# MACCRAY ISD 2180 <br> Clara City, MN 56222 <br> High School Media Center <br> Monday, May 10, 2021 <br> 6:00 pm 

## TENTATIVE AGENDA

### 1.0 Call to Order

2.0 Pledge of Allegiance
3.0 Approval of the Agenda/Additions/Deletions
4.0 Public Comment
5.0 Consent Agenda - Action Required
5.1 Adoption of Minutes
5.2 Approve payment of bills and financial report.
5.3 Approve "Cobra" as the Quad County Wrestling Mascot.
5.4 Approve Math Teacher contract - S. Stranberg
5.5 Approve Elementary Principal Contract - M. Kent
5.6 Approve Resignation of Teacher - K. Krizan
5.7 Approve Evening Custodian Employment Agreement - A. DeBey
5.8 Approve Resignation of Teacher - M. Beekman
5.9 Approve Retirement of Custodian - L. Boike
5.10 Approve Retirement of Para/Custodian - K. Minke
5.11 Approve Teacher Contract - A. Reszel
5.12 Approve donation of Bose Sound System valued at $\$ 1000$ by Chip Goeman.
5.13 Approve High School Principal Contract - J. Wheatley
6.0 Communication Report
6.1 Administrative Reports
6.1.1 ICS - Dan Hiemenz - Building Update
6.1.2 Denise Smith, Community Education
6.1.3 Jim Trulock, Activities Director
6.1.4 Judd Wheatley, Elementary Principal
6.1.5 Melissa Sparks, High School Principal
6.1.6 Sherri Broderius, Superintendent
6.2 Committee Reports
7.0 Discussion items - No action required
8.0 Business items - Action Required
8.1 Approve the FY2022 Original Budget.
9.0 Upcoming Meetings
9.1 Regular Board Meeting, Monday, June 14, 2021, 6pm, High School.
9.2 Regular Board Meeting, Monday, July 12, 2021, 6pm, High School.

# Minutes of the Board of Education Independent School District \#2180 <br> Regular Meeting \#10 <br> Monday, April 5, 2021 6:00 PM <br> HS Media Center/Live Stream 

Members Present: Tate Mueller, Julie Alsum, Scott Ruiter, Debi Brandt, Lane Schwitters, Carmel Thein. Others Present: Sherri Broderius, Superintendent; Kim Sandry, Business Manager; Jim Trulock, Activities; Dan Hiemenz, ICS

Chair Julie Alsum called the meeting to order at 6:00 pm.
Pledge of Allegiance
Motion by Brandt, second by Schwitters, to approve the agenda as presented.
Motion carried by unanimous vote.
Public comment: none

## Approval of Consent Agenda:

Motion by Ruiter, second by Mueller, to approve the consent agenda.
Motion carried by unanimous vote. Deb Brandt abstained.
Adoption of Minutes
Approve payment of bills and financial report.
Accept Letter of Resignation - E. Liebl
Accept Letter of Resignation - H. Spicer
Accept Letter of Resignation - M. Sparks
Accept Letter of Resignation of $3 / 8$ teacher contract - D. Smith
Approve contract with teacher - P. Iverson
Approve Employment Agreement with Custodian - T. Hansen
Approve Continuing Contract Status for S. Swenson, E. Bradford, A. Strunc, J. Hedtke.
Approve FMLA Leave for J. Smith for next fall.
Approve FMLA Leave for J. Donner for next fall.
Accept Letter of Retirement - C. Soine
Accept Letter of Resignation/Retirement - L. Atchison
Approve Spring Coaches/Advisors
Baseball: Nate Hebrink - Varsity
Tyler Wrede - Asst.
Trent Carlson - JH
Brandon Grund - JH
Gabe Henker - Volunteer
Jesse Westbrock - Volunteer
Track: Cole Christopher - Asst.
Arron Enger - JH
Kayla Kutzke - JH

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    Softball: Nancy Thoma - Varsity
    Brian Brandt - Asst. 1/2 time pay
    Jaimi Heidi - Asst. 1/2 time pay
    Andrea Fragodt - JH
    Golf: Mitch Kent - Head
    Bryce Olson - Asst./JH
    Boys Tennis: Andrew DuHoux - Varsity
            Ashley Trulock - Volunteer
    Spring Musical: Aubrey Ross
            Joel Gronseth
    Prom Advisor: Brittany Cook
Weight Room Coach: Seth Falk
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## Communications Reports:

ICS - Dan Hiemenz - update on project, savings, 2 extra classrooms.
Mr. Trulock - Activities update.
Mr. Wheatley - written, MCA testing, summer school update.
Mrs. Sparks - written, MCA testing, summer school, graduation
Ms. Broderius: MSHSL, legislative info, calendar, school website.

## Committee Report: none

## Business Items:

Motion by Ruiter, second by Thein, to approve the Achievement and Integration Budget for SY21-22. Motion carried by unanimous vote.

Motion by Thein, second by Schwitters, to approve the Resolution for the Additional Pre-K and Kindergarten Classrooms. Roll Call Vote:
For: Schwitters, Thein, Alsum, Mueller, Brandt, Ruiter.
Against:
Resolution passed and adopted. See attached.
Motion by Schwitters, second by Mueller, to approve the 20-21 Revised Budget.
Motion carried by unanimous vote.

## Meetings and Workshops:

Regular Board Meeting, Monday, June 14, 6pm, MACCRAY High School/Zoom.
Regular Board Meeting, Monday, July 12, 6pm, MACCRAY High School/Zoom.

## Adjournment of Meeting

Motion by Brandt, second by Thein, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 7:23 pm.

