

MASTER CONTRACT INDEPENDENT SCHOOL DISTRICT NO. #2172

and

**ISD 2172 FACILITY
MANAGEMENT BARGAINING
GROUP**

July 1, 2025 – June 30, 2028

This administrative contract is entered into on this 23rd day of June 2025, by the School Board of School District No. #2172, Kenyon – Wanamingo Schools, Minnesota, hereafter referred to as the "Board" and the ISD 2172 Facility Management Bargaining Group, hereafter referred to as the "Association."

**ARTICLE I
THE BOARD AND THE ASSOCIATION**

1. Recognition: In accordance with the P.E.L.R.A., The Board hereby recognizes the Association as the exclusive representative of Facilities Managers employed by the School District for all purposes, and having all rights and duties, prescribed in the P.E.L.R.A. and as described in this Agreement.
2. Appropriate Unit: The exclusive representative shall represent all Facilities Managers of the School District, as certified by the Bureau of Mediation Services in Case No. 16PCE0322:
3. The Board agrees that it will not meet and confer or negotiate with any other organization with respect to employees included in the appropriate unit, or individual representative of the negotiating unit, as long as the Association continues to be the duly authorized exclusive representative.
4. The Association (and its representatives) shall have the right to use school facilities at reasonable hours for meeting purposes and to use school equipment (provided that the Association will reimburse the School Board for any cost items). That use shall not interfere with the normal use of such facilities or equipment.
5. Inherent Managerial Policy: The Association recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.
6. Management Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.
7. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this contract are reserved to the School District.

**ARTICLE II
DEFINITIONS**

For the purpose of this agreement, the words defined have the meaning given them.

- A. FACILITIES MANAGER/EMPLOYEE: As used herein, the terms "Facilities Manager" and "Employee" shall mean a member of the appropriate unit described above.

- B. EMPLOYER: The School Board of School District No. #2172 Kenyon – Wanamingo Schools.
- C. TERMS AND CONDITIONS OF EMPLOYMENT: the term "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than employer payment of, or contribution to, premiums for group insurance coverage of retired Facilities Managers and severance pay, and ISD #2172 personnel policies affecting the working conditions of the Facilities Managers but not educational policies of the School District. The term is subject to the provisions of P.E.L.R.A. of 1971, as amended.
- D. OTHER TERMS: Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.
- E. SUPERINTENDENT: "Superintendent" shall mean the Superintendent of Schools or his/her designated representatives.
- F. DAYS: "Days" shall mean duty days except where otherwise expressly designated.
- G. DUTY DAYS: "Duty Days" shall mean those days when Facilities Managers are expected to be on duty providing their contractual services. Vacations and legal holidays recognized on the school calendar are not duty days.
- H. DAILY RATE OF PAY: The "Daily Rate of Pay" will be calculated by dividing the annual salary of each Facilities Manager divided by 260 (the number of contracted duty days.)
- I. CONTRACT YEAR: "Contract Year" shall mean number of months, vacation days and legal holidays for each administrative category as set forth in this Agreement.
- J. PARTIES: "Parties" shall mean the Board and the Association.
- K. P.E.L.R.A.: is defined as the Public Employment Labor Relations Act of 1971, as amended.

ARTICLE III BASIC SERVICES

Each Facilities Manager shall faithfully perform the services prescribed by the School Board whether or not such services are specifically described in this Contract or in a general job description and all duties assigned by the School Board or Superintendent, abide by the rules, regulations, and policies as established by the School Board and the State Department of Education, and any additions or amendments thereto and follow all applicable federal and state laws. For the duration of this contract, each Facilities Manager shall furnish to the School Board, valid and appropriate license(s) required to act as a Facilities Manager in the State of Minnesota.

ARTICLE IV STRIKES AND WORK STOPPAGES

The Facilities Managers covered by this agreement, in the event of a strike or work stoppage by other groups of District employees, will consider themselves to be on duty for the purpose of carrying out Board policy and insuring the safety of personnel and property.

In no event will the compensation for Facilities Managers be halted or suspended due to strikes or work stoppages of other District employees. Any strike or work stoppage that makes it necessary for the Facilities Manager to extend his/her work year due to school closures, will be compensated at the current daily rate.

