# EMPLOYMENT AGREEMENT

## JULY 1, 2025 - JUNE 30, 2027

## DAVID GAPINSKI

## MECHANIC

## AND

## INDEPENDENT SCHOOL DISTRICT #0743

## SAUK CENTRE, MINNESOTA

## ARTICLE I
## ARTICLES/PORTION OF THE CONTRACT

The articles here attached constitute an integral portion of the contract agreement between Independent School District #0743, Sauk Centre, Minnesota, and David Gapinski.

## ARTICLE II
## DEFINITIONS

1. EMPLOYER - In all articles, Independent School District #0743 shall be referred to as the District.

2. EMPLOYEE - In all articles, David Gapinski shall be referred to as the Mechanic.

## ARTICLE III
## BASIC SERVICES

The Mechanic shall faithfully and confidentially perform the services prescribed by the job description and the Superintendent of Schools whether or not such services are specifically described in the job description, abide by the rules, regulations, policies as established by the School Board and the Minnesota Department of Education, and any additions or amendments thereto, for the salary and benefits indicated herein, and all state and federal laws relevant thereto.

## ARTICLE IV
## DURATION

This contract shall remain in full force and effect, except if modified by mutual consent of the School Board and the Mechanic or unless terminated as provided by law.

This contract shall be in full force and effect through June 30, 2027. At the conclusion of its term or any agreed to extension thereof neither party shall have any further claim against the other party, and the District's employment of the Mechanic shall cease.

## ARTICLE V
## SEVERABILITY

Should any portion of this contract be found to be in violation of state law, both parties agree to immediately negotiate appropriate modifications. Unless otherwise mutually agreed, all other provisions of the contract shall remain in full force and effect.

## ARTICLE VI
## TERMINATION DURING TERM

The Mechanic's employment may be terminated during the term of this contract only for cause defined in M.S. 122A.40 Subds. 9 or 13. Except for the purposes of describing the grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Mechanic during the contract term for cause as defined in M.S. 122A.40, it shall notify the Mechanic in writing of the proposed grounds

for termination. The Mechanic shall be entitled to a hearing before an arbitrator provided the Mechanic makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such an event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Mechanic may be suspended with pay pending final determination by the arbitrator. If the Mechanic fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Mechanic to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Mechanic shall have no further claim or recourse.

## ARTICLE VII
## DUTY YEAR/DUTY DAYS

The Mechanic's duty days shall be 260 days, per fiscal year as scheduled with the superintendent, from which leaves, holidays, and vacation shall be subtracted as appropriate.

## ARTICLE VIII
## LICENSES/CERTIFICATIONS

The Mechanic shall earn and maintain the following Licenses and Certifications:

1. Class B CDL with School Bus Passenger Endorsements
   with DOT Health Certificate

## ARTICLE IX
## VACATION/HOLIDAYS

The Mechanic shall be granted sixteen (16) days of annual paid vacation. The Mechanic may carry over five (5) unused vacation days to the following year up to a maximum of 21 days. Additional days may be carried over to the following year with written consent of the Superintendent.

The Mechanic is entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, Juneteenth, 4th of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. Martin Luther King Day and President's Day will also be holidays if school is not in session. If school is in session, these will be normal working days.

## ARTICLE X
## LEAVES

Leaves will be granted the Mechanic as follows:

Sick & Safe Leave: Twelve (12) days per year, cumulative to one hundred ten (110) days. Sick and safe leave may be used for mental or physical illness, injury or other health conditions, preventive medical, health care, medical diagnosis, care, or treatment of a

mental or physical illness, injury, or health condition of the Mechanic or a member of the immediate family as approved by the Superintendent. Immediate family is defined as the employee's child (including step, adopted foster), adult child, spouse, sibling, parent, parent-in-law, grandchild, grandparent, or stepparent.

Sick and safe leave may also be used for domestic abuse, sexual assault, or stalking (medical care related to, treatment for, legal services, relocation, etc.), workplace, school, or place of care closure due to weather or public health emergency (PHE). The employee's inability to work or telework because of a PHE and other related issues.

Family & Medical Leave Act: As prescribed by law.

Bereavement Leave: Maximum of five (5) days per occurrence for immediate family, and one (1) day for a person outside of the immediate family will be granted without deduction in compensation or sick leave, in the event of death in the Mechanic's immediate family. Immediate family is defined as the employee's child (including step, adopted foster), adult child, spouse, sibling, parent, parent-in-law, grandchild, grandparent, or stepparent or other relative living in the same household as the Mechanic.

Jury Duty Leave: If the Mechanic is called to serve jury duty, she shall be provided leave with pay for each of required jury duty service. The Mechanic shall notify the School District of dates of pending absences within 72 hours following notice of jury duty. The Mechanic shall reimburse the School District any per diem paid to a juror by the Court for jury duty service except he shall retain any mileage or meal allowance paid by the court.