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

Resolution for Approval of the Independent School District \#2180 MACCRAY Public Schools - K-12 Building Additions and Improvement Project - Additional Pre-K \& Kindergarten Classrooms

Member $\qquad$ introduced the following resolution and moved for its adoption:

WHEREAS, The MACCRAY K-12 Building Additions and Improvement Project is part of the 2019 Bond Referendum previously approved by the ISD \#2180 school board. This resolution is to accept the pricing obtained to construct two (2) additional Pre-K/Kindergarten Classrooms to accommodate anticipated future enrollment needs. The Project Oversight Committee (POC) and ICS met on March 22, 2021 to review and recommend approving this additional work as outlined below:

| Work Scope \#01: Duininck, Inc. | $\$ 23,466.75$ |
| :--- | :--- |
| Work Scope \#02: Ultra Concrete | $\$ 19,091.61$ |
| Work Scope \#03: John Foley | $\$ 54,825$ |
| Work Scope \#05: Marshall Machine | $\$ 40,078.13$ |
| Work Scope \#06: Spartan Steel Erectors | $\$ 4,225$ |
| Work Scope \#07: Regal Contractors, Inc. | $\$ 29,010$ |
| Work Scope \#08: West Central Roofing | $\$ 51,434.11$ |
| Work Scope \#09: Minnkota Architectural Products | $\$ 20,581$ |
| Work Scope \#10: Heartland Glass Company | $\$ 10,790$ |
| Work Scope \#11: Builders Supply Company | $\$ 11,200$ |
| Work Scope \#12: BCI Construction | $\$ 3,353$ |
| Work Scope \#13: Floor To Ceiling | $\$ 13,545$ |
| Work Scope \#16: Southern MN Woodcraft | $\$ 30,800$ |
| Work Scope \#17: Gunion Painting | $\$ 3,155$ |
| Work Scope \#18: St. Cloud Acoustics | $\$ 8,734$ |
| Work Scope \#22: LVC Companies | $\$ 8,513.54$ |
| Work Scope \#23: Masters Plumbing, Heating \& Cooling | $\$ 71,224.54$ |
| Work Scope \#24: Willmar Electric | $\$ 50,543.16$ |

TOTAL ADD \$ 454,569.84

## THEREFORE, BE IT RESOLVED:

1. ISD \#2180 - MACCRAY Public Schools approves adding two (2) additional PreK/Kindergarten Classrooms in the total amount of \$454,569.84 and authorize ICS (the District's Program Manager) to begin drafting the necessary Change Orders for the corresponding Work Scopes (as listed above) to incorporate this Work into the Project.

The motion for adoption of the foregoing resolution was duly seconded by

Member $\qquad$ and upon vote being taken thereon, the following voted in favor thereof: Schwitters, Thein, Alsum, Mueller, Brandt, Ruiter and the following voted against the same: $\qquad$

The foregoing resolution was approved this $5^{\text {th }}$ day of April, 2021.

| Classroom Additions Breakdown | $\underline{\text { Estimate }}$ | PR Pricing |
| :--- | :--- | :--- |
| Foundation and Exterior Work | 205 K | 201 K |
| Interior Const and Finishes | 165 K | 100 K |
| Mechanical and Fire | 130 K | 80 K |
| Electrical | 65 K | 51 K |
| Site Work | 50 K | 23.5 K |

MACCRAY Schools Enrollment 20-21

|  | June <br> 19-20 | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | EOY |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Pre-K | 75 | 75 | 64 | 70 | 69 | 68 | 69 | 70 | 67 | 68 | 68 | 69 | 69 |
| K | 62 | 46 | 52 | 54 | 54 | 56 | 56 | 56 | 55 | 55 | 55 | 55 | 55 |
| 1 | 58 | 62 | 66 | 63 | 60 | 59 | 59 | 58 | 58 | 58 | 58 | 58 | 58 |
| 2 | 69 | 58 | 60 | 58 | 58 | 59 | 59 | 59 | 58 | 58 | 58 | 58 | 58 |
| 3 | 66 | 69 | 69 | 71 | 70 | 68 | 68 | 68 | 68 | 68 | 68 | 67 | 67 |
| 4 | 44 | 66 | 65 | 60 | 58 | 59 | 59 | 58 | 59 | 58 | 58 | 58 | 58 |
| 5 | 55 | 44 | 46 | 43 | 41 | 41 | 41 | 41 | 40 | 39 | 39 | 39 | 39 |
| 6 | 55 | 55 | 56 | 52 | 52 | 52 | 52 | 51 | 51 | 51 | 52 | 52 | 52 |
| K-6 Subtotal | 409 | 400 | 414 | 401 | 393 | 394 | 394 | 391 | 389 | 387 | 388 | 387 | 387 |
| reK-6 Subtot | 484 | 475 | 478 | 471 | 462 | 462 | 463 | 461 | 456 | 455 | 456 | 456 | 456 |
| 7 | 57 | 55 | 54 | 55 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 |
| 8 | 61 | 57 | 61 | 58 | 59 | 59 | 59 | 59 | 59 | 58 | 59 | 59 | 59 |
| 9 | 56 | 61 | 62 | 60 | 60 | 60 | 59 | 59 | 58 | 58 | 58 | 57 | 57 |
| 10 | 55 | 56 | 57 | 54 | 54 | 52 | 51 | 50 | 49 | 47 | 48 | 48 | 48 |
| 11 | 45 | 55 | 54 | 53 | 53 | 53 | 52 | 52 | 52 | 51 | 51 | 51 | 51 |
| 12 | 36 | 45 | 47 | 46 | 46 | 46 | 46 | 46 | 45 | 45 | 45 | 45 | 45 |
| Subtotal | 310 | 329 | 335 | 326 | 326 | 324 | 321 | 320 | 317 | 313 | 315 | 314 | 314 |
| K-12 Total | 719 | 729 | 749 | 727 | 719 | 718 | 715 | 711 | 706 | 700 | 703 | 701 | 701 |
| P-12 Total | 794 | 804 | 813 | 797 | 788 | 786 | 784 | 781 | 773 | 768 | 771 | 770 | 770 |



Amount

| 441.00 |
| ---: |
| $1,017.50$ |
| $299,652.97$ |
| $3,273.69$ |
| $1,709.30$ |
| 540.00 |
| $\$ 306,634.46$ |


