

MASTER CONTRACT INDEPENDENT SCHOOL DISTRICT NO. #2172
and
Human Resources Coordinator
July 1, 2025 – June 30, 2027

This administrative contract is entered into on this 22nd day of September, 2025, by the Board of Education of School District No. #2172, Kenyon – Wanamingo Schools, Minnesota, hereafter referred to as the "District" and the Human Resources Coordinator hereafter referred to as the "Human Resources Coordinator".

DEFINITIONS

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

- A. HUMAN RESOURCES COORDINATOR/EMPLOYEE: As used herein, the terms "Human Resources Coordinator" and "Employee" shall represent Tricia Bauer.
- 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 Human Resources Coordinators and severance pay, and ISD #2172 personnel policies affecting the working conditions of the Human Resources Coordinator 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 Human Resources Coordinators 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 Human Resources Coordinator 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.

BASIC SERVICES

Each Human Resources Coordinator 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.

STRIKES AND WORK STOPPAGES

The Human Resources Coordinator 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 ensuring the safety of personnel and property.

In no event will the compensation for Human Resources Coordinator 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 Human Resources Coordinator 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.

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, 2027, unless modified earlier in accordance with the provisions of this Article V. This contract is "at will" and can be terminated at any time.
- 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 Human Resources Coordinator. 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 Employee 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 Human Resources Coordinator, 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 but as a salaried position, it may require more hours at times. Work hours for evening board meetings will be allowed to be accumulate as comp time. Comp time cannot be paid out upon termination or resignation.

Shifts and Starting Times: Shift times are set by the Human Resources Coordinator as needed.

School Closings:	In the event that school is closed for any emergency, Human Resources Coordinators report as usual.
Overtime Pay:	This is a salary position and overtime does not apply.
Resignation:	When a Human Resources Coordinator wishes to voluntarily end their term of service to the District, the Human Resources Coordinator 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 Human Resources Coordinators. A Human Resources Coordinator who is absent without permission or explanation satisfactory to his/her supervisor is subject to disciplinary action.

Personal Work during District Work Hours

Human Resources Coordinators shall not do work which may be considered outside employment during working hours.

Personal Property of Human Resources Coordinators

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

Injuries or Illness during Work Hours

Medical attention will be sought as needed for all Human Resources Coordinators who are injured during working hours on school premises.

A Human Resources Coordinator 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 Human Resources Coordinator 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 Human Resources Coordinator'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 not to exceed \$23,795 per year toward insurance premiums for coverage for each Human Resources Coordinator 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 Human Resources Coordinator 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. These funds will continue to accrue in the qualifying account throughout the duration of employment by the District. For Human Resources Coordinators 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 Human Resources Coordinator's account by September 30 of each year.

3. In addition to the single and family insurance School District contributions, the School District will multiply the number of HSA single certified participants by the difference between the cost of the premium and the District benefit for the premium if the premium is less than the total cost of the insurance (total \$). This amount will be divided proportionally within each HSA participant group. The group is defined as any employee participating in the HSA single or the HSA family. The dollars generated by the amount of the difference multiplied by the number of participants in the HSA single plan (total \$) will be distributed as follows:

Each of the HSA single participants will receive twice what each of the family HSA participants receive.

The following formula can be used to calculate the additional benefits for HSA family and single participants:

$$\text{HSA Family Additional Benefit} = \frac{\text{Total\$}}{\# \text{ of Family HSA Participants} + 2 * \# \text{ of Single HSA Participants}}$$
$$\text{HSA Single Additional Benefit} = 2 * \text{HSA Family Additional Benefit}$$

Eligible married employees participating in the HSA plan will have those dollar savings to the School District transferred to the total amount for the HSA participants.

These total amounts contributed to the HSA participants shall equal, but not exceed, the calculated amount total for the number of single participants multiplied by the savings in the single premium.

At no time will contributions exceed the amounts defined in this section

4. For Human Resources Coordinators who qualify for an Integrated Health Reimbursement Arrangement: The District will contribute these funds to the employee's HRA if the Human Resources Coordinator is enrolled in an employer group insurance plan that does not qualify as a high deductible HSA insurance plan.

5. For Human Resources Coordinators who qualify for a Limited Purpose HRA: The District will contribute these funds to the employee's HRA if the Human Resources Coordinator 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 \$40,000 of group term life insurance for each Human Resources Coordinator.

LONG TERM DISABILITY

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

403b MATCHING CONTRIBUTION PLAN

Human Resources Coordinators 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 Human Resource Coordinator's contribution of up to \$1200. The District shall contribute equal to the amount contributed by the Human Resources Coordinator. The Human Resources Coordinator must use the district match each eligible year or lose it.

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

HOLIDAYS

All Human Resources Coordinators will be granted paid holidays each fiscal year.

