrichment

Fall Extravaganza (K-3rd)	14
Fall Yummy Treats (3rd-5th)	11
Arts & Crafts Club (K-2nd)	15
Arts & Crafts Club (3rd-5th)	6
Intro to Guitar (3rd-5th)	7
Beginners Spanish (3rd-6th)	5
4H Sensory Explores (3rd +)	5
4H Wildlife & Outdoor (3rd-6th)	6
4H Robotics & Legos (3rd-6th)	14
Jr. Players Musical (3rd-5th)	11

ECFE

M-Cubs	12 - max
Little Adventurers (1-2 yr)	12 - max
Run Run As Fast.. (1-2 yr)	12 - max
Charlie Brown Thanks..(3-5 yr)	12 - max
Run Run As Fast.. (3-5 yr)	12 - max
Preschool Screening - Spring	28
Pumpkin Patch Party (Birth -5th)	138

December 2025 Activities Director Report

I. Congratulations to the Musical Directors and all students involved in the Musical. The shows went well and without a hitch. Between the three performances, we had 517 paid customers attend. I say that because there were many others in attendance as workers/helpers etc.

II. Congratulations to Emma Thein for scoring her 1,000th career point at the Wabasso GBB Tournament.

III. As an FYI, we have been approved by the Region Committee to host the subsection "One Act Play" competition on January 24, 2026. The hoops club is hosting an elementary basketball tournament that day as well but we will figure out the logistics on how to make this work as we get closer to that date. This is a great opportunity to show off our great facility and Auditorium.

IV. As an FYI, we agreed to host the area's "Math League Competition" on Monday, 2/9/26. This has been at the ACGC school in the past and will be our first time hosting this event. I will assist Mr. Olson since he's our professional in this area.

V. As the 3rd FYI, we agreed to host this year's "Regional Knowledge Bowl" competition on Monday, March 16, 2025. Again, I will be assisting our coach Seth Falk run this event.

VI. JH GBB practice will begin on January 5, 2026.

Schedule A
2025-2026 Base Pay

BA	BA +15	BA +30	BA +45	MA/BA +60	MA + 15	MA +30
43,000	**44,440**	**45,880**	**47,320**	**48,760**	**50,200**	**51,640**

1. The above line would be the minimum starting rate for a person hired for the 2025-2026 school year.
2. The Salary increase for all certified staff in **25-26 is** 4.25%

3. Lane changes will be figured by adding an additional $1,440 to the teacher's base salary per lane change.
4. Certified staff that are newly hired (during the 2023-24 school year) will have a salary adjustment up to match the new base pay.($0)

Schedule B
2026-2027 Base Pay

BA	BA +15	BA +30	BA +45	MA/BA +60	MA + 15	MA +30
45,000	**46,440**	**47,880**	**49,320**	**50,760**	**52,200**	**53,640**

1. The above line would be the minimum starting rate for a person hired for the 2026-2027 school year.
2. The Salary increase for all certified staff in **26-27** is 4.25%

3. Lane changes will be figured by adding an additional $1,440 to the teacher's base salary per lane change.

Schedules C and D

Extra Curricular Schedules	2025-2026						2026-2027					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Head Coach: FB, VB, WR, BBB, GBB, Dance Team	5419	5557	5698	5843	5992	6146	5419	5557	5698	5843	5992	6146
Head Coach: Softball, Track, Baseball	4835	4958	5085	5215	5347	5484	4835	4958	5085	5215	5347	5484
Head Coach: Tennis, Golf, Cross Country, Asst/JV/9th Coach: FB, VB, WR, BBB, GBB, Dance Team, Head Coach Musical (2)	4257	4365	4476	4590	4708	4828	4257	4365	4476	4590	4708	4828
Assistant Coach: Softball, Track, Baseball	3481	3568	3661	3753	3850	3946	3481	3568	3661	3753	3850	3946
Assistant Coach: Tennis, Cross Country, Golf	2902	2976	3052	3130	3208	3292	2902	2976	3052	3130	3208	3292
Jr. High Coaches: FB, VB, GBB, BBB, Baseball, Softball, Track, Tennis, Golf, Wrestling	2324	2382	2443	2507	2570	2635	2324	2382	2443	2507	2570	2635
Pepband	2709	2778	2849	2921	2997	3072	2709	2778	2849	2921	2997	3072
Spring Play Director	3133	3211	3291	3373	3457	3543	3133	3211	3291	3373	3457	3543
Knowledge Bowl, One Act Director, Assistant Musical*	2133	2188	2244	2301	2360	2419	2133	2188	2244	2301	2360	2419
Prom, Math League, Marching Band/Drumline (1)	1548	1586	1626	1669	1710	1754	1548	1586	1626	1669	1710	1754
Jazz Band, JR/SR Class Supervisors**, NHS, BPA, Yearbook	968	993	1019	1043	1071	1099	968	993	1019	1043	1071	1099
HS Student Council, MS Student Council	580	593	607	623	640	656	580	593	607	623	640	656
Spelling Bee, Middle School Student Counc	281	287	295	303	310	318	281	287	295	303	310	318

Supervision of Events (unless extended event): **$75** per event
Compensation for Music Teacher directly involved with Graduation or Coronation events - **$35** per event.
Attending Director at MSHSL music/arts contests - compensated **$100**/day.
Behind the Wheel Drivers Ed @ **$27/hr**
College level class teacher: $500 per semester
Concession Supervisor **$85** per event
Weight Training Coach: Fall Season $750, Winter Season $1500, Spring Season $750.

* Musical assistants like props coordinator, vocal coach, etc
** These supervisors split the pay equally.

December School Board Meeting
MACCRAY Elementary

Mr. Todd Bertram PK-5 Principal

- Celebrations
  - 17 Students to receive the **Wolverine Way Award** (12/05)
  - 333 PRIDE tickets in November.
  - ELA Standard Alignment has started.

- Progress Monitoring for Math and Reading
  - Every 3 weeks

- We continue to see gains with our phonics program
  - UFLI (K-3rd grade)

- Events of the Month
  - I attended a Division Principals meeting on MTSS & Math
    - 12-02
  - Tricia C. from SWWC was at our school for two days to help with Tier I reading.
    - 12-02 / 12-03
  - Data-Based Decision Making Throughout the Tiers @ SWWC
    - 12/10
  - Phase II Read Act Registration: Neuhaus
    - 12/15
  - El. Music Concert
    - 12/18

DEPARTMENT OF EDUCATION

Levy Certification

Taxes Payable 2026
2180-01-000-000 MACCRAY School District
kimsandry

Home/Levy Method

Home/Levy Method

District Levy Summary

Subtotals By Levy Category

Title	Limit	Proposed	Certified
GENERAL - RMV VOTER	1,032,519.13	1,032,519.13	1,032,519.13
GENERAL - RMV OTHER	427,139.06	427,139.06	427,139.06
GENERAL - NTC VOTER	0.00	0.00	0.00
GENERAL - NTC OTHER	611,514.46	611,514.46	611,514.46
COMMUNITY SERVICE - NTC OTHER	70,575.35	70,575.35	70,575.35
GENERAL DEBT - NTC VOTER	2,860,110.68	2,860,110.68	2,860,110.68
GENERAL DEBT - NTC OTHER	280,896.56	280,896.56	280,896.56
OPEB DEBT - NTC VOTER	0.00	0.00	0.00
OPEB DEBT - NTC OTHER	0.00	0.00	0.00

Subtotals By Fund

Title	Limit	Proposed	Certified
GENERAL FUND	2,071,172.65	2,071,172.65	2,071,172.65
COMMUNITY SERVICES FUND	70,575.35	70,575.35	70,575.35
GENERAL DEBT SERVICE FUND	3,141,007.24	3,141,007.24	3,141,007.24
OPEB/PENSION DEBT SERVICE FUND	0.00	0.00	0.00

Subtotals By Tax Base

Title	Limit	Proposed	Certified
REFERENDUM MARKET VALUE	1,459,658.19	1,459,658.19	1,459,658.19
NET TAX CAPACITY	3,823,097.05	3,823,097.05	3,823,097.05

Subtotals By Truth In Taxation Category

Title	Limit	Proposed	Certified
VOTER APPROVED	3,892,629.81	3,892,629.81	3,892,629.81
OTHER	1,390,125.43	1,390,125.43	1,390,125.43

Total Levy

Title	Limit	Proposed	Certified
TOTAL LEVY	5,282,755.24	5,282,755.24	5,282,755.24

APPENDIX 1 (rev. 7/17)

RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR MULTIPLE PRECINCTS AND DESIGNATING HOURS DURING WHICH THE POLLING PLACES WILL REMAIN OPEN FOR VOTING FOR SCHOOL DISTRICT ELECTIONS NOT HELD ON THE DAY OF A STATEWIDE ELECTION

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

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. **Each combined polling place must be a polling place that has been designated by a county or municipality.** The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

Combined Polling Place: Maynard Community Center, 321 Mabel Street, Maynard, MN 56260

"This combined polling place serves all territory in Independent School District No. 2180, located in the City of Maynard, Crate Township, Havelock Township, Leenthrop Township, Grace Township, Louriston Township, Granite Falls Township, Stoneham Township and Wang Township, in Chippewa or Renville County, Minnesota."

Combined Polling Place: Raymond Community Center, 314 Spicer Avenue, Raymond, MN 56282.

"This combined polling place serves all territory in Independent School District No. 2180 located in City of Raymond, St. Johns Township, Edwards Township, Holland Township, Willmar Township, Whitefield Township, City of Willmar, in Chippewa or Kandiyohi County, Minnesota."

Combined Polling Place: Clara City Community Center, 215 NW 1st. St., Clara City, MN 56222

"This combined polling place serves all territory in Independent School District No.2180, located in the City of Clara City, Woods Township, Lonetree Township, and Rheiderland Township, of Chippewa County, Minnesota."

Combined Polling Place: MACCRAY Public Schools: 711 Wolverine Drive, Clara City, MN 56222

"This combined polling place serves all territory in Independent School District No.2180, located in the City of Clara City, Woods Township, Lonetree Township, and Rheiderland Township, of Chippewa County, Minnesota."