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Vendor
Braun Intertec Corporation
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ICS
IEA, Inc
Ultimate Ag LLC
Ultimate Ag LLC
Vanco, Inc
PERA
MN Teachers Retirement Assoc.
Aviben
MN Department of Revenue
Internal Revenue Service
Aviben FLEX
PERA
MN Teachers Retirement Assoc.
Aviben
MN Department of Revenue
Internal Revenue Service
Aviben FLEX
Almich's Market
Aviben
BCA
Bennett Office Technologies
Blessings \& Blossoms
City of Clara City
City of Raymond
Clara City Speedway
Clara City Telephone Company
Connecting Point Computer Center
Countryside Public Health Serv
Donners Crossroads Truckstop
Donners Service Station
East Side Jersey Dairy, Inc
Farmers Coop Oil Co.
Farm-Rite Equipment of Willmar
Hagemeyer, John
Hultgren, Jaime
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Indianhead Foodservice Distributor
Kennedy \& Graven, Chartered
MACCRAY Activity Account
MACCRAY Lunch
Merle's Repair
NCS Pearson, Inc.
Nordic Solar HoldCo Phase 2, LLC
Prinsburg Farmers Coop
Region 3A
Southside Lumber
SW \& WC Service Cooperative
Sweep Hardware
Tostenson, Inc.
Trulock, James
Whitney Music
Xcel Energy
e-LocalLink, Inc
e-LocalLink, Inc
Alexandria Technical \& Comm College
Apple, Inc
City of Maynard
Dooley's Natural Gas
Drex-mart
East Side Jersey Dairy, Inc
Haff, Ashley
Hildi Inc.
Hoffman, Daniel J
Indianhead Foodservice Distributor
Kaardal, Bruce
Klosterboer, Kristin
Koepke, Zach
Lakeview Schools
MACCRAY Activity Account
MACCRAY Lunch
MACCRAY Postage
Menards - Willmar
MN PEIP
Montevideo Publishing
New Dominion School
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\text { Bank Total: } \quad \$ 606,657.36
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Tax Class

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| :---: | TA Lauritsen Septic and Drain

VISA－CABank
Indianhead Foodservice Distributor
MACCRAY East Parents Club
Glaeser，Cheryl Kay
Haug－Kubota LLC
Hillyard／Hutchinson
Indianhead Foodservice Distributor
Lakeview Schools
MACCRAY Activity Account
MACCRAY Choir
MACCRAY Community Ed．
Menards－Willmar
Minnesota Screen Print
Rochester Telecom Systems
Xcel Energy
MacPhail
American Family－AFLAC
Citizens Alliance Bank
Colonial Life
Kensington Bank
LegalShield
MACCRAY Education Association
MN Child Support Center
NCPERS Group Life Ins．
Old National Bank
United Way of West Central MN
UNUM Life Insurance Company
Scholastic Book Fairs Pay Type Grp Code Rcd
 Bank Batch Pmt No Check No







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## INVESTMENTS OUTSTANDING <br> June 30, 2020

MSDMAX Fund - MSDLAF
MSDMAX Fund Balance as of June 30, 2020
\$2,266.31
Interest - July 31, 2020
\$. 39
Interest - August 31, $2020 \quad \$ .29$
Interest - Sept. 30, $2020 \quad \$ .23$
Interest - October 31, $2020 \quad \$ .08$
Interest - November 30, $2020 \quad \$ .13$
Interest - December 31, $2020 \quad \$ .08$
Interest - January 31, $2021 \quad \$ .13$
Interest - February 28, $2021 \quad \$ .07$
Interest - March 31, $2021 \quad \$ .08$
Interest - April 30, $2021 \quad \$ .07$
BALANCE
$\mathbf{\$ 2 , 2 6 7 . 8 6}$

## LIQUID ASSET FUND

Money Market Balance as of June 30, $2020 \quad \$ 1,542.25$
Interest - July 31, $2020 \quad \$ .14$
Interest - August 31, $2020 \quad \$ .07$
Interest - Sept. 30, $2020 \quad \$ .05$
Interest - October 31, $2020 \quad \$ .03$
Interest - November 30, $2020 \quad \$ .06$
Interest - December 31, $2020 \quad \$ .03$
Interest - January 31, $2021 \quad \$ .06$
Interest - February 28, $2021 \quad \$ .02$
Interest - March 31, $2021 \quad \$ .03$
Interest - April 30, $2021 \quad \$ .02$
BALANCE
\$1,542.76

## Heritage Bank N.A. (Savings)

Balance on June 30, 2020
\$46,030.28
Interest - July 31, 2020
\$12.90
Interest - August 31, $2020 \quad \$ 12.20$
Interest - Sept. 30, $2020 \quad \$ 9.84$
Interest - October 31, 2020 \$7.22
Interest - November 30, $2020 \quad \$ 10.17$
Interest - December 31, $2020 \quad \$ 9.20$
Interest - January 31, $2021 \quad \$ 6.96$
Interest - February 28, $2021 \quad \$ 6.72$
Interest - March 31, $2021 \quad \$ 7.92$
Interest - April 30, $2021 \quad \$ 7.20$
BALANCE
$\mathbf{\$ 4 6 , 1 2 3 . 2 4}$

## Citizens Alliance Bank Special Money Market Savings

Balance as of June 30, 2020
Interest - July 31, 2020 (Transfer out \$550,000)
\$4,215,124.28

Interest - Aug. 31, 2020 (Transfer in \$200,000)
\$1002.07

Interest - Sept. 30, 2020 (Transfer in \$200,000)
957.12

Interest - October 31, 2020
\$1001.20

Interest - November 30, 2020 (Transfer in $\$ 300,000$ )
\$1003.09

Interest - December 31, 2020 (Transfer out $\$ 1,550,000$ )
Interest - January 31, 2021 (Transfer in \$300,000) \$580.90
Interest - February 28, 2021 (Transfer out \$300,000) \$563.74
Interest - March 31, 2021