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

ARTICLE V DURATION AND RENEGOTIATION OF CONTRACT

- A. Term of Contract: This Contract shall become effective as of July 1, 2025 and shall continue in full force and effect through and including June 30, 2028, unless modified earlier in accordance with the provisions of this Article V. This Contract shall expire, and shall not continue "in effect" beyond June 30, 2028.
- B. Negotiations during Term: The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for Facilities Managers. All understandings and agreements arrived at by the parties are set forth in this Contract. For the duration of this Contract, the Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed; provided, however, that any provision of this Contract may be amended in writing at any time by mutual consent of the parties.
- C. Effect of Contract. Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding the terms and conditions of employment of any Facilities Manager, to the extent inconsistent with the provisions of this Contract, are hereby superseded.

HOURS OF SERVICE

- Basic work week: A regular work week shall be based on 40 hours per week until 9/30/2025, as of 10/1/2025 position will be 32 hours per week at 6.5 hours per day, but as a salaried position, it may require more hours at times.
- Shifts and starting times: Shift times are set by the Facility Manager as needed.
- School Closings: In the event that school is closed for any emergency, Facility Managers report as usual.
- Overtime Pay: This is a salary position and overtime does not apply. Trips to the school for boiler checks, callbacks, event setup, etc., will be 1 hour comp time minimum. Comp time must be used within two weeks of earning and superintendent will be notified prior to comp time use.
- Resignation: When a Facility Manager wishes to voluntarily end their term of service to the District, the Facility Manager must give the Superintendent a letter of resignation stating the reasons for and the effective date of the resignation.
- Absence: Regular attendance is required of all Facility Managers. A Facility Manager who is absent without permission or explanation satisfactory to his/her supervisor is subject to disciplinary

action.

When a Facility Manager is going to be absent, he/she shall report the absence to the employee absence system (Teachers On Call) and complete the appropriate data entries. Such absences should be reported as early as possible.

Personal Work during District Work Hours

Facility Managers shall not do work which may be considered outside employment during working hours.

Personal Property of Facility Managers

The School District cannot, by law, and does not assume any liability for personal property of Facility Managers or other individuals lost or stolen on School District premises. When personal property of a Facility Manager has been lost or stolen on School District premises, the Facility Manager should notify his/her supervisor as soon as possible.

Injuries or Illness during Work Hours

Medical attention will be sought as needed for all Facility Managers who are injured during working hours on school premises.

A Facility Manager sent home or sent for medical attention by reason of physical injury occurring while at work shall be compensated for the regular hours of work as prescribed in the current sick leave schedule for teaching and non-teaching personnel.

It shall be the responsibility of the injured Facility Manager to report said injury as soon as practical to their supervisor, giving complete details concerning the injury, such as: time, date, type of injury, how it happened, if medical attention was required and name of physician if applicable.

ELIGIBILITY

Generally, benefits are accrued or provided proportionate to the Facility Manager's full-time equivalency (FTE) appointment, unless otherwise noted in a benefit section. For purposes of calculating benefits, a 1.0 FTE assignment is determined by the job description.

HEALTH INSURANCE

1. Health and Hospitalization Insurance: The District shall contribute a sum of not to exceed \$28,539.84 per year for the term of the contract and the amount will not be prorated toward insurance premiums for coverage for each Facility Manager employed by the School District who qualifies for and is enrolled in the District's group health and hospitalization plan. Any additional cost of the premium shall be borne by the Facility Manager and paid by payroll deduction.
2. Contribution to a Qualifying Health Account: Any remaining balance of the sum contributed to health insurance shall be applied toward a Qualifying Health Account for each member of the bargaining unit. These funds will continue to accrue in the qualifying account throughout the duration of employment by the District. The District and the Exclusive Representative shall negotiate an appendix to the Master Agreement approving a third-party provider and all necessary trust document language. For Facility Managers who qualify for a Health Savings Account: Contributions by the District will be made on a tax-free basis. Reimbursements of Employee expenses will be received on a tax-free basis. The contribution shall be made to each Facility Manager's account by September 30 of each year.
3. For Facility Managers who qualify for an Integrated Health Reimbursement Arrangement: The District will contribute these funds to the employee's HRA for any bargaining unit member who is enrolled in an employer group insurance plan that does not qualify as a high deductible HSA insurance plan.

4. For Facility Managers who qualify for a Limited Purpose HRA: The District will contribute these funds to the employee's HRA for any bargaining unit member who is not enrolled in an employer group insurance plan. The employee may use this HRA as a direct reimbursement plan, which can be used towards, unreimbursed dental and vision expenses, both out of pocket and premium. Reimbursements can be made while the employee is actively employed and following separation of service. At separation of service, the employee can be reimbursed for all 213d expenses, which is an expansion to include all eligible medical expenses. Reimbursements can be made for employee, employee's legal spouse, and legal dependents under the law.

LIFE INSURANCE

The School District shall purchase \$100,000 of group term life insurance for each eligible Facility Manager. This amount will not be prorated.