"This combined polling place serves all territory in Independent School District No.2180."

*3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election during hours to be determined.

Note: See Section 3.6 of the Election Manual regarding certain restrictions on voting hours.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

(If a combined polling place is changed, the change must be adopted at least ninety (90) days prior to the first election where it will be used unless that polling place has become unavailable for use.)

Note: A resolution similar to this model resolution must be adopted by December 31 of each year, and the combined polling places specified shall be the combined polling places for the following calendar year.

_____
MACCRAY School Board Clerk

MASTER AGREEMENT

July 1, 2025 through June 30, 2027

by & between

MACCRAY PUBLIC SCHOOLS
ISD 2180

and the

MACCRAY EDUCATION ASSOCIATION

Master Agreement - MACCRAY Public Schools

Article I Purpose

Section 1. Parties: This Agreement is entered into between Independent School District #2180 (MACCRAY Public Schools), hereafter referred to as the School District, & the MACCRAY Education Association, employees, hereafter referred to as the exclusive representative pursuant to & in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereafter referred to as PELRA, to provide the terms and conditions of employment for Teachers during the duration of this Agreement.

Article II Recognition of Exclusive Representative

Section 1. Recognition: In accordance with PELRA, the School District recognizes the MACCRAY Education Association as the exclusive representative of Teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Units: The exclusive representative shall represent all the Teachers of this School District as defined in this Master Agreement and in ~~said act~~ PELRA.

Article III Definitions

Section 1. Appropriate Unit

In accordance with the results of the certification order issued by the Director of the Bureau of Mediation Services, State of Minnesota, the Board recognizes the Union as the exclusive representative of all teachers in the appropriate unit as defined herein.

The appropriate unit shall consist of all teachers of Independent School District No. 2180, MACCRAY Minnesota, as defined in this section, employed in a position for which the person must be licensed by the Minnesota Professional Educator Licensing and Standards Board (PELSB), including those on leave of absence who are guaranteed a position upon their return, excluding the following employees: supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than 50% of their time to administrative and supervisory duties; any paraprofessional educational assistant or teaching assistant positions whether or not they are required to hold a certificate of license issued by the Minnesota Department of Education, and all other employees.

Section 2. School District: For purposes of administering this Agreement, the term "School District," shall mean the School Board or its designated representative.

Section 3. Bureau "Bureau" means the Minnesota Bureau of Mediation Services.

Section 4. Commissioner. "Commissioner of the Minnesota Bureau of Mediation Services" or "Commissioner" means the Commissioner of the Bureau of Mediation Services.

Section 5. Exclusive representative. "Exclusive representative" means the employee organization or union which has been certified by the commissioner to meet and negotiate with the District on behalf of all employees in the appropriate unit.

Section 6. Teacher. The term "teacher" includes every person regularly employed, as a teacher, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as placement teacher and visiting teacher. Any individual in position for which the school district or Board of Teaching requires a license shall also be covered by these sections as teachers if licensed as teachers or as school librarians. The term "teacher" shall also include a person employed as a licensed school nurse, physical therapist, occupational therapist, art therapist, music therapist, or audiologist.

Section 7. Terms and Conditions of Employment: The words, "terms and conditions of employment" mean the hours of employment, the compensation, therefore, including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

Article IV School District Rights

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teachings services prescribed by the School District and shall be governed by the Laws of the State of Minnesota and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the Laws of the State of Minnesota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 5. School Management Rights: Effective with the 2001-2002 school year, all full-time or part-time Teachers are required to maintain license(s) in the area(s) in which they are currently licensed. Area(s) may only be dropped with School Board approval. Violation of this provision may be grounds for termination of the Teacher's individual contract.

Article V Teacher Rights

Section 1. Expressions of Views: Teachers and the exclusive representative have the right to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as this is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative. Nothing herein shall require any teacher to perform labor or services against his or her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiations, grievance procedures, and terms and conditions of employment for such Teachers.

Section 3. Request for Dues Check off: Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt of a properly executed authorization card of the teacher involved, payroll clerk will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization and/or exclusive representation in 18 equal installments, beginning in September.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgements, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this agreement.

Section 4. Personnel Files: Pursuant to MS 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual Teacher shall be available during regular School District business hours to each individual Teacher upon written request. The Teacher shall have the right to reproduce any of the contents of the files at the Teacher's expense and to submit for inclusion in the file written information in response to any material contained herein. No materials shall be placed in the Teacher's personnel file without prior notification given to the Teacher, and only one official file shall be kept per Teacher by the School District for use in official school district proceedings. However, the School District may destroy such files as provided by law.

Section 5: Part-Time Personnel: Part-time certified personnel are defined as those certified employees covered under this Master Agreement who work less than the full-time contracted time specified in this Master Agreement, and they shall receive a prorated portion of all bargained salaries, fringe benefits, and all other benefits as set forth in the Master Agreement based on the proportion of time they are employed as compared to full-time certified personnel.

Article VI Basic Schedule and Rate of Pay

Section 1. Basic Compensation:

Subd. 1. 2025-26 Rates of Pay: The wages & salaries reflected in Schedule A, attached, shall be effective only for the 2025-26 school yr.

Subd. 2. 2026-27 Rates of Pay: The wages & salaries reflected in Schedule B, attached, shall be effective only for the 2026-27 school yr.

Subd. 3. Method of Payment: Teachers will be paid in twenty-four (24) equal, bi-monthly installments. The payment date will be the last weekday nearest the 15th & 30th of each month. A Teacher may elect, by written request, to receive all unpaid salary for the previous school yr. on the June 15th payday. If the Teacher contract year ends after June 15th, the payday would be the last day of the contract.

Section 2: Status of Salary Schedules: A Teacher's current pay will be increased by the amount negotiated and listed in the Tiered Fixed Dollar Increase, Schedules A and B. A lane change may occur even though a successor Agreement has not been executed. A Teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds which shall be stated in writing to the Teacher involved prior to March 1. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a Teacher on the appropriate salary schedule.

Subd. 1. Germane: Credits to be considered for applications on any lane of the salary schedule must be credits germane to the Teacher's contractual duties or to the Teacher's license area in which they have taught or are currently teaching as determined by the School District or its designated representative. Teachers may also bank credits for other license areas which will be accepted if the Teacher is assigned to those areas. Only banked credits earned within the last five years will apply. All credits must carry a B or higher or pass on the Pass/Fail system, but only when it is the only option available.

Subd. 2. Grade and Credits: All credits in the master's program will apply on the salary schedule and must carry a grade average of B or higher or pass on the Pass/Fail system, but only when it is the only option available.

Subd. 3 Prior Approval: All credits, in order to be considered for application on the salary schedule, must be germane according to subdivision 1 as approved in writing by the School District or its designated representative prior to taking the course.

Subd. 4 Effective Date: Individual contracts will be modified to reflect qualified lane changes bi-annually effective September 15 and March 15 provided a transcript of qualified credits is submitted to the Superintendent's office by September 15 and March 15. Credits submitted by transcript after these dates, even though otherwise qualifying, shall not be considered until the following qualifying date. If a transcript is not available by the above dates, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received. Salary for a lane change effective March 15 shall be prorated as follows: 50% of lane change added in current school year, 50% of lane change added in next school year ~~The number of Teacher duty days from March 15 through the last Teacher duty day of the year divided by the total yearly number of Teacher duty days as outlined in this master agreement (currently 159.4 days).~~ Salary for a lane change effective September 15 shall be changed effective for the total year. The salary adjustment will not be prorated for this date but shall apply for the total yearly Teacher duty days as outlined in this master agreement (currently 159.4 days) during the school year of the effective date~~.~~

Subd. 5. Advanced Degree Program: A Teacher shall be paid on the master's degree lane or higher if the degree program is germane to the Teacher's contractual duties or to the Teacher's license area in which they have taught or are currently teaching, within the School District, as determined by the School District or its designated representatives. If the School District moves a Teacher being paid on the master's lane to another area of teaching, the Teacher will continue to be paid on the master's lane. Banked credits earned during the time period allowed by the Graduate Institution will be allowed on the salary schedule. Credits allowed by the Graduate Institution will be allowed on the salary schedule. Teachers entering a master's program must have their program approved by the School District.

Subd. 6 Applications: Credits to apply to lanes beyond a particular lane must be earned subsequent to the earnings of the degree, must be offered through an accredited college, university, institution, or technical college. All credits must be earned at the graduate level.

Subd. 7. Prior Experience: A new Teacher with previous teaching experience shall be placed in the appropriate lane and compensated as agreed upon between the school district and the Teacher. This subdivision is not grievable.

Section 4. Pay Deduction: Whenever a pay deduction is made for a Teacher's absence, the annual salary divided by the number of Teacher duty days shall be deducted for each day's absence.

Article VII Extra Compensation

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C, attached hereto, shall be effective only for the **2025-26** school year; Schedule D, attached hereto, shall be effective only for the **2026-27** school year.

Section 2. Extra-Curricular Assignments: A Teacher who has had experience in other school systems in an assigned extra-curricular duty shall be placed on the extra-curricular salary schedule as agreed between the District & the Teacher. This subdivision is not grievable.

Section 3. Compensation for Substituting: By mutual agreement between the principal and the Teacher, a Teacher, may fill in a classroom period for another Teacher or paraprofessional who is absent for a sum of $30.00 per class period at the secondary level. Elementary Teachers who agree to fill a classroom period of another elementary Teacher or paraprofessional will be reimbursed $20.00 per class period, $30 for double class periods = 2 class periods in elementary = specials that are 2 class periods. (Clarification: Past practice is that payment is only allowed for a teacher's prep time.)

Section 4. Summer School, Monday School, and Homebound Pay: Teachers who are teaching summer school, Monday School, or homebound shall be paid at the teachers' hourly rate of pay for prep time and for teaching time. They will be allowed one (1) hour of prep time per four (4) hours of teaching time.

Section 5. Curriculum Writing: Teachers writing district curriculum shall be paid the teachers' hourly rate of pay if the curriculum is approved by the district. The curriculum is property of the district.