## 2021-2022 Original Budget

|  | Revised Budget | Original Budget 2021-2022 |  |
| :---: | :---: | :---: | :---: |
| Revenues | 2020-2021 |  | Difference |
| General Fund | 10,142,557 | 9,156,985 | $(985,572)$ |
| Food Service | 297,992 | 334,200 | 36,208 |
| Community Service | 225,484 | 246,330 | 20,846 |
| Capital Outlay (LTFM) | 485,232 | 411,033 | $(74,199)$ |
| Debt Redemption | 2,948,089 | 2,829,611 | $(118,478)$ |
| Totals | 14,099,354 | 12,978,159 | $(1,121,195)$ |
|  |  |  |  |
|  |  |  |  |
|  | Revised Budget | Original Budget$\underline{2021-2022}$ |  |
| Expenditures | 2020-2021 |  | Difference |
| General Fund | 9,337,986 | 9,431,383 | 93,397 |
| Food Service | 416,685 | 479,400 | 62,715 |
| Community Service | 581,742 | - | $(581,742)$ |
| Capital Outlay Includes (H\&S) | 327,916 | 250,278 | $(77,638)$ |
| Debt Redemption | 2,807,395 | 2,644,813 | $(162,582)$ |
| Totals | 13,471,724 | 12,805,874 | $(665,850)$ |
|  |  |  |  |
|  |  |  |  |
| FY2022 Original Budget | Revenues | Expenditures | Difference |
| General Fund | 9,156,985 | 9,431,383 | $(274,398)$ |
| Food Service | 334,200 | 479,400 | $(145,200)$ |
| Community Service | 246,330 | 581,742 | $(335,412)$ |
| Capital Outlay Includes (H\&S) | 411,033 | 250,278 | 160,755 |
| Debt Redemption | 2,829,611 | 2,644,813 | 184,798 |
| Totals | 12,978,159 | 13,387,616 | $(409,457)$ |



# 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, 2021 - June 30, 2023

## ARTICLE 1 PURPOSE

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

## ARTICLE 2 DEFINITIONS

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

## ARTICLE 3 RECOGNITION

Subd. 3.1 Appropriate Unit: In accordance with P.E.L.R.A. The District recognizes the Association as the exclusive representative of all management personnel within the bargaining unit certified by the Bureau of Mediation Services. "All employees of MACCRAY Schools, who are certify by the State Department of Education as High School Principal who are employed for more than 14 hours per week and more than 100 works day per year, and who devote $50 \%$ of their time to administrative or supervisory duties in the capacity of an High School Principal."
Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the High School Principal as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Medication Services in accordance with the P.E.L.R.A.

## ARTICLE 4 ASSOCIATION RIGHTS

Subd. 4.1 Use of Facilities: The High School Principal shall have the right to use District buildings before or after hours for meetings, scheduling such use with the Superintendent provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the High School Principal in Accordance with District policy. Subd 4.2 Indemnification: The High School Principal shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Section 4.4 of this Article.
Subd. 4.3 Personnel Files: High School Principal shall have the right to review his individual Personnel file in accordance with applicable Minnesota statutes.
Subd. 4.4 Meet and Confer: The High School Principal has the right on an annual basis to request two (2) meet and confer meetings with the School Board.

## ARTICLE 5 DISTRICT RIGHTS

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

## ARTICLE 6 DUTY YEAR

Subd. 6.1 The normal duty year shall be considered as 200 days.
Subd. 6.2 Specific Duty Year: These specific duty days during the calendar period July 1 through June 30 shall be established by the High School Principal and the Superintendent. The Superintendent reserves the right to designate specific calendar days during the period of July 1 through June 30 as mandatory duty days.

Subd. 6.3 Management Commitment: The District and the High School Principal concur that the management nature of the duties and responsibilities of the High School Principal covered by this Agreement requires a commitment to whatever time is necessary to accomplish such managerial duties and responsibilities.

## ARTICLE 7 DUTY DAYS

## Subd. 7.1 Normal Duty Day:

Subd. 7.11 The High School Principal shall normally be on duty during the period established as the teacher's basic duty day at their building of responsibility or as directed by the Superintendent.
Subd. 7.12 High School Principal, because of his managerial duties and responsibilities agree to commit whatever time is necessary to accomplish such managerial duties and responsibilities.

## ARTICLE 8 COMPENSATION

Subd. 8.1 Salary Schedule: The annual salary of the High School Principal, employed by individual continuing contract for the 2021-2022 and 2022-2023 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 $\$ 50$ will be paid for supervision of spectator sport athletic events and dances (Homecoming, Snow 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 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 \$18,000 each year 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 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. 10.13Sick 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. 10.16In 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. Subd. 10.2 Bereavement Leave: Five (5) day's bereavement leave per death in the immediate family will be granted. Immediate family to be defined as follows: wife or husband, son, daughter, mother, father, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law. Up to two (2) additional days may be granted for the death of friends and/or relatives. Days used will not be deducted from sick leave.
Subd. 10.3 Emergency Leave: Emergency leave may be granted at the discretion of the Superintendent. All emergency leaves will be deducted from sick leave.
Subd. 10.4 National Convention: The High School Principal is authorized once every three (3) years with prior approval from the Superintendent. Registration, airfare and accommodations will be allowed for expenses.
Subd. 10.5 Child Care Leave:
Subd. 10.51 A child care leave may be granted by the School District, subject to the provisions of this section to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.
Subd. 10.52 A High School Principal making application of childcare leave shall inform the Superintendent in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave. In case of adoption, the two (2) calendar month notification shall be waived.
Subd. 10.53 If the reason for the child care leave is occasioned by pregnancy, an High School Principal may elect to utilize sick leave pursuant to the sick leave provision of the Agreement in lieu of seeking childcare pursuant to this Section. A pregnant High School Principal will also provide at the time of the leave of application, a statement from her physician indicating date of delivery. Said High School Principal making application and receiving approval for childcare leave under the terms of this Agreement may also qualify for sick leave based under the terms of this Agreement provided the sick leave shall not be used between the beginning and ending dates of the childcare leave.