LONG TERM DISABILITY

For the duration of this agreement, the School District will provide Long Term Disability (LTD) coverage for all Facility Managers. LTD Insurance will be paid in full for eligible Facility Managers.

MEDICAL REIMBURSEMENT PLAN

The School District shall contribute \$1000 each year for the term of this contract towards a Qualifying Health Account. This amount will not be prorated. These funds will continue to accrue in the qualifying account throughout the duration of employment by the District. The District and the Exclusive Representative shall negotiate an appendix to the Master Agreement approving a third-party provider and all necessary trust document language.

Facility Managers who enroll in a dental coverage insurance plan may have the cost of their premium automatically withdrawn from their medical reimbursement plan on a monthly or annual basis. To be eligible, Facility Managers must have enough funds remaining in their medical reimbursement plan to pay for the cost of their dental insurance premium for the entire year.

403b MATCHING CONTRIBUTION PLAN

Facility Managers who have completed at least four (4) years of service with the School District shall be able to participate in a 403b matching contribution plan pursuant to M.S. 365.24 effective July 1, 2016.

The School District will match an eligible annual Facility Manager's contribution of up to \$1000. The District shall contribute equal to the amount contributed by the Facility Manager. The Facility Manager must use the district match each eligible year or lose it. This amount will not be prorated.

A salary reduction authorization agreement must be completed by the eligible Facility Manager by October 1 of each school year for the Facility Manager to participate in the 403b matching contribution plan for the school year. Facility Managers on unpaid leave may not participate in the matching program while on leave.

HOLIDAYS

All Facility Managers will be granted paid holidays each fiscal year

Holidays include:

New Year's (2 days)
Spring Break (1 day)
Memorial Day

Juneteenth
Labor Day
Thanksgiving Day and the following Friday

Independence Day
Total = 11 paid holidays

Winter Break (2 days)

The Superintendent may, at his/her discretion, reschedule holidays when it is deemed necessary for uninterrupted operations during school hours.

Facility Managers will be compensated 8 hours until 9/30/2025 and 6.5 hours as of 10/1/2025 for any work necessary on holidays.

The School District shall maintain regular office hours and conduct normal business on these holidays:

Martin Luther King's birthday (third Monday in January)
Presidents' Day (third Monday in February)
Columbus/Indigenous Peoples Day (second Monday in October)
Veterans' Day

LEAVES OF ABSENCE - GENERAL RULES

Leaves of absence in excess of 5 days (excluding personal days and bereavement) may be granted to full-time Facility Managers only when Facility Managers submit requests three (3) days in advance of the desired leave, except for events that cannot be anticipated beforehand. In the case of single or part day leaves, the three-day notice may be waived by the Superintendent. In all cases, advance notice is required.

Use of vacation leave, sick leave, and holiday leave shall be charged in units of hours rounded to the .25 hour.

The immediate supervisor has the authority to deny a leave of absence request if it is deemed that the flow of work would be seriously impacted. In general, two people from the same work area will not be granted leave at the same time. These will be considered on a first come, first served basis. All Facility Managers shall have the right to continue their coverage under all of the group insurance programs at their own expense, during any type of authorized unpaid leave of absence.

Failure to return to work on the first working day after the expiration of the leave granted shall constitute a resignation.

REINSTATEMENT FROM LEAVE OF ABSENCE

Except as otherwise provided by these rules, a Facility Manager granted a leave of absence will be returned to his/her employment in the same classification at the expiration of the leave. Such Facility Manager may return to employment before the leave expires upon approval of the Superintendent.

SICK LEAVE

All regular School District Facility Managers (1.0 FTE) shall accumulate 15 days of sick leave with pay annually at the rate of 1.25 days (10 hours) per month for each completed calendar month of service. Sick leave will be prorated to .8FTE as of 10/1/2025. Sick leave may accumulate to a maximum of 180 days. All Facility Managers will be eligible for this benefit.

SICK LEAVE PROCEDURES

Sick leave use is defined in MN Statute 181.9447. A Facility Manager may use sick leave benefits according to the statute and they shall meet and/or may exceed the requirements in the statute.

Facility Managers must request sick leave through Frontline Absence Management System. The Superintendent or his/her designee may require a statement from a physician or dentist before approving use of accumulated sick leave. In the case of extended illness, the Superintendent or his designee may require repeated proof of illness, including statements from a physician or dentist, before granting further sick leave.

