

**Independent School District No. 698
Individual Employment Agreement**

The School Board of Independent School District No. 698, Floodwood School District ("School District") enters into this agreement ("Contract") with **Allyn Clark**, ("Employee") who agrees to perform the duties of the **Facilities Manager**.

**Article I
Contract Term, Expiration, and Termination**

Section 1. Duration

This Contract shall be for the period commencing on July 1, 2025, and ending on June 30, 2026. It shall remain in full force and effect unless modified by mutual consent of the School Board and the employee, or unless terminated as provided in this Contract.

Section 2. Expiration

This Contract will automatically expire and terminate at the end of its term on June 30, 2026, and the employee's employment shall cease, unless a subsequent contract is approved by the School Board and signed by both parties. At the conclusion of the term of this Contract, neither party shall have any further claim against the other.

Section 3. Termination During the Term of the Contract

The Facilities Manager is an "at-will" position, and nothing in the School District's policies, handbooks, actions or employment contracts governing other employees shall be construed to alter the at-will nature of the employee's status. The employee understands that the ISD 698 School District may terminate their employment at any time for any reason or for no reason, provided the reason is not in violation of state or federal law. The Facilities Manager position does not require a license from the Minnesota Department of Education or applicable state or federal law; therefore, Minnesota Statutes §122A.40 does not apply to this Contract.

**Article II
Duty Year, Salary, and Work Assignment**

Section 1. Duty Year

The duty year will be **260** days. The work year calendar will be developed by mutual agreement of the Facilities Manager and the Principal and/or Superintendent. The employee must use the electronic timecard system to record hours worked and turned in bi weekly to the business office.

Section 2. Salary

The Facilities Manager shall be paid an hourly rate of **\$27.65** per hour. This shall be paid in accordance with the district payroll calendar. Pay will cease upon termination of employment.

Section 3. Work Assignment

The Facilities Manager shall report to the Principal and/or Superintendent. The employee will perform the duties described in the employee's job description, (Appendix A) as well as other duties as assigned. The Facilities Manager is expected to maintain office hours of a minimum 8 hours per work day to total 40 working hours per week. The weekly calendar will be developed by mutual agreement of the Facilities Manager and the Principal and/or Superintendent. The Facilities Manager is expected to attend before, after school, and weekend meetings as needed. Any variation to the agreed upon calendar to accommodate before, after school and weekend meetings would require Principal and/or Superintendent approval. The expected hours for the Facilities Manager is 6:00am - 2:30pm on scheduled calendar days. Any variation to office hours would require principal approval.

Section 4. Breaks

In accordance with the Fair Labor Standards Act (FLSA), the lunch break, not considered part of the work day, shall be one-half (1/2) hour for every six (6) hour or more shift worked. A rest break of fifteen (15) minutes may be taken on the District's time when such breaks may be enjoyed without undue interruption of service for every four (4) hour shift worked. Employees shall be required to notify the office if they leave the premises on their break time.

Section 5. Pre Approved Overtime

Any overtime would be according to the Fair Labor Standards Act (FLSA) and would require prior approval from the Principal. Overtime will be compensated at time and one-half rates after 40 hours have been completed. PTO/Sick/vacation time will not be counted toward the 40 hour work week. Overtime is only for the actual time worked. In the case of an emergency situation requiring the Facilities Manager attention, overtime may be approved retroactively. It is the responsibility of the Facilities Manager to complete the Overtime Approval document to receive compensation for overtime.

**Article III
Benefits**

Section 1. Health Insurance

The School District shall contribute \$850.00 toward the cost of the monthly premium. If the Facilities Manager chooses to join either the single or family plan then the Facilities Manager will be responsible for the cost of the monthly premium in excess of

\$500. If the Facilities Manager elects to waive insurance coverage offered by the district, they may enroll in Flexible Spending Account (FSA) through a district vendor. The district shall contribute \$100.00 per month into the FSA. The Facilities Manager may make additional contributions through payroll deductions.

Section 2. Long-Term Disability Insurance

If the Facilities Manager is eligible for and enrolled in the plan, the School District shall provide and pay the full premium for a group long-term disability insurance plan for the Facilities Manager.

Section 3. Life Insurance

The School District shall provide a \$40,000.00 term life insurance policy for the Facilities Manager. The School District shall contribute the entire premium for this policy.

Section 4. Insurance Obligation and Limitation

The Facilities Manager acknowledges and agrees that the School District's only obligation is to provide the group plan and pay the premium amounts for the insurances stated above. Any dispute as to the benefits provided under the plans is between the Facilities Manager and the group insurance provider.

Section 5. Paid Time Off

The Facilities Manager shall be granted a pool of thirty (30) days of paid time off for sick leave, personal leave, vacation leave, and bereavement leave. Ten (10) PTO days may be carried over to the following year without accumulation from year to year. PTO will not be paid out upon separation from employment.