Section 6. Overload: Any Teacher directed by the School District to teach an overload will be compensated at the rate of 1/7 of Teacher basic pay if the overload requires no extra preparation or at the rate of 1/6 of their basic pay if the overload requires an extra preparation. An overload will be defined as more than 6 class periods per day at the secondary level or a duty assignment allowing for less than 50 minutes per day of prep time at the elementary level.

Section 7: Extended Contract: The Vocational Agriculture Instructors ~~shall~~ may receive a total of 60 days collectively at the instructor's daily rate of pay for Ag extended contract time. The total of 60 days may be divided differently if agreed upon by both teachers and the Superintendent.

Section 8: Special Education Services: Teachers that perform duties required by a student's IEP during the summer or special education evaluations for Birth to 3 years required by law, will be paid at their regularly hourly wage. If no ECSE MACCRAY service providers wish to do Part C evaluations and/or provide direct service to Part C, the District will contract outside of the school district. Staff will notify the district in writing by January 1st of each year if they do not wish to provide Part C services.

Section 9: The School District will reimburse teachers up to $8500 for tuition, books, mileage and supplies for certification by the Higher Learning Commission required by the School District and agreed upon by the Superintendent for up to 18 credits. The teacher will submit all receipts to prove expenses up to $8500. The teacher will agree to work for the School District for at least 5 years. Commencing at the end of the 18 credits earned necessary to teach College Now or College in the High School coursework, the District will pay 40% of the submitted receipts, then 20% each year for the next 3 years. If said teacher leaves employment at the School District the payments toward the HLC coursework will cease. Payment will be made in June.

Section 10: Bonus for those retiring/leave District and declaring early. If a letter of retirement/resignation is received by January 5th, the teacher will receive $1800. If the letter is received by March 5th, the teacher will receive $500. Both are payable on the last paycheck or June 30.

Article VIII Group Insurance – Calendar year 2026 will be ICHRA. The insurance committee will evaluate between ICHRA and Group Insurance as needed.

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Claims against School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amount as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits to any individual by an insurance carrier.

Section 3. Duration of Insurance Contribution: A Teacher is eligible for School District contributions as provided in this article as long as the Teacher is employed by the School District. Upon termination of employment by either party, all School District contributions shall cease. The Teacher may remain in the plan for eighteen (18) months by paying his/her own premium by the 20th day of each month preceding the month for which it applies. Failure to make such a payment will result in cancellation of the policy. Pursuant to MS 62A.17.

Section 4. Sub-Group Retirees: Staff members under this agreement are eligible to participate in the group health insurance plan indefinitely provided they are receiving a disability benefit or are receiving an annuity from a MN Public Pension Plan or have met age & service requirements necessary to receive an annuity from such a plan. The policy must be maintained & there shall be no lapse in coverage from the group policy. The retiree must contribute fully to the monthly premiums by paying the school district by the 20th of each month proceeding the month for which it applies. Failure to make a payment will result in cancellation of this policy. Pursuant to MS 471.61.

Section 5. Eligibility: The School District contribution will be provided to all full-time Teachers and provided on a pro-rata basis for those Teachers employed on a part-time basis. All Teachers may participate in core benefits. Employees of the School District who are married to each other may be covered under one family health policy or two single health policies.

Section 6. Benefits: The School District will contribute $9300 toward health insurance to each full-time Teacher for 2025-2026 and 2026-2027 school year. Teachers may decline insurance, but they receive no money if they do so. The School District contributions can be used for the following:

Core Benefits **1.**Health and Hospitalization Insurance

2. Any money left after premiums are paid for the entire contract for the months insurance was used, will be put into the Teacher's HSA account in June or on July 15, unless we are using ICHRA.
3. With ICHRA the district will deposit the full contribution amount per month into each individual's ICHRA account.

Article IX ECFE

Section 1. Recognition: The School District recognizes that the Early Childhood Family Education Teachers are exclusively represented by the MACCRAY Education Association.

Section 2. Insurance: Early Childhood Family Education Teachers shall be eligible for group insurance on the same basis as K-12 Teachers covered by the existing Master Agreement.

Section 3. Scheduling: Recognizing the unique, changing and variable nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be assigned by mutual agreement between the School District, Coordinator, and ECFE Teachers and may be modified from time to time based upon the needs of the programs. One hour of prep/set up time will be allowed for each hour of teaching.

Section 4. Hours of Service: The hours and days of Early Childhood Family Education Teachers will be compared to a **159.4** day (1355 hours) contract of K-12 Teachers to determine the proportional employment of ECFE Teachers in determining benefits or prorated benefits.

Section 5. Seniority: The seniority with the ECFE program will only count within the ECFE program. There is nothing in this Agreement that suggests that the ECFE Teachers will earn seniority towards any positions in the Early Childhood Special Education pre-school program, K-12 program, nor will Teachers in those programs have any seniority within the ECFE program. Nothing in this Agreement shall imply any present or future tenure status for ECFE.

Section 6. Compensation: The hourly rate shall be determined by the BA0 base pay.

Section 7. Layoff and Recall: Placement on unrequested leave of absence shall be based on seniority, starting with the least senior. Reinstatement of ECFE teachers from layoff shall be in reverse order of their placement on unrequested leave of absence. Non-probationary ECFE teachers on unrequested leave of absence shall have full reinstatement rights for a period of five (5) years from their date of layoff.

~~**Article X Pre-school**~~

~~**Section 1. Recognition:** The School District recognizes that the Pre-school Teachers are exclusively represented by the MACCRAY Education Association.~~

~~**Section 2. Insurance:** Pre-school Teachers shall be eligible for group insurance on the same basis as K-12 Teachers covered by the existing Master Agreement.~~

~~**Section 3. Prep Time:** The pre-school teachers will receive the same prep time as other K-6 teachers according to the Master Contract.~~

~~**Section 4. Hours of Service:** The hours and days of Pre-school Teachers will be compared to a **159.4** day (1355 hours) contract of K-12 Teachers to determine the proportional employment of Pre-school Teachers in determining benefits or prorated benefits.~~

Article X Leaves of Absence (All applicable leaves will run concurrently.)

Section 1. Earned Sick and Safe Time (ESST):

Subd. 1. Earning: Teachers begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all teachers (including temporary and part-time teachers) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 120 hours of ESST are provided to a teacher and made available for immediate use at the start of each year. Teachers who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time teachers will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 1080 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for the leave is foreseeable, teachers must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, teachers must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 2. Sick Leave (No new sick leave shall be granted after 1/1/2023. Sick leave shall expire when all sick leave is exhausted. Sick leave will be reinstated if ESST is removed)
Subd. 1. *All full-time Teachers shall earn sick leave at the rate of 120 hours (Sick leave and ESST will combine for 120 hours) for each year of service in the employment of the School Dist. All Teachers will be credited with one year of sick leave/ESST allowance of 120 hours upon completion of their first day of full teaching service. Deductions for absences will be made on the same basis as granted. Part-time Teachers will accrue & be charged sick leave on a pro-rata basis.*

Subd. 2. *Unused sick leave days may accumulate to a maximum credit of 1080 hours of sick leave per Teacher.*

Subd. 3. *Sick leave with pay shall be allowed when a Teacher's absence is due to illness which prevented his/her attendance at school & performance of duties on that day or days. Accrued sick leave shall be allowed for the illness of the Teacher's spouse & parent.*

Subd. 4. *Teacher's sick leave may be allowed for absences due to illness of the Teacher's child as covered by MS 191.9413, on the same terms the Teacher is able to use sick leave benefits for the Teacher's own illness as stated in Article IX, Sec. 1 of the Master Agreement.*

Subd. 5. *The School District may require a Teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.*

Subd. 6. *In the event that a medical certificate will be required, the Teacher will be advised within two (2) teaching days of return to work.*
Subd. 7. *Sick leave allowed shall be deducted from the accrued sick leave hours earned by the Teacher.*

Subd. 8. *Sick leave pay shall be approved only upon submission of a ~~signed sick leave pay request form available at the off~~ an electronic leave request that is approved by the supervisor.*

~~**Section 2: Earned Safe and Sick Time (ESST):**~~
~~**Subd. 1.** Each teacher shall receive 48 hours of ESST time each year.~~

~~**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 accruals.~~

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

~~**Subd. 4**. Leave will be deducted from accumulated ESST until ESST is exhausted.~~

~~**Subd. 5**. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Master 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. 6**. Separation. A teacher shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If a teacher 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 3. Minnesota Paid Leave:
Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protections to eligible teachers, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, teachers shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Section 4. Disability Bank Leave:

Subd. 1. At the beginning of the school year, lost sick leave will be transferred to the bank until 765 hours is accumulated. This disability leave bank may be used by any Teacher to bridge the gap between accumulated sick days and the qualifying time period for long term disability. To qualify for disability leave bank days, the following conditions have to be met:

1. A Teacher must be physically incapable of performing his or her duties due to accident or illness.
2. A Teacher must have used all of his/her personally accumulated sick leave.
3. The Teacher will be required to take up to 85 hours of unpaid leave before starting to use the disability bank, with the understanding that these days will be paid retroactively upon qualifying for LTD.
4. The request for the number of days is approved by the exclusive representative.
5. Under no circumstances may the days approved exceed the number of days needed to complete the LTD qualification period.

Subd. 2. The disability bank is not intended to be used in conjunction with any other leave provided for in other sections of this contract.

Section 5. Bereavement Leave: 42.5 hours of bereavement leave per death in the immediate family 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 17 additional hours may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave.

Section 6. Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leave will be deducted from sick leave then ESST.

Section 7. Personal Leave:

Subd. 1. At the beginning of the school year, each Teacher in service years 0-14 shall be granted (17) hours of personal leave non-restrictive. Personal hours refer to hours not covered by any other provision of this Agreement. Teacher may bank up to (17) hours of unused personal leave to be used the following school year. Teachers in service years 15+ shall be granted 34 hours of personal leave non-restrictive each year (17 hours moved from ESST to personal time). Personal leave hours shall not exceed thirty-four (34) in any given year.