Sick leave for more than five (5) consecutive workdays shall not be granted to a Facility Manager for illness without satisfactory proof of illness or injury as evidenced by a statement of the attending physician or by other proof satisfactory to the immediate supervisor. Satisfactory proof of good health may also be required to return to work after a Facility Manager misses five (5) consecutive workdays. An immediate supervisor may require an Facility Manager to return home or to see a physician, or both, if the Facility Manager is unable to perform his/her duties in an up-to-standard manner because of what appears to be a health condition; and such time shall be charged against sick leave, if available.

If sick leave is exhausted, a Facility Manager may use vacation leave subject to the approval of the immediate supervisor.

Abuse of sick leave shall be just cause for disciplinary action, including leave without pay for days in question.

The District may limit the use of sick leave benefits provided by the employer for absences due to an illness of or injury to the Facility Manager's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school.

BEREAVEMENT LEAVE

Bereavement days shall be deducted from sick leave. The total number of bereavement days deducted from sick leave shall not surpass the annual number of sick leave days accrued per year (15) without prior approval of the superintendent.

WORKER'S COMPENSATION

Pursuant to M.S. 176, an Facility Manager injured on the job in the service of the School District and collecting worker's compensation insurance may draw sick leave and receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Facility Managers engaged in self-employed business are required to carry workers' compensation insurance.

VACATION

All year round Facility Managers (1.0 FTE) shall earn vacation with pay at the following rates:

1. During the first five (5) years of employment, a Facility Manager shall earn $\frac{5}{6}$ of one day per month for a total of ten (10) days per year.
2. During the 6th through 10th years of employment, a Facility Manager shall earn $1\frac{1}{4}$ days per month for a total of 15 days per year.
3. During the 11th through 20th years of employment, a Facility Manager shall earn $1\frac{2}{3}$ days per month for a total of 20 days per year.
4. After 20 years of employment, a Facility Manager shall earn $2\frac{1}{12}$ days per month for a total of 25 days per year.

A Facility Manager's accrual at any given time may not exceed the number of hours the Facility Manager earns in one year unless authorized by the District. From 7/1/2025-12/31/2025 an exception to this statement will be made due to

the facility move. As of 1/1/2026, the statement will be enforced. Upon resignation, any earned unused vacation up to the maximum allowed in one year would be paid out.

Part-time Facility Managers (.5 FTE or greater) will accumulate vacation leave benefits proportionate to their FTE and according to the years of service schedule above. As of 10/1/2025, Facility Manager Vacation hours will be prorated to .8FTE

Vacation leave accumulated for any one month is not available for use until the following month.

The date of first employment in an eligible position shall be used as each Facility Manager's anniversary date for the purpose of calculating vacation leave earned per month according to the schedule above.

Paid vacation leave shall not be granted until a Facility Manager has completed six (6) months of service.

Within any period of time of the steps listed above, the anniversary date will be extended by the number of working days a Facility Manager has been absent without pay.

OTHER LEAVES WITH PAY

Family and Medical Leave

Facility Managers may apply up to a maximum of (30) days of accumulated paid sick leave toward an approved child care absence under the Family and Medical Leave Act (FMLA). Other qualifying conditions may use accumulated paid sick leave up to the (180) day maximum.

Pursuant to the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601, an eligible Facility Manager shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- 1.) the birth and first-year care of a child;
- 2.) the adoption or foster placement of a child;
- 3.) the serious health condition of an Facility Manager's spouse, child or parent; and
- 4.) the Facility Manager's own serious health condition.

For the duration of an FMLA leave, the School District will maintain the Facility Manager's health insurance coverage as if the Facility Manager was on active employment status.

General Leave of Absence

A Facility Manager may request a general leave of absence for a circumstance that is not covered by any other leave provisions of this Agreement. A Facility Manager requesting general leave shall submit the request in writing to the Superintendent as soon as is reasonably possible under the circumstances. The written request shall include as much background information as will be reasonably necessary for the School District to make its decision. The School District shall retain its discretionary authority to grant or not grant a general leave of absence.

A general leave of absence shall be without pay. A Facility Manager on a general leave of absence shall maintain any accrued benefits and seniority ranking rights during the leave of absence, all consistent with the provisions provided in the Agreement which is in force during the leave of absence.

A Facility Manager on general leave of absence shall maintain any eligibility for group insurance provided that the Facility Manager makes timely premium payments in accordance with the rules of the School District and the carrier.

A Facility Manager applying for a general leave of absence may enter into an agreement with the School District regarding special provisions that might be deemed necessary on a case-by-case basis. Any such agreements shall be reduced in writing and signed by the Facility Manager and the School District in order to become enforceable.