Subd. 10.54 Three (3) days of the yearly accrued sick leave may be allowed for an adoption of a child by a person covered under this master agreement. Pay shall be allowed for this leave and the days of absence shall be deducted from their sick leave.
Subd. 10.55 The school district may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave coincide with some natural breaks in the school year - i.e. winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like. The availability of a substitute may also be considered by the school board in the granting of a childcare leave or the duration thereof.
Subd. 10.56 In making a determination concerning the commencement and duration of a childcare leave, the school board shall not, in any event, be required to: (1) Grant any leave more than twelve (12) months in duration, (2) Permit the High School Principal to return to his or her employment prior to the date designated in the request for Childcare leave.
Subd. 10.57 An High School Principal returning from childcare leave shall be re-Employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave of absence.
Subd. 10.58 Failure of the High School Principal to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the High School Principal mutually agrees to an extension of the leave.
Subd. 10.59A High School Principal who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes, seniority, and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The High School Principal shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave. Subd. 10.60 A High School Principal on Child Care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the High School Principal wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such groups' insurance programs, however, will terminate if the High School Principal does not return to the School District pursuant to this section.
Subd. 10.6 Sabbatical Leave: Sabbatical leave may be granted at the discretion of the School District. A High School Principal who returns from sabbatical leave within the provisions of this Section shall retain all previous experience credit, seniority, and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The High School Principal shall not accrue additional experience credit or leave during the period of absence for sabbatical leave.
Subd. 10.7 Personal Leave:
Subd. 10.71 At the beginning of the school year, each High School Principal shall be granted (34) hours (4) days of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of this agreement. Subd. 10.72 Requests for personal leave must be made in writing to the Superintendent of Schools at least three (3) days in advance, except in the event of emergencies. All personal leaves must have prior approval.
Subd. 10.73 A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.
Subd. 10.74 Any unused personal leave days by June 30 of each contract year will be paid at $100 \%$ at the High School Principals daily rate of pay.
Subd. 10.8 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval.

## ARTICLE 11 PRINCIPAL RETIREMENT

Subd. 11.1403 (b) Plan: The MACCRAY School District shall maintain a 403 (b) retirement saving plan for the High School Principal and will contribute $\$ 3600$ 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 Levell 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, 2021 except as specifically provided otherwise in the Agreement, through June 30, 2023 and thereafter until modified or terminated pursuant to the PELRA of 1971 as amended.
Subd. 14.2 Modification: if either party desires to modify or terminate this Agreement effective on June 30, 2023, it shall give written notice of such intent no later than April 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.
Subd. 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).

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

## SCHEDULEA - High School Principal

$$
2021-2022-\$ 94,940 \quad \text { 2022-2023 - \$95,900 }
$$

Agreed to as the full and complete settlement of the terms and conditions of employment by the signatures of the following fepresentatives of the District and the High School Principal.


[^0]

MACCRAY Public Schools ISD 2180 Maynard- Clarar Ciy. Reymond

## CONTRACT

Establishing the
Terms and Conditions of Employment
By and Between

MACCRAY Schools
And

Mitchell Kent<br>Elementary School Principal

July 1, 2021 - June 30, 2023

## ARTICLE 1 PURPOSE

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

## ARTICLE 2 DEFINITIONS

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

## ARTICLE 3 RECOGNITION

Subd. 3.1 Appropriate Unit: In accordance with P.E.L.R.A. The District recognizes the Association as the exclusive representative of all management personnel within the bargaining unit certified by the Bureau of Mediation Services. "All employees of MACCRAY Schools, who are certify by the State Department of Education as Elementary School Principal who are employed for more than 14 hours per week and more than 100 work day per year, and who devote $50 \%$ of their time to administrative or supervisory duties in the capacity of an Elementary School Principal."
Subd. 3.2 Bargaining Unit Dispute. In the event of a dispute between the District and the Elementary School Principal as to the inclusion or exclusion within the bargaining unit of a newly created or modified job classification, either party may petition the Bureau of Medication Services in accordance with the P.E.L.R.A.

## ARTICLE 4 ASSOCIATION RIGHTS

Subd. 4.1 Use of Facilities: The Elementary School Principal shall have the right to use District buildings before or after hours for meetings, scheduling such use with the Superintendent provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Elementary School Principal in Accordance with District policy.
Subd 4.2 Indemnification: The Elementary School Principal shall indemnify and hold the District harmless against any and all claims, orders, or judgments made against the District in the administration of Section 4.4 of this Article.
Subd. 4.3 Personnel Files: Elementary School Principal shall have the right to review his individual Personnel file in accordance with applicable Minnesota statutes.
Subd. 4.4 Meet and Confer: The Elementary School Principal has the right on an annual basis to request two (2) meet and confer meetings with the School Board.

## ARTICLE 5 DISTRICT RIGHTS

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

## ARTICLE 6 DUTY YEAR

Subd. 6.1 The normal duty year shall be considered as 195 days.
Subd. 6.2 Specific Duty Year: These specific duty days during the calendar period July 1 through June 30 shall be established by the Elementary School Principal and the Superintendent. The Superintendent reserves the right to designate specific calendar days during the period of July 1 through June 30 as mandatory duty days.

Subd. 6.3 Management Commitment: The District and the Elementary School Principal concur that the management nature of the duties and responsibilities of the Elementary School Principal covered by this Agreement requires a commitment to whatever time is necessary to accomplish such managerial duties and responsibilities.

## ARTICLE 7 DUTY DAYS

Subd. 7.1 Normal Duty Day:
Subd. 7.11 The Elementary School Principal shall normally be on duty during the period established as the teachers'
basic duty day at their building of responsibility or as directed by the Superintendent.
Subd. 7.12 Elementary School Principal, because of his managerial duties and responsibilities agree to commit
whatever time is necessary to accomplish such managerial duties and responsibilities.

## ARTICLE 8 COMPENSATION

Subd. 8.1 Salary Schedule: The annual salary of the Elementary School Principal, employed by individual continuing contract for the 2021-2022 and 2022-2023 duty years, is established by Schedule A, attached hereto, and shall be considered part of the Agreement.
Subd. 8.2 Annual Salary: The Elementary School Principal employed by an individual continuing contract will be paid an annual salary. Elementary School Principal employed for a duty year less than that established by Article 6, Section 6.1 and 6.2 , shall be paid a prorated annual salary.