Subd. 2. Requests for personal leave must be submitted using the District electronic leave request system to the building principal at least one (1) day in advance, except in the event of emergencies. **All personal leave must have prior approval. Do not book vacation plans before receiving approval.**

Subd. 3. At no time shall there be more than seven (7) personal leaves granted on the same day. Personal leave will be granted in 15-minute increments. During the months of April and May, no more than five (5) personal leaves will be granted in any one day.

Subd. 4. Up to 2 unused personal days may be requested to be paid back to the teacher for the Substitute Teacher rate of pay. The teacher is responsible for requesting this via claim form by June 5 of each year to be paid in June. No claims after June 5 will be paid.

Section 8. Family Medical Care Leave

Subd. 1. Upon request of an employee, a Family Medical Care Leave (as provided by the Federal "Family and Medical Leave Act") of up to 12 weeks of unpaid leave with continued payment of benefits, shall be granted by the School District.

Section 9. Child Care Leave

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

Subd. 2. A Teacher making application for childcare leave shall inform the Supt. in writing of intent to take the leave at least two (2) months before commencement of the intended leave. In case of adoptions, the two (2) calendar month notification shall be waived.

Subd. 3. If the reason for the child care leave is occasioned by a pregnancy or adoption, a Teacher may qualify for up to twelve (12) calendar weeks of maternity leave, which is a paid leave charged to accumulated sick leave. A pregnant Teacher will also provide, at the time of the leave application, a statement from her physician indicating the date of delivery. Said Teacher making application and receiving approval for childcare leave under the terms of this Agreement may also qualify for sick leave under this Agreement provided the sick leave shall not be used between the starting and ending dates of the child care leaves.

Subd. 4. If the leave exceeds the amount of accumulated sick leave, unpaid leave will be divided equally among the remaining pay periods.

Subd. 5. If occasioned by pregnancy or adoptions, Family Medical Care Leave may be used in combination with the child care leave (Section 7, Subd. 3). The combination shall not exceed 12 weeks, but shall include prior notice of two (2) calendar months before commencement of the leave if occasioned by pregnancy.

~~**Subd. 6.** One fifth (1/5) of yearly accrued sick leave (maximum of 3 days) 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 the Teacher's sick leave.~~

Subd. 6. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break 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 Teacher may also be considered by the School Board in the granting of a child care leave or the duration thereof.

Subd. 7. 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 duration.
2. Permit the Teacher to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 8. A Teacher returning from child care leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 9. Failure of the Teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the Teacher mutually agree to an extension of the leave.

Subd. 10. A Teacher who returns from child care 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 Teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 11. A Teacher 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 Teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the Teacher does not return to the School District pursuant to this section.

Section 10. Association Leave

Subd. 1. Officers: At the beginning of each school year the School District shall grant three (3) days of Association leave, non-accumulative, should the occasion arise that elected officers or appointed representatives of the exclusive representative must be absent from their position to conduct business of the exclusive representative. The association agrees to notify the School District through the Superintendent no less than 48 hours prior to the date for intended use of said leave. The association agrees to pay the substitute's salary. No loss of salary will result from a Teacher taking association leave. Union leave by Union members for negotiations and/or mediation sessions with the Districts shall not be deducted from the three (3) total Union leave days.

Subd. 2. Teachers: A Teacher engaged during the school day in negotiating on behalf of the association with any representative of the School District or participating in any professional grievance negotiation, mediation or arbitration, shall be released from regular duties without loss of salary. If such meetings are requested during school hours, the MACCRAY Education Association will pay the substitute's salary for that Teacher.

Section 11. Professional Leave: Professional leave may be granted subject to the Superintendent's approval. The leave must be germane to the Teacher's contracted area of assignment. The Teacher shall submit proof of attendance. The Teacher will not be responsible for paying a substitute for those days. No loss of salary will result from a Teacher taking professional leave.

Section 12. Unrequested Leave of Absence: The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Subd. 1. Probationary teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

Subd. 2. Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

Subd. 3.Exceptions for licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field. The provisions of this paragraph do not apply to vocational education licenses. A Higher Learning Commission licensed teacher may not be placed on ULA before a person without an HLC license in the same subject area. (Higher Learning Commission is for teaching college credit classes in the high school, College Now, etc.)

~~Subd. 4. Exceptions for affirmative action: Notwithstanding the provisions above, if the placing of any teacher on unrequested leave before another teacher would place the district in violation of its affirmative action program, the district may retain the teacher, even if the retained teacher is a probationary teacher, the teacher with less seniority, or the provisionally licensed teacher.~~

Subd. 4. Notice to teachers. Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:
a). states the applicable grounds for the proposed placement;
b.) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
c.) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Subd. 5. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Subd. 6. Final board action. Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1, but not before notice to the teacher as required above and acquiescence or notice to the teacher as required above and the arbitrator decision.

Subd. 7. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Subd. 8. Vacancies and notification: No new teacher shall be employed by the district while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a tier 1 or tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Subd. 9. Seniority: For purposes of ULA means initial date of service with the school district in a position requiring a license.

Subd. 10. Seniority tiebreakers: In the case of equal seniority, the following steps will be followed in order until the tie is broken. "Seniority" applies only to Tier 3 and Tier 4 qualified teachers.
Step A. Years of service in teaching in the District.
Step B. Total number of assignable teaching licensure areas, discounting any licensure area not in the current School District curriculum (such as Latin or Greek) on his/her Minnesota Teaching License.
Step C. Total graduate level credits beyond a bachelor's degree
Step D. If there is still a tie, then the lowest file folder number registered with PELSB.

Subd. 11. Benefits while on leave. Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Subd. 12 Employment rights during leave: A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

Subd. 13. Continuing contract rights and service credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Subd. 14. Unemployment benefits while on ULA: Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Subd. 15. Terminations: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

Section 13. Filing Licenses and Preparation of Seniority Lists

Subd.1. Filing of licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent's office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A licensed filed after January 1 will be considered for purposes of recall, but not for layoff.

Subd. 2.Preparation and posting of seniority and licensure lists: By January 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

Subd. 3.Request for change: Any teacher with a correction or omission with the seniority and licensure list shall have twenty business days from the date of posting to provide a written request for a change to the seniority and licensure list.

Subd. 4.Final list: Within ten business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

Section 14..Vacancies and posting process: Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site.

Subd. 1.Dates: Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 2.Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

1. make written application prior to the expiration date of the notice, and;
2. possess a valid license to teach in the subject area or grade level that requires such licensure.

Subd. 3: Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

Section 15. Sabbatical Leave: Sabbatical leave may be granted at the discretion of the School District. A Teacher 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 the Agreement at the commencement of the beginning of the leave. The Teacher shall not accrue additional experience credit or leave time during the period of absence for sabbatical leave. Sabbatical leave represents an unpaid leave.

Section 16. Worker's Compensation

Subd. 1. Pursuant to MS 176, a Teacher injured on the job in the service of the School District and collecting workers' compensation insurance may use enough sick leave in combination with the workers comp to receive full salary. (Workers Comp pays 2/3, school district pays 1/3). The Teacher's salary will be reduced by an amount equal to the workers comp insurance payments. Only that fraction of the days not covered by WC insurance will be deducted from accrued sick leave. Another option is Continuing Wages where the District continues paying the full salary and benefits while using 1/3 sick leave, but Workers Comp insurance does not pay. This

streamlines the benefits issues (TRA, Health Insurance, 403B etc.) and the District does not reimburse Workers Comp Insurance. Note: Workers Comp Insurance will still pay any approved medical bills.(This is a clarification to help everyone understand WC.)

Section 17. Extended Leave of Absence: The School District may grant an extended leave of absence as provided by MS 122A.46.

Article XI Hours of Service

Section 1. Basic Day/Year: The specific hours at any building may vary according to the need of the educational programs of the School District. The Teacher's duty day will be 8.5 working hours. Teachers must receive prior approval at least one day in advance from the respective building principal or administrative designee if they are planning to arrive late or leave early. Teachers shall have a duty-free lunch period of at least 30 minutes. Each Teacher shall receive a minimum of 200 minutes per typical week of preparation time with a minimum of two (2) uninterrupted 25 minute periods in a normal basic student day. Prep time is non-student contact time occurring after the start of the 1st period of the day and before the end of the last period of the day, not including lunch.

Section 2. Assignment of Extra-Curricular Duties: The School District or its designated representatives may assign the Teacher to extra-curricular, co-curricular or other assignments subject to established compensation for such services. An assignment shall not be made without agreement of the Teacher except where no qualified person on staff is willing to assume the assignment. In such case, the assignment shall be on a year-to-year basis by letter of assignment until a qualified person is available to accept the assignment.

Section 3. Supervision During Teacher Lunch ~~Hour~~ Period. Teachers who supervise during their lunch period will be paid at a rate of $13.00 per lunch period.

Article XII Length of the School Year

Section 1. Teacher Duty Days: Pursuant to MS 120A.40, the School District shall, prior to April 1 each school year, establish the number of school days and Teacher duty days for the next school year, and the Teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and, pursuant to such authority has been determined to conduct school. The school year shall consist of 159.4 duty days (1355 hours).

Section 2. Modification of Calendar, Length of School Day: In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the Teacher shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any. The Teachers will be consulted when establishing or changing the school calendar.

Section 3. E-Learning Language: Teachers must fulfill their contracted days. As such, e-Learning is an opportunity for the district to meet the requirements of hours in a year of student instruction and at the same time allow teachers to meet their contractual requirements for days. Since MACCRAY will offer e-Learning days with the following expectations for the teachers to make up the weather days up to 5 (five) days.

1. Teachers will be available by email or phone to students during the regular school hours to assist students in their learning.
2. Teachers will have lessons prepared that are both paper/pencil and broadband based to meet the needs of all students.
3. If a student needs paper/pencil work it will be provided in advance (if possible) and if not possible, accommodations will be made that students have 2 (two) days after returning to school to turn in the work .
4. Lessons must be of enrichment or reinforcement in nature and not new learning or final assessments.
5. Attendance must be taken for the classes in the case of high school teachers and for the day in the case of elementary teachers.
6. If a child cannot complete the work due to attendance in a daycare or having to attend to a younger sibling, the child shall not be negatively impacted. They will have 2 (two) days after returning to school to turn in the work.
7. Accommodations will be made and IEP's will reflect the needs of special education students.

