EMPLOYMENT AGREEMENT

JULY 1, 2026 - JUNE 30, 2028

JASON MCVINUA

DIRECTOR OF BUILDINGS AND GROUNDS

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 Jason McVinua, Director of Buildings and Grounds.

ARTICLE II
DEFINITIONS

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

2. EMPLOYEE - In all articles, shall be referred to as the Director of Buildings and Grounds.

ARTICLE III
BASIC SERVICES

The Director of Buildings and Grounds 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 Director of Buildings and Grounds or unless terminated as provided by law.

This contract shall be in full force and effect through June 30, 2028. 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 Director of Buildings and Grounds 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 Director of Buildings and Grounds 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 Director of Buildings and Grounds during the contract term for cause as defined in M.S. 122A.40, it shall notify the Director of Buildings and Grounds in writing of the proposed grounds for termination. The Director of Buildings and Grounds shall be entitled to a hearing before an arbitrator provided the Director of Buildings and Grounds makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such 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 Director of Buildings and Grounds may be suspended with pay pending final determination by the arbitrator. If the Director of Buildings and Grounds fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Director of Buildings and Grounds 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 Director of Buildings and Grounds shall have no further claim or recourse.

ARTICLE VII
DUTY YEAR/DUTY DAYS

The Director of Building and Ground'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 Director of Buildings and Grounds shall earn and maintain the following Licenses and Certifications:

1. Asbestos Operations & Maintenance License
2. Pool Operator's License
3. First Class C Boiler License

ARTICLE IX
VACATION/HOLIDAYS

The Director of Buildings and Grounds shall be granted one hundred twenty (120) hours of annual paid vacation. The Director of Buildings and Grounds may carry over forty (40) unused vacation hours to the following year up to a maximum of one hundred sixty (160)

hours. Additional hours may be carried over to following year with written consent of the Superintendent.

Employees who leave the district from a vacation eligible position will be compensated for unused, accrued vacation. Accrued vacation will be prorated to the date of separation. If employees leaving the district have used more than their prorated vacation total, a deduction will be made from their final pay.

The Director of Buildings and Grounds shall be 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, and 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 Director of Buildings and Grounds as follows:

Sick & Safe Leave: Twelve (12) days per year, cumulative to one hundred ten (110) days. Annual sick and safe leave shall accrue at the start of the fiscal year. State Statue 181.9447 (ESST) defines what this leave can be used for and which family members are included.

Family & Medical Leave Act: As prescribed by law.

Bereavement Leave: Maximum of forty (40) hours per occurrence in the event of a death in the Director of Buildings and Ground's immediate family will be granted without deduction in compensation or sick leave. 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 Director of Buildings and Grounds.

Jury Duty Leave: If the Director of Buildings and Grounds is called to serve jury duty, he shall be provided leave with pay for each of required jury duty service. The Director of Buildings and Grounds shall notify the School District of dates of pending absences within 72 hours following notice of jury duty. The Director of Buildings and Grounds 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 District shall provide the Director of Buildings and Grounds 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, 2026 - June 30, 2027	$1,100.00 per month
July 1, 2027 - June 30, 2028	$1,200.00 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 Buildings and Ground'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 Director of Buildings and Ground's HSA account.

ARTICLE XII
BASIC SERVICES COMPENSATION

Compensation for "basic services" rendered in the capacity of "Director of Buildings and Grounds" shall be as follows:

July 1, 2026 - June 30, 2027	$82,400
July 1, 2027 - June 30, 2028	$84,872

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

Additional Compensation/Provisions:

1. The Director of Buildings and Grounds will 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 Director of Building's and Ground's private vehicle he will be reimbursed as per School Board policy.

2. The Director of Buildings and Grounds 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 Director of Buildings and Grounds shall be a member of the Public Employee's Retirement Association and the District and employee shall contribute to said program as required by law.

4. The Director of Buildings and Grounds shall be eligible for a yearly uniform allowance not to exceed $500.00.

ARTICLE XIII
MATCHING 403b PLAN

The employer will make available to the Director of Buildings and Grounds a matching 403b plan. The years of service are based on completed years of service with the district. The employer will make matching contributions to the plan based on the following schedule:

Years of Service	Matching Amount
1st – 2nd	$400
3rd - 5th	$600
6th - 8th	$1,000
9th - 11th	$1,400
12th-14th	$1,800
15+ years	$2,200

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 Director of Buildings and Grounds. 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 Director of Buildings and Ground'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 Director of Buildings and Grounds 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 Director of Buildings and Grounds will direct their contributions to the same vendor. The School District's contribution will match the Director of Building and Ground's contribution up to the yearly matching amount.

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

5. The Director of Building and Grounds 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 Director of Buildings and Grounds 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 Director of Buildings and Grounds.

7. The Director of Buildings and Grounds 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 Director of Buildings and Grounds in whose name the contributions have been made. The Director of Buildings and Grounds 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 Director of Buildings and Grounds may obtain by way of contributions under any plan.

10. The Director of Building and Grounds 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.

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 Jason McVinua, Director of Buildings and Grounds.

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

Director of Buildings and Grounds
Independent School District #0743
Sauk Centre, Minnesota

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

Dated: 6/17/26

Dated: 6-11-26