Section 6. FMLA and Earned Safe and Sick Time

Floodwood School District will follow all state and federal guidelines, laws and statutes for Paid Family Medical Leave and Earned Safe and Sick Time.

Section 7. Holiday Leave

The Facilities Manager shall be entitled to the following paid holidays each contract year: Fourth of July, Labor Day, Thanksgiving Day and the Friday after, Christmas Eve Day, Christmas Day, New Year's Day, Presidents' Day, Good Friday, Easter Monday, Memorial Day and Juneteenth.

Section 8. Jury Duty Leave

If the Facilities Manager is absent from duty because they have been scheduled for jury duty or subpoena shall be paid by the District the differential between their regular salary and that paid for jury duty. Such items such as subsistence, travel or other expense allowance shall not be included in determining pay received from the School District. Such time shall not be deducted from sick leave or personal leave accumulation.

Section 9. Tax-Deferred Compensation

The School District shall make available to the Facilities Manager the ability to contribute to a 403(b)/457(b) tax-deferred compensation program. This must be a school district approved program and the school district will contribute a matching amount of \$1200 per year. This contribution shall be paid in equal installments during the fiscal year.

Section 10. Prior Sick Leave Earned: Once the current year's PTO time is depleted, any unused sick leave prior to July 1, 2017 may be used by the Facilities Manager whenever he has an illness or disability precluding him from performing the duties of his position. The provisions of M.S. 181.9413 and M.S. 181.9412 shall be in effect for the Facilities Manager under this section.

Article IV Complete Agreement and Modification

This Contract contains all the terms of employment agreed upon by the School District and the Facilities Manager. There are no other written or oral agreements, except as set forth herein. This Contract may not be modified except by written agreement of the parties. If any provision of this Contract is held invalid, it shall not affect any other provisions of this Contract.

Independent School District No. 698 Board Chair

Date

Independent School District No. 698 Board Clerk

Date

Allyn Clark, Facilities Manager

Date

FLOODWOOD SCHOOL DISTRICT JOB DESCRIPTION**POSITION TITLE: Facilities Manager****REPORTS TO:** Principal and/or Superintendent**JOB GOALS:** To develop a system of facility maintenance, including building and grounds that meets the short and long term goals of the district.**EMPLOYEE CLASSIFICATION:**

The Facilities Manager position is non-exempt pursuant to the Fair Labor Standards Act. All non exempt employees are required to track hours worked utilizing the timecard system that is located in the office work room. Non exempt staff will submit a biweekly timecard utilizing the punch clock system to the business office to calculate payroll. If a punch is missed, employees need to contact administration to confirm time of arrival or departure and allow a manual entry of hours on a timecard. Overtime is any hours being requested to work by administration beyond 40 hours per week. PTO/Sick/vacation time will not be counted toward the 40 hour work week. Employees MUST receive prior approval by administration to work any overtime. Any overtime would be according to the Fair Labor Standards Act (FLSA) and would require prior approval by administration.

POSITION RESPONSIBILITIES:

1. Display leadership abilities that enhance job performance in others.
2. Involved in the interviewing process and make recommendations to the School Board and administration regarding the assignments and the duties of the facilities staff.
3. Assign duties to custodial staff in order to maintain a clean and safe environment for students, staff and visitors.
4. Conduct routine and periodic inspections of the facility to determine that work is being completed as scheduled and as needed. If the work is not being done in a timely manner, give oral and written reprimands. If the unsatisfactory work continues, after due process recommend suspension and/or discharge of any employee doing unsatisfactory work.
5. Maintain Heat/Boiler System, HVAC, and all other mechanical systems.
6. Order necessary materials, supplies, and equipment to maintain the building through the established procedures of the district. Manage budget for the district regarding facilities.
7. Follow OSHA guidelines and other state/federal guidelines.
8. Available as "on call" 24/7, or assign suitable replacement.
9. Address other maintenance employees' grievances on behalf of the district.
10. Prepare a daily, weekly, monthly and annual cleaning schedule for all sections of the building for the custodial staff.
11. Prepare a preventive maintenance schedule for all mechanical systems in the building in order to assure that all mechanical systems operate at maximum capacity and to minimize the necessity of repairs and replacement to these items.
12. Complete Building Inspection Report
13. Make recommendations to the superintendent, on an annual basis, of repairs, replacement, and major maintenance of the building.
14. Order the necessary materials, supplies and equipment to maintain the building and grounds through the established procedures of the district.
15. Assist the superintendent and the business manager in developing a budget for the maintenance of the buildings.
16. Report any student behavior problems to the principal on an immediate basis.
17. Serve on the Health & Safety Committee, Facilities Committee, and any others as assigned.
18. Assist in the performance of custodial, maintenance, transportation and groundskeeping duties as needed.
19. Submit a monthly report to the school board for review at the regular board meetings.
20. Perform other related duties as assigned.