Subd. 8.3 Daily Rate: For the purposes of calculating daily rate, the Elementary School Principal annual individually contracted salary divided by the duty year established by Article 6 , Sections 6.1 and 6.2 shall equal daily rate.
Subd. 8.4 Mileage: Elementary School Principal shall be reimbursed at the Board rate for the use of their personal automobile to conduct authorized and approved travel on the behalf of the District.
Subd. 8.5 Dues: The Elementary School Principal is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations (MESPA) as are required, directed, or permitted by the School Board. The Elementary School Principal shall present appropriate statements for approval as provided by law.
Subd. 8.6 Work Stoppage: Elementary School Principal, in the event of a strike or work stoppage by other District employees, shall report for duty to carry out School Board policies and directives.
Subd. 8.7 Stipend: A stipend of $\$ 50$ 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 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 $\mathbf{\$ 1 5 , 0 0 0}$ each year 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, life insurance for the Elementary

Principal in the amount of $\$ 50,000$.
Subd. 9.8 Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Elementary School Principal under the School District's group long-term disability insurance plan. Subd. 9.9 Eligibility: The eligibility of the Elementary School Principal and the Elementary School Principal's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.
Subd. 10.0 Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

## ARTICLE 10 LEAVES OF ABSENCE

Subd. 10.1 Sick Leave:
Subd. 10.11All full-time Elementary School Principals shall earn sick leave 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.
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. 10.57An 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. 10.59A Elementary School Principal who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes, seniority, and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The Elementary School Principal shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.
Subd. 10.60 An Elementary School Principal on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, and the district shall continue to pay their share of the premium for such programs as the Elementary School Principal wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such groups' insurance programs, however, will terminate if the Elementary School Principal does not return to the School District pursuant to this section.
Subd. 10.6 Sabbatical Leave: Sabbatical leave may be granted at the discretion of the School District. An Elementary School Principal who returns from sabbatical leave within the provisions of this Section shall retain all previous experience credit, seniority, and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The Elementary School Principal shall not accrue additional experience credit or leave during the period of absence for sabbatical leave.
Subd. 10.7 Personal Leave:
Subd. 10.71 At the beginning of the school year, each Elementary School Principal shall be granted (34) hours (4) days of personal leave nonrestrictive. Personal days refer to days not covered by any other provision of this agreement.
Subd. 10.72 Requests for personal leave must be made in writing to the Superintendent of Schools at least three (3)
days in advance, except in the event of emergencies. All personal leaves must have prior approval.
Subd. 10.73 A personal day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.
Subd. 10.74 Any unused personal leave days by June 30 of each contract year will be paid at $100 \%$ at the Elementary School Principals daily rate of pay.
Subd. 10.8 Professional Leave: Professional Leave may be granted subject to the Superintendent's approval.

## ARTICLE 11 PRINCIPAL RETIREMENT

Subd. 11.1403 (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 Levell 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, 2021 except as specifically provided otherwise in the Agreement, through June 30, 2023 and thereafter until modified or terminated pursuant to the PELRA of 1971 as amended.
Subd. 14.2 Modification: if either party desires to modify or terminate this Agreement effective on June 30, 2023, it shall give written notice of such intent no later than April 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.
Subd. 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

2021-2022 - \$77,000 2022-2023 - \$78,500

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 Elementary School Principal.

Elementary School Principal
Dated this $\qquad$ day of $\qquad$ 2021

MACCRAY Chairman

MACCRAY Clerk

Dated this $\qquad$ day of $\qquad$ 2021

# MACCRAY PUBLIC SCHOOLS 

# 2020-21 EMPLOYMENT AGREEMENT <br> NOTICE of ASSIGNMENT <br> With <br> Amber DeBey 

JOB TITLE: Evening Custodian
DEPARTMENT: Building and Grounds
REPORTS TO: Building and Grounds Supervisor, Principal, Superintendent

## JOB SUMMARY

Works to keep buildings and grounds clean and safe.

## TERMS OF EMPLOYMENT

8 Hours - Weekdays
Probation Period: 6 months
Wage: $\$ 15.25$ per hour ( $\$ .50$ shift differential during the school year)
Pay Dates: 15th and 30th of each month
Other fringe benefits per the MACCRAY School Custodian Terms and Conditions of Employment.

## EVALUATION

Performance of this job will be evaluated by the Building and Grounds Supervisor.

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

IN WITNESS WHEREOF, I have subscribed
My signature this $\frac{407}{4}$ day of $27,2021$.
$\frac{\text { Amber Debey }}{\text { Custodian }}$

IN WITNESS WHEREOF, we have subscribed My signature this $\qquad$ day of $\qquad$ , 2021.

School Board Chair

School Board Clerk

## Lyle W. Boike

112 S. $19^{\text {th }}$ St. Montevideo, MN • 320-269-1669 • Iboike@charter net

April 12, 2021

MACCRAY Public Schools
Scott Van Heuveln
711 Wolverine Drive
Clara City, Minnesota
I would like to inform you that I will be retiring effective August 13, 2021.

I have appreciated the opportunity to work for MACCRAY schools with such a supportive staff and Administrative team.

Sincerely,


Lyle W. Boike

Mitchell Beekman

6045 80th Ave SE
Maynard, MN 56260

Dear MACCRAY School Board,
The purpose of this letter is to offer my resignation as Social Studies teacher at MACCRAY High school. I really appreciate the position and offer that was presented to me as a MACCRAY alumni. I enjoyed working with my fellow staff members and students in each of the classes. MACCRAY will always hold a special place in my heart. Thank you for everything.

Sincerely,


Mitchell Beekman

April 28, 2021
Judd,
I am giving you my letter of resignation effective the end of the 2020-2021 school year with pay and health benefits going through end of August.

Sincerely,

## Christine A Krizan

## AGREEMENT TO RESUME TEACHING SERVICES

WHEREAS, Al Reszel ("Reszel") has been employed by Independent School District No. 2180, MACCRAY, ("School District") as a continuing contract teacher; and

WHEREAS, Reszel retired from the School District effective at the close of the 2019-2020 school year; and

WHEREAS, the MACCRAY Education Association ("Association") is the exclusive representative for the teachers employed by the School District; and

WHEREAS, the School District and the Association are parties to a collective bargaining agreement ("Master Agreement") which governs the terms and conditions of employment for teachers; and

WHEREAS, Reszel wishes to mentor Special Education Teachers for the School District at . 5 time.