## ARTICLE XI
## MEDICAL INSURANCE

The employer shall provide the Mechanic and his eligible dependents with medical insurance selected from the menu of insurance coverage options offered by the District. Monthly payments towards medical insurance shall be as follows:

| | |
|---|---|
| July 1, 2025 – August 31, 2025 | $ 925.00 per month |
| September 1, 2025 – June 30, 2026 | $ 975.00 per month |
| July 1, 2026 – June 30, 2027 | $1025.00 per month |

In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the 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. The amount of any reduction in the School District's contribution toward the Director of Technology's healthcare benefits as a result of addressing the 'highly compensated' component of the ACA will be placed into another School District-provided benefit(s) (i.e., a retirement HRA, salary etc) as agreed upon between the parties. Any remaining insurance contribution dollars, after the high deductible plan premium has been paid, will be contributed to the Mechanic's HSA account.

## ARTICLE XII
## BASIC SERVICES COMPENSATION

Compensation for "basic services" rendered in the capacity of "Mechanic" shall be as follows:

| | |
|---|---|
| July 1, 2025 – June 30, 2026 | $30.00/hour |
| July 1, 2026 – June 30, 2027 | $30.90/hour |

Said compensation shall be in addition to compensation or fringe benefit provisions.

Additional Compensation/Provisions:

1. The Mechanic shall be provided with a school vehicle when traveling on school business at the District's expense. In the event that the superintendent approves the use of the Mechanic's private vehicle, he will be reimbursed as per School Board policy.

2. The Mechanic shall be reimbursed for all legally valid expenses and fees for attendance at professional meetings and conferences when attendance is required, directed, or previously approved by the superintendent.

3. The Mechanic shall be a member of the Public Employee's Retirement Association and the District and Mechanic shall contribute to said program as required by law.

4. The Mechanic shall be eligible for a yearly uniform allowance not to exceed $500.00.

5. The Mechanic shall be eligible for an annual standard MN DOT Physical Exam at the District's expense. Components of an individual physical above and beyond The standard physical will be the responsibility of the Mechanic or his health insurance.

## ARTICLE XIII
## MATCHING 403b PLAN

The employer will make available to the Mechanic a matching 403b plan. The employer will make matching contributions to the plan based on the number of full years completed in the District.

| Years of Service | Matching Amount |
|---|---|
| 1st - 3rd | $200 |
| 4th - 6th | $400 |
| 7th - 9th | $600 |
| 10th - 12th | $800 |
| 13+ years | $1,000 |

Requirements to Participate: The following subdivisions shall be applicable to this section:

1. Prior to July 1 of any year, employee shall declare his intent to participate in a 403b

matching program contribution plan by submitting a signed Intent to Participate form to the payroll department.

Responsibility for filing said form is solely the responsibility of the Mechanic. Failure to file said form shall exclude the employee from participation during that year. An Intent to Participate form shall be binding until a written and signed withdrawal of participation is provided to the payroll department.

In order for the Intent to Participate form to be valid, it is the Mechanic's responsibility to have all vendor accounts established and all vendor forms appropriately completed and signed. Failure on the part of the employee to do so will void any School District match for said year.

2. The Mechanic may, through payroll deduction, as indicated on the Intent to Participate form, contribute any dollar amount up to or in excess of the School District contribution, provided that they are responsible for and comply with all applicable rules and statutes.

3. The School District and the Mechanic will direct their contributions to the same vendor. The School District's contribution will match the Mechanic's contribution dollar-for-dollar, up to the yearly maximum.

4. Contributions (Employee and Employer) as defined on the annual Intent to Participate form shall be remitted twice monthly, July through June.

5. The Mechanic shall choose a vendor from the School District established list in order to participate.

6. Management of both the portfolio of individual investments and the School District contributions shall be solely the responsibility of the Mechanic in whose name these investments have been made. The School District absolutely assumes no current or future liability for contributions made to these plans or for investment earnings (losses), which may accrue to these portfolios as a result of investment decisions, which are made by the Mechanic.

7. The Mechanic is not to construe any plan or the district contributions to any plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District.

8. The management of both the individual and School District contributions shall be solely the responsibility of the Mechanic in whose name the contributions have been made. The Mechanic should consult his own attorney, accountant, and investment advisor as to legal, tax, and investment issues relating to contributions in any plan.

9. The School District has neither reviewed nor approved any investment programs, which the Mechanic may obtain by way of contributions under any plan.

10. The Mechanic agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to any plan.

11. There shall be no School District contribution for employee on a leave of absence.

The maximum lifetime contribution to the plan for the employee will be $25,000. Contributions will be made twice each month.

**ARTICLE XIV**
**ENDORSEMENT**

The preceding Articles I-XIII, as stipulated, are hereby mutually approved, endorsed and incorporated as an integral portion of the continuing contract between Independent School District #0743, Sauk Centre, Minnesota, the employer, and David Gapinski, Mechanic.

Chair, Board of Education
Independent School District #0743
Sauk Centre, Minnesota

Mechanic
Independent School District #0743
Sauk Centre, Minnesota

Clerk, Board of Education
Independent School District #0743
Sauk Centre, Minnesota

Dated: 8/21/25

Dated: 8-14-25