Article XIII Inter-School District Sharing

Section 1. Inter-School District Sharing Agreement: The exclusive representative recognizes School District rights to enter into sharing agreements with other school districts, and the School District recognizes the exclusive representative's right to negotiate the terms and conditions of employment for those Teachers affected by such a sharing agreement. The School District agrees to actively involve the exclusive representative in the planning stages of the potential agreement.

Article XIV Teacher Retirement

Section 1. 403(b) Plan:
The School District shall match contributions made by the Teacher into the plan up to the limits set in the following schedule:

Years of service in the School District	Dollar Limit
0-4	$600

5-9	$816
10-14	$1008
15-19	$1200
20+	$1800

Article XV Exchange Teachers

Section 1. Definition: A person holding a license and contract to teach in a Minnesota Public School and assigned by the School District to teach elsewhere is an exchange Teacher.

Section 2. Teacher Benefits: The exchange Teacher shall retain all rights and benefits of the School District as though teaching exclusively in the School District.

Section 3. Extra-Curricular Assignments: Teachers on an exchange assignment shall not be required to accept an extracurricular or co-curricular assignment outside the School District, unless the assignment is being co-sponsored by the School District.

Section 4. Calendar Variations and School Closings: Teachers on an exchange assignment will be responsible to report for duty on the days the school to whom he/she is under contract is in session.

Section 5. Travel: Teachers on exchange assignments who drives his/her own vehicle will be reimbursed at the allowable federal business mileage rate. The exchange Teacher will not be responsible for transporting any students on a daily basis.

Section 6. Lunch and Preparation Time: Any Teacher on an exchange assignment will have a travel free/duty free lunch period of an equal length to the lunch period of the School District. Any Teacher on an exchange assignment should be provided with a travel-free preparation period / day. Teachers assigned outside the School District, however, will be reimbursed $30.00 per day if prep time is lost.

Section 7. Work Space: Teachers on exchange assignment will be provided individual storage space for instructional materials.

Section 8. Personnel Files: The School District will be responsible for the maintenance of the personnel file for any Teacher assigned to another school district. No material emanating from the other school district shall be placed in the Teacher's personnel file without prior notification given to the Teacher.

Article XVI Job Sharing

Section 1. Definition: When two Teachers share one position, it shall be considered job sharing.

Section 2. Job Sharing Benefits: For the purpose of this Agreement, a job share Teacher shall be considered a part-time Teacher except as follows: compensation for the Teachers shall not exceed the prorated portion of each Teacher's contract.

Section 3. Initializing a Job Share Position: Teachers wishing to job share are to notify the Superintendent by March 1 of the preceding year. In order for the application to be approved, the requests are to be made by two Teachers who are currently employed as Teachers. The School District or its representative shall have final approval of job sharing positions.

Section 4. Termination of Job Share Position:
Subd. 1. The job share Teachers are to notify the Superintendent of their desire to terminate the job share position by March 1 of the preceding year.
Subd. 2. Upon evaluation the Superintendent may recommend discontinuance of the job share teaching position by April 1 of the preceding year.

Article XVII Grievance Procedure

Section 1. Grievance Definition: A "grievance" will mean an allegation by the exclusive representative or a Teacher resulting in a dispute or disagreement between the Teacher/association and the School District as to the interpretation or application of terms and condition contained in the Agreement.

Section 2. Representative: The Teacher/association, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in this behalf.

Section 3. Definitions and Interpretations:
Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure will refer to working days. A working day is defined as all Teacher duty days. During the summer break period, a working day is defined as any weekday not designated as a holiday by the School District.

Subd. 3. 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 of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, or a Sunday, a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein will be considered timely if it is personally served within the time period or if it bears a certified postmark of the U.S. Postal Service within the time period.

Subd. 5. Decisions: All decisions rendered, with the exception of decisions rendered at Level I of this grievance procedure, will be in writing setting forth the decisions and will be transmitted to all parties of interest and to the Union

Section 4. Time Limitation and Waiver: Grievances will not be valid unless the grievance is submitted in writing to the Teacher's immediate supervisor (principal or athletic director) setting forth the facts & the specific provision of the Agreement allegedly violated & the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such a period will be deemed a waiver thereof. Failure to appeal a grievance from 1 level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall be made to resolve an alleged grievance informally between the Teacher & the Teacher's immediate supervisor.

Section 5. Resolution of Grievance: Any written grievance submitted will be with the consent of the Union. A teacher filing a written grievance without the consent of the Union will bear all costs of the grievance. Any decision on any grievance at any level without the presence of the Union will have no bearing on this Agreement nor will it set any precedent on this Agreement, or on any future grievance so filed with the consent of the Union. The School Board, the teacher, and the Union representative will attempt to adjust grievances that may arise during the course of employment of any teacher within the School District in the following manner.

Subd. 1. Informal Discussions: Before a written grievance is submitted, informal discussions will take place between the aggrieved party, the principal or supervisor and the Union representative. Through these discussions the parties will attempt to resolve the problem.

Subd. 2 – 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 receipt of written grievance.

Subd. 3 – Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such an appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 4 – Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School District, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within fifteen days after the meeting, the School District will issue its decision in writing to the parties involved. At the option of the School District, a committee or representative of the board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School District. The School District will then render its decision.

Section 6. School District Review: The School District reserves the right to review any decision issued under Level I or Level II 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.

Section 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 Teacher or exclusive representative may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the Teacher or exclusive representative and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. 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 III of the grievance procedure.

Subd. 2. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties will, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either

party may request, within twenty (20) days, a list of five neutral arbitrators from the Bureau of Mediation Services. The request will ask that the appointment be made within thirty (30) days after receipt of the request. Failure to agree upon the arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein will constitute a waiver of the grievance.

Subd. 3. Hearing: The grievance will be heard by a single arbitrator, & both parties may be represented by such person or persons as they may choose and designate, and the parties will 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 will be a hearing de novo. (De novo means: afresh, anew. Considering the matter anew, the same as if it had not been heard before and as if no decisions previously had been rendered.)

Subd. 4. Decision: The decision by the arbitrator shall be rendered within a time scheduled mutually agreed to. Decisions by the arbitrator in cases properly before him/her will be final and binding upon the parties.

Subd. 5. Expense: Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties will 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.

Subd. 6. Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this Agreement; nor will 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; nor will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which will 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. In considering any issue in dispute, in its order, the arbitrator will give due consideration to the statutory rights and obligations of the School Board to manage efficiently and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 7 Duplication: A party shall not institute a grievance action & a court action at the same time on the same action.

Section 9. General:
Subd. 1. Reprisals: No reprisals of any kind will be taken by the School Board or by any member of the administration against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

Subd. 2. Teacher Rights: Nothing herein will be construed to limit, impair or affect the right of any teacher, or group of teachers, as provided in state statutes.

Article XVIII Staff Development

Section 1. Committee Selection: The exclusive representative will be consulted in establishing the MACCRAY Staff Development Committee.
Section 2. Training Reimbursement: All expenses incurred for staff development training which is suggested/approved by the School District shall be paid by the School District. When the training is required by the School District, Teachers will be paid at a teacher's regular hourly rate of pay for training incurred during non-contract days and at a rate of teacher's regular hourly rate of pay for evening training commencing 6:00 p.m. or later. Payment will be made only for the scheduled hours of training.

Section 3. Compensation for Professional Service: Teachers who are presenting staff development training shall be paid at teacher's regular hourly rate of pay per hour for preparation and teacher's regular hourly rate of pay per hour per presentation. All preparations and presentation time shall be pre-approved by the staff development leader. Presentations which are part of required/normal job duties are excluded from professional service pay.

Section 4. Peer Review: Before any peer review is implemented in the School District, the criteria and procedure shall be by mutual agreement between the School District and the exclusive representative. Peer review shall include peer mentoring for probationary Teachers and peer coaching for tenured Teachers.

Subd. 1. Definitions: For the purpose of this Agreement, reviewer is a Teacher who is reviewing another. The reviewee is a Teacher being reviewed by another Teacher. Consult (from the State Law) shall be defined as; the reviewer shall state yes or no as to whether a peer review was completed. No judgments or opinions of a probationary or tenured Teacher shall be made by a reviewer to any administrator. The reviewer shall not use the reviewer's narrative in opposition to a disciplinary action taken by the School District.

Section 5. Mentoring: Teachers who serve as a mentor teacher facilitating first or second year teacher (as needed).~~,~~ The mentoring teacher shall provide the principal with a compilation of activities and growth with the mentee and a claim form on or before June 5. The compilation of activities and growth must be approved by the building principal. Once approved, and in a June payroll, the mentor teacher shall receive a one-time stipend of $500 per mentee. Mentor/Mentee pairing will be selected through principal/teacher decision making. Grade level and department will be considered in the pairing. This shall not be evaluative in nature.

Article XIX Duration

Section 1. Terms and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing upon the date of its execution through June 30, 2027, and thereafter until modifications are made. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2025, it will give written notice of such intent no later than April 30, 2027.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District polices, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matter relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement. This contract is the final expression between the union and district and is not to be reopened during the term of the contract as per PELRA and MS 179A.20 Subdivision 3.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provision of the Agreement or the application of any provision thereof.

Article XX Extra-Curricular

Section 1. Schedule of Salary Payments;
Subd. 1. Extra Curricular Duties with Two Pay Periods: The first period for extra curricular duties shall be as follows:

Cross Country, Football, Girls Tennis Volleyball	½ Paid – September 15
BBB, GBB, Wrestling Cheerleader/Dance Team/Comp. squad	½ Paid – December 15
Baseball, Golf, Track, Softball, Boys Tennis	½ paid – April 15

Subd. 2. Final Payment for all Extra Curricular Activities: The final payment for all extra-curricular activities will be paid after the end of the session or activity provided all assigned duties relative to the activity are completed and approved by the Activities Director. This will include extra-curricular assignments with one or two payments.