WHEREAS, Reszel has had an opportunity to discuss his rights under the Master Agreement, Minn. Stat. § 122A.40, and the Teachers Retirement Act, Minn. Stat. Ch. 354, with the Association and legal counsel;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Reemployment: The School District agrees to reemploy Reszel as a . 5 Mentor Teacher for new special education teachers.
2. Waiver of Continuing Contract Rights: As a condition of reemployment, Reszel knowingly and willingly waives his continuing contract rights with the School District under Minn. Stat. § 122A.40, as amended, and agrees that his employment with the School District shall be based on an annual, one year fixed term contract with no guarantee of continued employment in subsequent years. Reszel acknowledges that the School District is under no obligation to reemploy him for the 2021-22 school year or any subsequent school years and that his employment with the School District will automatically terminate effective at the close of the 2021-22 school year without the necessity of any School Board action, unless this Agreement is renegotiated.
3. Salary Schedule Placement: Reszel's salary for the 2021-22 school year shall be at . 5 of previous salary, totaling $\$ 33,275$.
4. Other Terms and Conditions of Employment: Upon rehire, all terms and conditions of Reszel's employment with the School District other than those discussed above will be governed by the terms of the Master Agreement then in effect.
5. TRA Issues:
A. Contributions: The parties acknowledge that compensation Reszel earns after being rehired by the School District shall not be subject to withholding for TRA and the School District shall not be required to make employer TRA contributions on his behalf.
B. Impact of Reemployment Upon Pension Benefits: The parties acknowledge that Reszel is solely responsible for determining what impact, if any, his reemployment will have on his TRA benefits and that the School District has not made any representations to him regarding the application of TRA laws and regulations to his upon his reemployment.
6. 403 B :The District is not contributing a 403B match.
7. Health Insurance: The School District is not offering Health Insurance. Reszel may continue on the District's Health Insurance at his own expense.
8. Effect: The Association and the School District acknowledge that this agreement to resume teaching services shall not be deemed to constitute a precedent or create a past practice which would be applicable to any other member of the bargaining unit or be admissible in any arbitration proceeding.

The undersigned have read the forgoing agreement and by signing below hereby affirm that they fully understand and agree to its terms.


Dated:
 2021

Independent School District No. 2180, MACCRAY
By: $\qquad$ Dated: 2021
School Board Clerk
$B y:$
Dated: $\qquad$ 2021
School Board Chair


## Teacher Contract

The School Board of Independent School District 2180 of the State of Minnesota, Clara City, Minnesota, enters into this agreement, pursuant to M.S. 125.12 as amended, with _Susan Stranberg a legally qualified and licensed teacher who agrees to teach in the public schools of said district as _Math Instructor for the school year 2021-2022.

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

1. Basic Services: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rule and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provision of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S.125.12.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. Additional Services: The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. Special Provision: (Insert here any other contractual provisions).

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

## Additional Service

Additional Compensation

1. $\qquad$ \$
\$ $\qquad$
2. In Consideration thereof, the school board agrees to pay said teacher the following annual salary:

| $\$ 53,000$ | For Basic Services: |
| :--- | :--- |
| $\$$ | For Additional Services as set forth in paragraph 6 |
| $\$ 53,000$ | Total salary, exclusive of fringe benefits. |

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


IN WITNESS THEREOF we have subscribed our signatures this $\qquad$ day of $\qquad$
Independent School District No. 2180
Clerk: $\qquad$
Chairperson:

MACCRAY Community Ed \& Rec
Denise Smith, Director

## May 2021 School Board Report

## Highlights

* February - May/Wrap-Up
- Early Childhood: 39 Activity Bags (no in-person classes)
- Youth Enrichment: 81 Activities
- Adult: 84 Activities
- Traveling Basketball Teams: 45 kids
- Karate - 40 Participants
* Summer 2021
- Youth Booklet - Summer Rec, Camps, Art Classes
- Adult Flyer - Pickleball, Doubles Tennis, Sand Volleyball, Art Classes
- Summer Rec
* Staff: 14 Coaches
* All in Raymond - except T-Ball in Clara City
* T-Ball Games - Some Monday Nights
* Shuttle Bussing for Maynard and Clara City Families
* Color Teams/Not Towns
* HEX Apparel Donating T-shirts
* Rain or Shine
* Scholarships Available
* COVID Guidelines/Contact Tracing
* Offering Tennis
- Night Baseball
* $3^{\text {rd }} / 4^{\text {th }}$ Baseball: Coaches Cameron Macht and Seth Falk
* $5^{\text {th }} / 6^{\text {th }}$ Baseball: Coaches Joel Guiningsman and Mark Schleski
* ECFE Survey Conducted
* Preschool - Scholarships/Sliding Fee Scale
* Community Garden - Clara City
- 11 Plots/10 People (God's Garden - Many Helpers)
* Facility Use
- Raymond Rockets
- Raymond American Legion - Memorial Day Services - May 31st

Other: MACCRAY 2180 Foundation

* Fundraiser - online auction \& drive-through cheeseburger meal/May $7^{\text {th }}$
* Doing a spring funding cycle.


## Sermbere 2021

Activity Pactat


## MACCRAY COMMUNITY ED \& REC

## SUMMIER 2021 ADULT RCTIVITHES



## Doubles Tennis League

Pick up those rackets and come out for this great opportunity to play tennis and be part of a fun doubles tennis league.

| Dates: | Mondays <br>  <br> Time: <br> Tune $14^{\text {h }}-$ July $26^{\text {th }}$ (not July $\left.5^{\text {th }}\right)$ <br> Location: <br> 6:00 $-8: 00$ p.m. <br> Cost:$\quad \$ 40.00$ per person |
| :--- | :--- |

Questions, contact Lindsey Bosch at 320-894-9122.