Holidays include:

New Year's (2 days)	Independence Day
Spring Break (1 day)	Labor Day
Memorial Day	Thanksgiving Day and the following Friday
Juneteenth	Winter Break (2 days)
Total = 11 paid holidays	

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

Human Resources Coordinators will be compensated 8 hours for any work necessary on holidays.

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

Martin Luther King Day (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 (excluding personal days and bereavement) may be granted to full-time Human Resources Coordinators only when the Human Resources Coordinator submits 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. All Human Resources Coordinators 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 Human Resources Coordinator granted a leave of absence will be returned to his/her employment in the same classification at the expiration of the leave. Such Human Resources Coordinator may return to employment before the leave expires upon approval of the Superintendent.

SICK LEAVE

All regular School District Human Resources Coordinators (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 may accumulate to a maximum of 180 days. All Human Resources Coordinators will be eligible for this benefit.

SICK LEAVE PROCEDURES

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

A Human Resources Coordinator who is off the payroll for four (4) consecutive payroll periods, unless on an approved leave of absence, shall lose unused sick leave except Earned Sick and Safe hours according to MN Statute 181.9447.

Human Resources Coordinators must request sick leave through Frontline Absence Management. 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 Human Resources Coordinator 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 Human Resources Coordinator misses five (5) consecutive workdays. An immediate supervisor may require an Human Resources Coordinator to return home or to see a physician, or both, if the Human Resources Coordinator 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 Human Resources Coordinator 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 Human Resources Coordinators 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, a Human Resources Coordinator injured on the job in the service of the District and collecting worker's compensation insurance may draw sick leave and receive full salary from the 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.

VACATION

All year-round Human Resources Coordinators (1.0 FTE) shall earn vacation with pay at the following rates:

1. During the first through 10th years of employment, a Human Resources Coordinator shall earn 1-2/3 days per month for a total of 20 days per year.
2. Beginning the 11th year and beyond of employment, a Human Resources Coordinator shall earn 2-1/3 days per month for a total of 28 days per year.

A Human Resources Coordinator's accrual at any given time may not exceed the number of hours the Human Resources Coordinator earns in one year.

Part-time Human Resources Coordinators (.5 FTE or greater) will accumulate vacation leave benefits proportionate to their FTE and according to the years of service schedule above.

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

The Human Resources Coordinator may petition the Superintendent to cash in or carry forward unused vacation time at the end of the fiscal year. The daily rate of pay (based on 260 work days per year) will be used to calculate the payment.

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

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

Unused, earned vacation leave will be paid out upon resignation or termination of employment.

OTHER LEAVES WITH PAY

Family and Medical Leave

Human Resources Coordinators 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 Human Resources Coordinator 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 Human Resources Coordinator's spouse, child or parent; and
- 4.) the Human Resources Coordinator's own serious health condition.

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

MN Paid Family Medical Leave

The District shall allow the employee to use individual accrued leave at their discretion to supplement the PFML program benefit. At no time will the employee receive more than 100 percent of their usual salary between the PFML benefit and contractual leave. Individual accrued leave shall be paid out on the normal payroll cycle. Paid Family Medical Leave will be granted pursuant to applicable law.

General Leave of Absence

A Human Resources Coordinator may request a general leave of absence for a circumstance that is not covered by any other leave provisions of this Agreement. A Human Resources Coordinator 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 Human Resources Coordinator 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 Human Resources Coordinator on general leave of absence shall maintain any eligibility for group insurance provided that the Human Resources Coordinator makes timely premium payments in accordance with the rules of the School District and the carrier.

A Human Resources Coordinator 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 Human Resources Coordinator 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 Human Resources Coordinator and set by the School Board resolution approving the leave.

A Human Resources Coordinator'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 Human Resources Coordinator on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Human Resources Coordinator 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 Human Resources Coordinator 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 coordinator was on unpaid leave.

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

Personal and Other Leave

Upon approval by the Superintendent, Human Resources Coordinators shall be granted a leave of absence with pay for:

1. All Human Resource Coordinators, regardless of their FTE appointment, are entitled to three (3) days of personal leave. For purposes of this benefit, a "day" is defined as the number of hours per day that the coordinator is ordinarily on duty. Requests for personal leave must be entered into Frontline Absence Management 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 Human Resources Coordinator per job category be granted personal leave except in emergency or special circumstance approved by the Superintendent. 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 Human Resources Coordinator's official duty. Such attendance shall include the time required in going to the court and returning to the Human Resources Coordinator'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 Human Resources Coordinator 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 Human Resources Coordinator 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.

STAFF DEVELOPMENT

Staff development within regularly scheduled work hours will be considered part of the contract workday 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 MAEOP, MSOPA, or other professional organizations approved by the Superintendent will be paid by the District.

JOB DESCRIPTIONS

Each Human Resources Coordinator 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 Human Resources Coordinator to ensure that they maintain and 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 Human Resources Coordinator will be \$65,764 for 2025-2026 and \$68,395 for 2026-2027.

SIGNATURE PAGE

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

Employee

Board Chair

Board Clerk

Dated: _____