Subd. 3. Extra-Curricular Duties with One Payment: JH Athletics, Business Professionals of Am. Advisor, Class Advisors, Knowledge Bowl, Math League, Mock Trial, 1 Act Play, Pep Band, Yearbook Club, Prom Advisor, Speech, Spelling Bee. 3 Act Play/Musical Advisors, Spring Play and any other extracurricular not listed in the 2 payment category.

Article XXI Teacher on Special Assignment (TOSA):

Section 1. Definition: The term "Teacher On Special Assignment" (TOSA) will be used to describe the reassignment of a currently employed teacher or the hiring of a licensed teacher applicant into a non-classroom assignment. Special assignment positions may exist in order to provide leadership or coordination for an educational program of the District. The District will require a current Minnesota teaching license in order to be employed under a TOSA agreement. Teachers in a TOSA position may be required to substitute, model or co-teach as needed by the District.

Section 2. Posting: The District will post TOSA positions on the District website and notify staff by email five (5) work days during the school year and at least fourteen (14) calendar days when school is not in session before closing the position.

Section 3: Assignment. The District shall have the sole authority to determine what teachers are hired for the TOSA positions.

Section 4: Compensation. A TOSA under this section shall continue to receive all compensations, fringe benefits and other contractual benefits. Due to the nature of the special assignment, additional time and/or compensation may be required at the staff development rate.

Section 5: Seniority. A TOSA shall continue to earn experience credit (seniority) as if he/she were regularly employed as a teacher in the

District.

Section 6: Reinstatement. An individual returning to their teaching duty from a TOSA under this section shall be reinstated to the teaching assignment he/she held prior to the special assignment unless that position is no longer available. In that case, the teacher will be reassigned to a comparable position consistent with the teacher's licensure unless he/she was previously discharged or placed on unrequested leave of absence.

Article XXII Meet and Confer

The District has the obligation to meet and confer with staff to discuss policies and those matters relating to their employment not explicitly referenced in the master agreement. The District shall provide the facilities and set the time for such conferences to take place, and the meetings shall be held on the first Monday of each month. The agenda will be prepared and distributed one (1) week in advance by the Superintendent and will include all items submitted by the Union. The agenda shall also include all items submitted by the District.

The District shall not meet and negotiate or meet and confer with any staff member or group of staff members who are at the time designated as a member or part of an appropriate bargaining unit except through the Union.

Article XXIII Retirement Pay

Section 1. Terms: Teachers who have completed at least 15 years of allowable service with the School District and who are at least fifty-five (55) years of age shall be eligible for retirement pay pursuant to the provisions of this article upon submission of a written resignation accepted by the school district.

Section 2. Accumulated Sick Leave: Eligible teachers, upon retirement, shall receive pay in the amount obtained by multiplying ten percent (10%) of the unused number of sick leave days, but in no event to exceed one hundred (100) days (850 hours), times the teacher's daily rate of pay in effect on the first date of the school year they retire.

Section 3. Exclusions: In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate in effect on the first date of eligibility pursuant to Section 1 as provided in the basic salary schedule for the basic school year and shall not include any additional compensation for extracurricular activities, extended employment, or other extra compensation.

Section 4. Payment: 100% into the retiring teacher's MSRS Post-Employment Health Care Savings Plan Account.

Section 5. Payment to Beneficiary: If a teacher dies before all or a portion of the retirement pay has been disbursed, the unpaid balance shall be paid to a named beneficiary or, in the event no beneficiary has been designated, to the estate of the deceased.

Section 6. Part-time Teachers: Part-time teachers shall receive retirement pay on a prorated basis. Example: If a teacher is 80% time then they are entitled to 80% of their accumulated sick leave with a maximum of 80 days at the same ten percent (10%) rate as full time teachers (see Section 2).

Section 7. Teachers hired before July 1, 1989, will receive an additional $200 per year of service in their MSRS Post-Employment Health Care Savings Plan Account.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Signature for:	Signatures for:
MACCRAY Education Association	**ISD #2180 – MACCRAY Public Schools**
_____	_____
Chief Negotiator Date	Chief Negotiator Date
_____	_____
President Date	Chairperson Date
_____	_____
Secretary Date	Clerk Date

The following resolution was moved by _____ and seconded by _____:

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: "The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education."; and

WHEREAS, Minnesota Statutes 465.03 provides: "Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full."; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of MACCRAY, ISD 2180, gratefully accepts the following donations as identified below:

Donor	Item	Designated Purpose (if any)
Dover Firefighters' Relief Association	$750	MACCRAY FFA
Citizens' Alliance Bank	$250	MACCRAY Choir

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly _____ and _____.

By: _____ By: _____

Chair Clerk

MACCRAY Director HCSP

Employees of MACCRAY Public School District who are Directors with more than two years in the District as Directors will participate in the Health Care Savings Plan (HCSP) and administered by Minnesota State Retirement System (MSRS).

This policy is effective July 1, 2025, until June 30, 2027.

Directors include: Director of Finance, Athletic Director, Accounts Payable/Purchasing Director, and Food Service Director.

MACCRAY Public Schools will handle the administrative responsibilities of remitting and accounting for the employer contributions to MSRS. Contributions to the HCSP will be as follows:

$5,000 per year, $2500 deposited in December and $2500 deposited in June.

Individual members may neither increase nor decrease their contributions from the amount established by this agreement. All employees must participate as outlined by this agreement unless eligible to opt out of the Plan. The employee must apply for a waiver in a format approved by MSRS.

Upon the employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's estate or spouse.

MACCRAY School District

_____ _____

School Superintendent Date

_____ _____

School Board Chair Date

LOST LUNCH OR PREP TIME

With prior communication and approval from their building principal, teachers may claim lost lunch or prep time resulting from a school function, presentation, meeting, IEP, or student need. These claims should be submitted to the respective building principal for review.

ATTENDANCE AT IEP MEETINGS

IEP meetings must have a Special Education Teacher, General Education representation, a District Representative, and any others providing services. Should a meeting run beyond the end of the contract day, the staff may submit a claim form in 15-minute increments to their building Principal.

MEETINGS

There will be no mandatory meetings on the last day of the week. If there is an emergency this procedure will be waived.

SPECIAL EDUCATION PAPERWORK

Special Education Teachers may work with the building Principal to utilize up to 32 hours outside of the school day to work on IEP/Evaluation paperwork. The dates and hours will be agreed upon by the individual teacher and their Principal and tracked in a spreadsheet.

MACCRAY Public Schools
ISD 2180 Maynard – Clara City - Raymond

MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2025 – JUNE 30, 2027

PARAPROFESSIONALS
ARTICLE I
PURPOSE

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

ARTICLE II
DUTIES

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

ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES

Section 1. Inherent Managerial Rights:

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

Section 2. School Board Responsibilities:

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

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

Section 3. Reservation of Managerial Rights:

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

ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Right to Views:

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

ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Week: The Paraprofessionals weekly hours for July 1, 2025 through June 30, 2027 shall be 32-40 hours. Overtime hours will be recognized as needed depending on the school week and other activities. The Paraprofessionals shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

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

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

Section 2. Shifts and Starting Time:

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

Section 3. School Closing:

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

Section 4. Sick Leave: The Paraprofessionals shall earn paid sick leave in combination with ESST at the rate of ten (10) days per year (80 hrs) and earned sick leave may accumulate to a maximum of sixty three (63) days (504 hrs).

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

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

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

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

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 504 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 5. Personal Leave:

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

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

Subd. 2, Paraprofessionals shall be granted one (1) day of sick leave to use as an additional personal day upon notification by the Paraprofessional. Paraprofessionals may request this one (1) additional personal day from their accumulated sick leave once the accumulated personal leave has been used. Maximum of 3 personal days in a year.

Section 6. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Section 7. Child Care Leave:

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

Section 8. Extended Leave:

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

Section 9. Holiday and Vacation:

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

Section 10. Bereavement:

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

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

Section 11. Jury Service:

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

Section 12. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 13. Professional Leave:

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

ARTICLE VI
HEALTH BENEFIT

Section 1. Eligibility:

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

ARTICLE VII
COMPENSATION

Section 1. Hourly Wage and Overtime:

Subd. 1, The Base hourly wage for new Paraprofessionals hired from July 1, 2025 through June 30, 2026 will be $17.75/hour and $18.00/hour from July 1, 2026 through June 30, 2027. The Paraprofessionals shall be paid an hourly wage increase of $1.25/hour from July 1, 2025 through June 30, 2026 and $1.25/hour from July 1, 2025 through June 30, 2027. In addition to the base salary, overtime will be allowed with advance permission from the Building Principal or Superintendent of Schools.

SECTION 2. Mileage:

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

ARTICLE VII
OTHER PROVISIONS

Section 1. Highly Qualified:

Subd. 1, Paraprofessionals working in school-wide Title 1 school, including paraprofessionals supporting students receiving special education services in those schools, must meet the requirements to be highly qualified. Paraprofessionals that are hired without this designation must complete the requirements within 6 months from the date of hire. Paraprofessionals who are currently employed as a Paraprofessional will have six (6) months from the date of ratification of the Terms and Conditions of Employment to complete the requirements. Requirements of Highly Qualified are 2 years of post-secondary schooling or passing score on the ParaEducator Test.

Section 2. Supervision:

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

Section 3. District Sites:

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

Section 4. Type III Transportation:

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

Section 5. E-Learning Days

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

ARTICLE VIII

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

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2025, and end on June 30, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Paraprofessionals or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by Paraprofessionals:

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

Subd. 2. Notice by Superintendent:

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

Section 3. Expiration:

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

Section 4. Termination During the Term:

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

Section 5. Mutual Consent:

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

ARTICLE IX
SEVERABILITY

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

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

_____
Paraprofessional

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

_____
School Board Chair

_____
School Board Clerk

MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2025 – JUNE 30, 2027

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 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 Cooks weekly hours for July 1, 2025 through June 30, 2027 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 one 15 minute break.. 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.

All applicable leaves will run concurrently.