## Summer Pickleball

One of the fastest growing sports in the country, Pickleball appeals to players of all ages. The game of Pickleball has been compared to tennis, badminton, and ping-pong. It is easy to learn but still challenging. Players will be rotating after each game. This is to even out the different levels of play and make it fun to meet new people or play with existing friends.

| Dates: | Tuesdays, <br> June 1 $1^{\text {st }}-$ July 13 (Not June 22 ${ }^{\text {nd }}$ ) |
| :--- | :--- |
| Time: | 6:00 $-7: 30$ p.m. |
| Cost: | $\$ 5.00$ Each Time/Pay when Play <br> Registration is required. |
| Location: | Maynard Tennis Courts <br> (behind West Elementary School) |

Questions, contact Leanne Carmany at 507-829-3087.


## Co-Ed Sand Volleyball League

Grab your friends and let's play some sand co-ed volleyball! Teams can have 4 or 6 players. Teams have to have an even number of women and men, but can have more women. More details and rules will be sent once a team is registered. Please include all players' names and cell numbers on the back of the registration form.

Dates: Thursdays June $10^{\text {th }}-$ July $22^{\text {nd }}$ (Not July $1^{\text {st }}$ )
Time: $\quad$ 6:00-8:00 p.m.
Location: Sand Volleyball Courts/Clara City
Cost: $\$ 100$ per Team
Questions, contact Hailey Condon at 320-894-2880.


## Canvas Creations

Learn how to paint your very own gorgeous and unique paintings. You do not have to be an expert to create beautiful art. Feel free to change the design or the colors to match your style. YOU are the artist! All painting supplies, 16x20 inch canvas, aprons, easels, and paint are provided.

Time: 2:00-4:00 p.m.
Cost: $\$ 35.00$
Instructor: Ashley Lucas, Artist/Blue Ice Studio


Beach Oasis
Saturday, June 26 ${ }^{\text {th }}$
(Deadline June 20 ${ }^{\text {th }}$ )


Sunset at the Dock
Saturday, July $17^{\text {th }}$
(Deadline July $12^{\text {th }}$ )

## Family Tree

Saturday, August 7
(Deadline August $1^{\text {st }}$ )

Questions, contact Ashley Lucas at 320-441-8742.

1. I recently accepted a $\$ 15,000$ check from the West Parent Organization to be used toward playground equipment in the new facility. We plan to have 3 play/recreation areas. One area will be built specifically for preschool through first or second grade. A second play area will be age appropriate for grades two through four or five. The third area will be more of a recreational area for fifth and sixth grades and maybe all of the middle school.
2. Just this week we placed an order for refrigerators and range/ovens for what will be our academic kitchen. I am pleased that we are working with Sweep Hardware on this portion of the project. We all believe in doing business locally whenever possible.
3. We will have a report from Dan Hiemenz at the meeting which will cover many more specifics of the construction project.
4. I want to commend the high school drivers who have been very patient as I have strived to create a safer plan for the parking lot. Our student drivers have not only been patient but careful and respectful during the process of having to switch up their special parking places.
5. Legislative work hangs in the lurch. It is expected that by May 10 some of the language of final work will go into writing of the bills specifically. Then the real haggling over what to decide upon begins. As reported recently, the house sticks to $2 \%$ and $2 \%$ and the senate is not there. I have heard no signal from them about percentages on the formula. With the current 80 some unfunded mandates and 25 expected changes to PELSB there will be a lot of work ahead of us to ensure all the expectations are met.
6. To continue to educate the board on early child care needs in our area, please find an FYI document from First Children's Finance that clearly illustrates the need in zip codes in southwest Minnesota as of June of 2020.
7. This is just a reminder that the board wanted to be sure to extend a thanks to Marilyn Lohse in May now that her tenure at MACCRAY will end via retirement. Administration and the board wish her well in retirement.

Original Contract Amounts with Alternates 1, 3, 7A and 9

| WS | Trade | Actual | Contractor |
| :---: | :---: | :---: | :---: |
| 1 | Earthwork | \$ 3,329,248.25 | Duininck |
| 2 | Concrete | \$ 2,260,000.00 | Ultra |
| 3 | Masonry | \$ 973,240.00 | John Foley Masonry |
| 4 | Precast Concrete | \$ 2,120,000.00 | Collins |
| 5 | Structural Steel-Furnish | \$ 1,110,000.00 | Marshall Machine |
| 6 | Structural Steel-Install | \$ 536,200.00 | Spartan |
| 7 | Steel Stud \& Drywall | \$ 1,289,900.00 | Regal |
| 8 | Roofing | \$ 1,304,767.00 | West Central |
| 9 | Metal Wall Panels | \$ 232,760.00 | Minkota |
| 10 | Aluminum Doors, Windows \& Glazing | \$ 632,500.00 | Heartland Glass Company-Sioux Falls |
| 11 | Doors, Frames and Hardware | \$ 533,400.00 | Builders Supply |
| 12 | General Construction and Carpentry | \$ 1,934,000.00 | BCI |
| 13 \& 14 | Tile/Terrazzo and Flooring | \$ 1,257,636.00 | Floor to Ceiling |
| 15 | Wood Flooring | \$ 261,000.00 | H2I |
| 16 | Casework | \$ 785,000.00 | Southern Mn Woodcraft |
| 17 | Painting | \$ 284,800.00 | Gunion |
| 18 | Acoustic Ceiling \& Acoustic Treatments | \$ 611,500.00 | St. Cloud Acoustics |
| 19 | Theatre/Auditorium Equipment and Rigging | \$ 306,750.00 | Gopher State |
| 20 | Theatre/Auditorium Audio and Visual | \$ 264,800.00 | Video Services |
| 21 | Foodservice Equipment | \$ 395,950.00 | TriMark |
| 22 | Fire Protection | \$ 294,865.00 | LVC |
| 23 | Mechanical | \$ 5,664,500.00 | Masters w/ Chappel Central and Automated Technologies |
| 24 | Electrical | \$ 3,731,100.00 | Willmar Electric |
|  |  | \$ 289,300.00 | Landscaping budget not bid |
|  |  | \$ 175,000.00 | Winter Conditions |
|  |  | \$ 1,000,000.00 | Decommision of East and West |
|  |  | \$31,578,216.25 | Total ConstructionBudget |




[^0]:    MACCRAY Chairman

    MACCRAY Clerk

    Dated this $\qquad$ day of $\qquad$ , 2021