The length of the leave of absence will be established by mutual agreement between the School District and the Facility Manager and set by the School Board resolution approving the leave.

A Facility Manager's failure to return to the School District at the conclusion of the general leave of absence will constitute a failure to report without first securing a written release from duty, all of which constitutes a basis for immediate discharge.

A Facility Manager on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Facility Manager shall pay the entire monthly premium for such insurance commencing with the beginning of the leave and shall pay to the School District each monthly premium in advance.

A Facility Manager who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a Facility Manager was on unpaid leave.

Full leave benefits apply only to full-time Facility Managers as defined by job description. Part-time Facility Managers shall be eligible for benefits proportional to the extent of their employment.

Personal and Other Leave

Upon approval by the Superintendent, Facility Managers shall be granted a leave of absence with pay for:

1. All Facility Managers, regardless of their FTE appointment, are entitled to up to three (3) days of personal leave. For purposes of this benefit, a "day" is defined as the number of hours per day that a Facility Manager is ordinarily on duty. Requests for personal leave must be entered into TOC for approval by the Superintendent of Schools or his/her designee at least three (3) days in advance, except for events that cannot be anticipated beforehand. All leaves must have prior approval, but at no time shall more than one Facility Manager per job category be granted personal leave except in emergency or special circumstance approved by the Superintendent. A personal leave 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, except in the event of an emergency. One (1) unused personal leave day may be carried over to the next year.
2. Appearance before a court, legislative committee, or other judicial or quasi-judicial body as a witness in actions involving the federal government, the State of Minnesota, a political subdivision thereof or the School District, in response to subpoena or other direction by proper authority.
3. Attendance in court in connection with a Facility Manager's official duty. Such attendance shall include the time required in going to the court and returning to the Facility Manager's headquarters. Any absence whether voluntary or in response to a legal order to appear and testify in private litigation, not as an officer or Facility Manager of The School District, but as an individual, shall be taken as vacation leave or as leave of absence without pay, or as deduction from authorized accumulated compensatory time.
4. Tour of duty in the reserve armed forces of the United States or National Guard, not to exceed fifteen (15) work days per fiscal year. The School District shall pay the difference of normal salary earned after National Guard compensation.
5. Service on a jury, provided he/she is regularly employed at least 20 hours a week. A Facility Manager serving on a jury is expected to report for work during any work hours when the jury is recessed. He/she may be requested to adjust working hours in order to minimize the interruption of service caused by his/her absence, but is not to be paid overtime or be otherwise compensated in addition to regular pay for such services. The School District shall pay the difference of normal salary earned after jury duty pay.

All other leaves with pay must be brought to the School Board for approval upon recommendation of the Superintendent.

LUNCH

All Facility Managers are provided a regular adult meal as a taxable fringe benefit when overseeing facility operations during a district operated lunch program.

STAFF DEVELOPMENT

Staff development within regularly scheduled work hours will be considered part of the contract work day as a salaried employee. Compensation time will be calculated on a 1:1 ratio for staff development outside of regular work hours. These hours are determined by the immediate supervisor. Training requirements for continued employment are described in individual job descriptions.

MEMBERSHIP FEES

Membership fees and dues for Minnesota Educational Facility Management Professionals (MASMS) and Southeast Minnesota Technology in Education Coordinators (Semtec) will be paid by the District.

CELL PHONE

A Facility Manager is entitled to a district provided smart phone and service or a stipend of \$75 per month for use of the employee's personal phone for work purposes.

LICENSE FEE

A Facility Manager is entitled to district payment of license fee to hold a Power Limited Technician (PLT) License. Fee can be paid directly to licensing agent or reimbursement to the employee.

JOB DESCRIPTIONS

Each Facility Manager will have a current job description which identifies the necessary capabilities and regular activities that they are required to perform in their assignment. Reasonable accommodations will be provided where appropriate.

It is the responsibility of each Facility Manager to ensure that they hold an active license or certification to carry out the duties cited in their job description. Training will be provided during work time at the District's discretion.

SALARY

The annual salary for a full-time Facility Manager will be:

This amount will be prorated as of 10/1/2025

| <u>Year</u> | <u>Salary</u> |
|-------------|---------------|
| 2025-2028 | \$83,467 |

After successful completion of step 15, Facility Managers will receive a longevity bonus of \$2000 each year of additional service to the School District. This amount will not be prorated.

SIGNATURE PAGE

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

**K-W FACILITIES MANAGERS ASSOCIATION
INDEPENDENT SCHOOL DISTRICT NO. 2172**

Negotiator

Board Chair

Board Clerk

Employer Negotiator

Dated: _____