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. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 504 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

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. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the

employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Section 7. 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 8. 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 9. 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 10. 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 11. 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 12. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 13. 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 Kitchen Managers for the time period of July 1, 2025 through June 30, 2027 the District will provide the annual amount of $9300 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 Kitchen manager is eligible for School District contribution as provided in this Article as long as the Kitchen manager is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Kitchen manager may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring Kitchen manager 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, 2025 through June 30, 2027 will be $22.00/hour. Kitchen managers are required to hold a Serve Safe Certification and MN License.

The Base hourly wage for new Assistant Cooks hired from July 1, 2025 through June 30, 2027 will be $18.75/hour.

The Base hourly wage for new Dishwasher/PrepCustodial hired from July 1, 2025 through June 30, 2027 will be $18.00.

The Cooks shall be paid an hourly wage increase of $2.00/hour from July 1, 2025 through June 30, 2026 and $1.25/hour from July 1, 2026 through June 30, 2027. In addition to the base salary, overtime will be allowed with advance permission from the Food Service Director, Business Manager, 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 Kitchen managers 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. Always use a school vehicle if possible.

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

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2025, and end on June 30, 2027. 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 that ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the 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 WITTNESS WHEREOF, I have subscribed My signature this _____ day of _____, 20____.

_____
Food Service Employee

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

_____
School Board Chair

_____
School Board Clerk

MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2025 – JUNE 30, 2027

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, Business Manager, 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, Business Manager, 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, 2025 through June 30, 2027 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.

All applicable leaves will run concurrently.

Section 5: Earned Safe and Sick Time (ESST): MN Statutes 181.9445-181.9448

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 96 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 600 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Subd. 6. Weather Events and Other Public Emergencies: The School District reserves the right to deny a custodian's request for ESST due to the closure of the workplace due to weather or a public emergency, or need to care for a family member whose school or place of care has been closed due to weather or other public emergency pursuant to Minnesota Statute, section 181.9447, subdivision 1, clause (4).

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. 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. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the

State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

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:

YEARS OF SERVICE	WEEKS OF VACATION	WORKING DAYS
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 $9300 per year to be applied to each individual District Group Health Insurance Premium or ICHRA.

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, 2025 through June 30, 2027 will be $19.25/hour. The Custodians shall be paid an hourly wage increase of $1.25/hour as determined from July 1, 2025 through June 30, 2026 and $1.25/hour from July 1, 2026 through June 30, 2027. 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 $816 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

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2025, and end on June 30, 2027. 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 that ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the 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 WITTNESS WHEREOF, I have subscribed My signature this _____ day of _____, 20___.

_____
Custodian

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

_____
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, 2025 – JUNE 30, 2027

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, 2025 through June 30, 2027 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.

All applicable leaves will run concurrently.

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 Sick and Safe Time (ESST):

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 595 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

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 6. Minnesota Paid Leave:
Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

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, 2025 through June 30, 2027 the District will provide the annual amount of $9300 to be applied to each individual District Group Health Insurance Premium or ICHRA.

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, 2025 through June 30, 2027 will be $18.00/hourThe Administrative Assistants shall be paid an hourly wage increase of $1.25/hour from July 1, 2025 through June 30, 2026 and $1.25/hour from July 1, 2026 through June 30, 2026. 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. (25-26 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. (25-26: Sue, Amber, 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. School vehicles must be used first.

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 $816 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

Section1. Duration: The Terms and Conditions of Employment will commence on July 1, 2025, and end on June 30, 2027. 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 that ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the 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 WITTNESS WHEREOF, I have subscribed My signature this _____ day of _____, 20____.

_____
Administrative Assistant

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

_____
School Board Chair

_____
School Board Clerk

MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2025 – JUNE 30, 2027

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 an 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 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 Media Assistants weekly hours for July 1, 2025 through June 30, 2027 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 Media 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 Media Assistants regular starting time and the Media Assistant has reported to work or school is delayed he/she will be compensated for his/her regular full day's work.

All applicable leaves will run concurrently.

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 Media 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 Media Assistant will be so advised.

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

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. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

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 Media Assistant. 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. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Section 7. Child Care Leave:

Child care leave without pay may be granted upon a written request by the Media Assistant with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the Media 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 8. Extended Leave:

A Media Assistant may be granted an extended leave without pay for a period of time mutually agreed upon. The Media 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 9. 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 10. 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 11. Jury Service:

A Media 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 12. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 13. Media Assistant 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, 2025 through June 30, 2027 the District will provide the annual amount of $9300 to be applied to each individual District Group Health Insurance Premium or ICHRA.

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 Media 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 Media Assistant is eligible for School District contribution as provided in this Article as long as the Media Assistant is employed by the School District. Upon termination of employment, all School District contributions shall cease. The Media 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 Media 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: The Base hourly wage for new Media Assistants hired from July 1, 2025 through June 30, 2027 will be $18.00/hour. The Media Assistants shall be paid an hourly wage increase of $1.25/hour from July 1, 2025 through June 30, 2026 and $1.25/hour from July 1, 2026 through June 30, 2027. 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 Media Assistant will receive a $816 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

Section1. Duration: The Terms and Conditions of Employment will commence on July 1, 2025, and end on June 30, 2027. 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 that ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

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

notify the 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 Media 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 Media Assistant during the term of the Terms and Conditions of Employment for cause it shall notify the Media 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 Media Assistant.

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

_____
Media Assistant

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

_____
School Board Chair

_____
School Board Clerk

CONTRACT

Establishing the

Terms and Conditions of Employment

By and Between

MACCRAY Schools

And

Kim Sandry
Business Manager/HR Director

July 1, 2025 – June 30, 2027

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 each weekday for 8 hours 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 2025-2026 and 2026-2027 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 monthy basis during the term of the Business Manager's employment, amount of **$0 for 2025-2026**,and **2026-2027**, 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.

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.

All applicable leaves will run concurrently.

Section 1. Earned Sick and Safe Time (ESST):

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 1008 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 3. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

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 (16 hours). 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 $5000 for FY 2026 and FY2027.

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, 2025 except as specifically provided otherwise in the Agreement, through June 30, 2027 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 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

2025-2026 $ 99,500 2026-2027 $ 104,500

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

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

_____
Business Manager

For: MACCRAY School Board

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

_____
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, 2025 – June 30, 2027

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 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 Administrative Assistant for MARSS/Data & Marketing weekly hours for July 1, 2025 through June 30, 2027 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 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.

All applicable leaves will run concurrently.

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

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 600 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

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. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Section 7. 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 8. 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 9. 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 10. 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 11. 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 12. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 13. 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, 2025 through June 30, 2027 the District will provide the annual amount of $0 to be applied to each individual District Group Health Insurance Premium.
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 $31.00/hour from July 1, 2025 through June 30, 2026 and $32.25/per hour from July 1, 2026 to June 30, 2027. 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 $1200 in the District Administrative Assistant for MARSS/Data & Marketing 403B account per year.

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

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2025, and end on June 30, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Secretaries or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

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

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

Subd. 2. Notice by Superintendent:

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

Section 3. Expiration:

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

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the District Administrative Assistant for MARSS/Data & Marketing for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose

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

Section 5. Mutual Consent:

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

ARTICLE IX
SEVERABILITY

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

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

_____
District Administrative Assistant for MARSS/Data & Marketing

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

_____
School Board Chair

_____
School Board Clerk

MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2025 – JUNE 30, 2027

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 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 Terms: The Food Service Director's yearly days for July 1, 2025 through June 30, 2027 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 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.

All applicable leaves will be run concurrently.

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

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 600 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 4. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protections to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

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 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 6. 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 7. 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 8. 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 9. 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 10. 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, 2025 through June 30, 2027 the District will provide for Single or Family coverage not to exceed the annual amount of $9300 to be applied to each individual District Group Health Insurance Premium. (Same for ICHRA)

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.

2025-2026 $53,000 2026-2027 $55,000

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 if a school district vehicle is not available.

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 $3000 in the Food Service Director's 403B account per year. Applicable MSRS HCSP. See attachment.

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

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2025, and end on June 30, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the FSD 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 that ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the 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 WITTNESS WHEREOF, I have subscribed My signature this _____ day of _____, 20___.

_____
Food Service Director

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

_____
School Board Chair

_____
School Board Clerk

MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
February 1, 2024 – JUNE 30, 2025

Buildings and Grounds 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 Noel Emkes, hereinafter referred to as the Buildings and Grounds Director, (BGD) who agrees to perform the duties as Buildings and Grounds Director of the School District.

ARTICLE II
DUTIES

Under the direction of the Superintendent, the Building Maintenance Supervisor is responsible for the overall operations, supervision of building maintenance personnel engaged in the custodial care, maintenance, and repair of district facilities. The Director of Building and Grounds is responsible for scheduling, assigning and overseeing custodial operations, projects and staff and is primarily responsible for the maintenance of, monitoring and maintenance to HVAC systems and operations; building access systems, programming, and lighting systems, building life safety systems, including fire alarm and sprinkler systems.

ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES

Section 1. Inherent Managerial Rights:

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

The BGD recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The BGD also recognizes 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 Terms: The BGD's yearly days for July 1, 2023 through June 30, 2025 shall be 260 days. The BGD 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, BGD 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 BGD will determine starting times and shifts for himself and the custodial staff. Starting times will remain consistent unless changed by the immediate supervisor.

Section 3. Sick Leave: The BGD shall earn paid sick leave at the rate of 120 hours combined with ESST and earned sick leave may accumulate to a maximum of 920 hours.

Subd. 1, The DISTRICT may require a BGD 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 BGD will be so advised.

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

Subd. 3: In the case of illness in the BGDs immediate family, sick leave may be used as in the case of the BGDs 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 BGD or other significant personal relationship.

All applicable leaves will be run concurrently.

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

Subd. 1. As of July 1, 2024, 48 hours of ESST time will be front loaded into the ESST Leave. As of January 1, 2024, sick time may be used for ESST reasons (up to 48 hours).

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.

Section 4. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District.

Subd. 1, The BGD shall be granted Two (2) days (16 hrs.) of personal leave each year with no loss of pay.

Section 3. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protections to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Section 5. Child Care Leave:

Child care leave without pay may be granted upon a written request by the BGD with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the BGD 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 BGD may be granted an extended leave without pay for a period of time mutually agreed upon. The BGD 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 BGD shall receive the following paid holidays:

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

Subd. 2, The BGD shall be entitled to twelve (12) days (96 hrs.) vacation with pay.

Section 8. Bereavement:

Subd. 1, The BGD 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 BGD 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. BGD Leave:

The BGD 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 $0 to be applied to each individual District Group Health Insurance Premium.

Section 2. Eligibility:

The School District contribution will be provided to BGD and provided on a pro rata basis for those BGDs employed on a part time basis. The District's Health Insurance is available to any BGDs 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 BGD is eligible for School District contribution as provided in this Article as long as the BGD is employed by the School District. Upon termination of employment, all School District contributions shall cease. The BGD may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring BGD may stay on the policy indefinitely 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 BGD shall be paid the following yearly salary.

2025-2026 $65,000 2026-2027 $70,000

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.

SECTION 3. Boiler License:

The Buildings and Grounds Director is required to carry a minimum of a First Class Boilers License or higher.

ARTICLE VII
OTHER PROVISIONS

Section 1. Dues:

The BGD 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 BGD shall present appropriate statements for approval as provided by law.

Section 2. 403B: The District will match $1500 in the BGD's 403B account per year.

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

Section1. Duration:

The Terms and Conditions of Employment will commence on February 1, 2024, 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 BGD:

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

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the BGD 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 BGD 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 BGDs 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 BGD or until the School Board provides fifteen (15) calendar days of written notice of the termination of a BGDs employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the BGD 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 BGD 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 BGD during the term of the Terms and Conditions of Employment for cause it shall notify the BGD 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 BGD.

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 WITTNESS WHEREOF, I have subscribed My signature this _____ day of _____, 20___.

_____
Buildings & Grounds Director

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

_____
School Board Chair

_____
School Board Clerk

711 Wolverine Drive - PO Box 690 - Clara City, MN 56222 - 320-847-2154 - Fax 320-847-3239 - www.maccray.k12.mn.us

CONTRACT

Establishing the

Terms and Conditions of Employment

By and Between

MACCRAY Schools

And

Sarah Macht
MS/HS Dean of Students

July 1, 2025 – June 30, 2027

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 2025-2026 and 2026-2027 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** 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.

All applicable leaves will run concurrently.

Section 1. Earned Sick and Safe Time (ESST):

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 1080 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 3. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

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 $9300 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, 2025 except as specifically provided otherwise in the Agreement, through June 30, 2027 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, 2027, it shall give written notice of such intent no later than May 1, 2027. 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

2025-2026 $ 64,000 2026-2027 $ 66,000

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

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

_____
MS/HS Dean of Students

For: MACCRAY School Board

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

_____
School Board Chair

_____
School Board Clerk

MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 2025 – JUNE 30, 2027

Accts Payable/Purchasing 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 Tim Beseman, hereinafter referred to as the District Business Office Assistant, who agrees to perform the duties as Assistant to the Superintendent, Accounts Payable, Accounts Receivable, Student Activities Clerk and Business Office Assistant of the School District.

ARTICLE II
DUTIES

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

ARTICLE III
DISTRICT RIGHTS AND RESPONSIBILITIES

Section 1. Inherent Managerial Rights:

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

Section 2. School Board Responsibilities:

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

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

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

Section 3. Reservation of Managerial Rights:

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

ARTICLE IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Right to Views:

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

ARTICLE V
DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Week: The District Business Office Assistants weekly hours for July 1, 2025 through June 30, 2027 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) in combination of ESST and earned sick leave may accumulate to a maximum of seventy-five (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.

All applicable leaves will run concurrently.

Section 1. Earned Sick and Safe Time (ESST):

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 600 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 5. Personal Leave:

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

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

Section 6. Child Care Leave: Childcare leave without pay may be granted upon a written request by the District Business Office Assistant with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the District Business Office Assistant shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

Section 6. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium

will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

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 Twenty-three Days (184 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, 2025 through June 30, 2027 the District will provide the annual amount of $0 to be applied to each individual District Group Health Insurance Premium.

CORE BENEFITS – 1. Health and Hospitalization insurance.

2.MSRS HCSP contribution.

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 $34.75/hour from July 1, 2025 through June 30, 2026. And an hourly wage of $36.00/hour from July 1, 2026 through June 30, 2027. 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 $0 in the District Business Office Assistant's 403B account per year.

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

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2025, and end on June 30, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Secretaries or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by District Business Office Assistant:

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

Subd. 2. Notice by Superintendent:

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

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

Section 3. Expiration:

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

Section 4. Termination During the Term:

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

Section 5. Mutual Consent:

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

ARTICLE IX
SEVERABILITY

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

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

_____
District Business Office Assistant

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

_____
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

Jim Trulock
Activities Director

July 1, 2025 – June 30, 2027

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 monthy basis during the term of the Activities Director's employment 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. ($0)

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(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 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.

All applicable leaves will run concurrently.

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

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 600 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 10.2. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Subd. 10.3 Bereavement Leave: Five (5) day's bereavement leave per death in the immediate will be granted. Immediate family is to be defined as follows: wife or husband, mother or father, son or daughter, son-in-law or daughter-in-law, mother-in-law or father-in-law, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law. Up to two (2) additional days may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave.
Subd. 10.4 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.

Subd. 10.5 Child Care Leave:

Subd. 10.51 A child care leave may be granted by the School District, subject to the provisions of the 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 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. 10.53 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. 10.54 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. 10.55 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 hereof.

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

Subd. 10.57 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. 10.59 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. 10.6 Personal Leave:

Subd. 10.61 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. 10.62 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. 10.63 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. 10.7 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, 2025 except as specifically provided otherwise in the Agreement, through June 30, 2027 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, 2025, it shall give written notice of such intent no later than May 1, 2027. 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

2025-2026 $73,947 2026-2027 $77,090

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 ___

_____
Activities Director

Dated this _____ day of _____, 20 ___

For: MACCRAY School Board

_____
Chairman

_____
Clerk

MACCRAY Public Schools
ISD 2180 Maynard – Clara City - Raymond

MACCRAY SCHOOL
NON-CERTIFIED PERSONNEL
TERMS AND CONDITIONS OF EMPLOYMENT
July 1, 2025 – JUNE 30, 2027

District Business Office Assistant (Payroll)
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, 2025 through June 30, 2027 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 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.

All applicable leaves will run concurrently.

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

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of _____ hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 5. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

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 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 13. 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, 2025 through June 30, 2027 the District will provide the annual amount of $0 to be applied to each individual District Group Health Insurance Premium or ICHRA.

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 $30.25/hour from July 1, 2025 through June 30, 2026. And an hourly wage of $31.50/hour from July 1, 2026 through June 30, 2027. 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

Section1. Duration:

The Terms and Conditions of Employment will commence on July 1, 2025, and end on June 30, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Secretaries or unless terminated as provided in this Terms and Conditions of Employment.

Section 2. Subsequent Contract:

Subd. 1. Notice by District Business Office Assistant:

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

Subd. 2. Notice by Superintendent:

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

Section 3. Expiration:

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

Section 4. Termination During the Term:

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

Section 5. Mutual Consent:

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

ARTICLE IX
SEVERABILITY

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

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

_____
District Business Office Assistant

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

_____
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

Todd Bertram
Elementary School Principal

July 1, 2025 – June 30, 2027

ARTICLE 1 PURPOSE

This Agreement entered into by and between the School Board of MACCRAY Schools hereinafter called the District, and Todd Bertram 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, 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 **$22,000 for the 2025-2026 SY and $23,000 for the 26-27 SY** towards the cost of the health insurance policy premium, with the deductible of his choice or ICHRA.

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 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. 9.8 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. 9.9 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.

All applicable leaves will run concurrently.

Section 1. Earned Sick and Safe Time (ESST):

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of 1072 hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 3. Minnesota Paid Leave:

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

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. 10.8 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, 2024 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

2025-2026 $94,825 2026-2027 $97,855

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___

_____
Elementary School Principal

Dated this _____ day of _____, 20___

_____
MACCRAY Chairman

_____
MACCRAY Clerk

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

CONTRACT

Establishing the

Terms and Conditions of Employment

By and Between

MACCRAY Schools

And

Judd Wheatley
High School Principal

July 1, 2025 – June 30, 2027

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, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job.

Subd. 7.12 High School Principal, because of his managerial duties and responsibilities agrees 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 **$22,000 for SY25-26 and $23,000 for SY26-27** 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):

All applicable leaves will run concurrently.

Section 1. Earned Sick and Safe Time (ESST):

Subd. 1. Earning: Employees begin accruing Earned Sick and Safe Time (ESST) from their first day of employment. ESST applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours during a year.

Subd. 2. Accumulation and Carryover: 80 hours of ESST are provided to an employee and made available for immediate use at the start of each year. Employees who begin employment during the year will receive ESST at a prorated amount based on their hire date. Part-time employees will receive ESST at a prorated amount based on their FTE. Unused ESST hours are not paid out at the end of the year, but are carried over into the following year. The year shall be defined as the school year. ESST hours and old sick leave hours shall be a combined maximum of _____ hours until all old sick leave is used up or lost.

Subd. 3. Use: ESST can be used for the reasons listed in Minnesota Statute 181.9447 and 181.9445. ESST leave may be used in 15 minute increments.

Subd. 4. Notice: If the need for leave is foreseeable, employees must provide at least seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as reasonably required by the employer. MN Statute 181.9447.

Subd. 5. Documentation: The employer may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave) in accordance with ESST statute 191.9447

Section 3. Minnesota Paid Leave:
Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

Subd. 10.3 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. 10.4 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 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. 10.6 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. 10.7 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. 10.8 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. 10.9 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 $4250 for SY25-26 and SY26-27 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

2025-2026 $104,250 2026-2027 - $ 107,500

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 High School Principal.

Dated this _____ day of _____, 20___

_____
High School Principal

Dated this _____ day of _____, 20___

_____
MACCRAY Chairman

_____
MACCRAY Clerk