

## INTERIM SUPERINTENDENT'S CONTRACT

Waterville-Elysian-Morristown Public Schools  
Waterville, MN 56096

The School Board of Independent School District #2143, Waterville, MN enters into this agreement with John Regan, a legally qualified and licensed superintendent, who agrees to perform the duties of the Superintendent of Schools of the School District.

The School District and the Interim Superintendent agree as follows:

I. Applicable Statute:

This agreement is entered into between the School District and the Superintendent in conformance with M.S. 123B.143, Subd. 1.

II. Licensure:

The Superintendent shall furnish throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules, and regulations. A valid and current license to act and perform Superintendent duties shall be provided no less than two weeks (14 days) prior to the start date of the contract.

III. Duration, Expiration, Termination, and Mutual Consent:

1. Duration:

This contract is for a term of one (1) year commencing July 1, 2023, and ending June 30, 2024. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent, or unless terminated as provided herein.

2. Subsequent Contract:

- a. Letter of retirement, non-renewal, or request to renew an expiring contract, received by December regular board meeting or December 31 whichever is sooner, or supplemental retirement and lump sum distribution of sick pay may be reduced by 50%. **The board has until January 31, or January regular board meeting, whichever is earlier to respond to such request.**
- b. Request for Meeting: Within ten (10) calendar days after receipt of an intent to renew as provided in Paragraph b hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties.

- c. Meeting Between the Parties: Upon receipt of such request, the School Board shall within fifteen (15) calendar days hold a meeting with the Superintendent.
- d. Final Action – School Board: The School Board shall delay final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than February 28 and shall notify the Superintendent of such action in writing.
- e. Effect: The timelines provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is intended to bind both parties unless the parties mutually agree to extend the timeline in writing. The timeline provided herein may be extended by written agreement between the School Board Chair and the Superintendent. In such event, the School Board Chair shall confer with and notify the School Board members, in writing, of such extension.

3. Expiration:

This contract shall expire at the end of the term specified in Section 1 hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with M.S. 123B.143, Subd. 1.

4. Termination During the Term:

The Superintendent's employment may be terminated during the term of this contract only for cause as defined in M.S. 122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the contract term for cause as defined in M.S. 122A.40, Subds. 9 or 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent 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 Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within the fifteen (15) calendar day

period, it shall be deemed acquiescence by the Superintendent 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 Superintendent shall have no further claim or recourse.

5. Mutual Consent:

This contract may be terminated at any time by the parties by mutual consent.

IV. Duties:

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules, and procedures deemed necessary for the School District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State Board of Education. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

An annual evaluation will occur in January of each year by the School Board.

V. Duty Year and Leaves:

1. Basic Work Year:

The Superintendent's duty year shall be for the entire 12-month contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

2. Vacation:

The Superintendent shall earn twenty-four (24) working days of annual paid vacation each contract year. Unused vacation must be taken within six (6) months after the end of the contract year in which it is earned. Upon termination of employment, the Superintendent shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph.

3. Holidays:

The Superintendent shall be entitled to the following paid holidays: Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and the day following, the day before Christmas and Christmas Day, New Year's Day, President's Day, Good Friday, and Memorial Day.

4. Sick Leave:

The Superintendent shall earn paid sick leave at the rate of eighteen (18) day(s) per contract year, which may accumulate to a maximum of 115 days.

5. Emergency Leave:

The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board.

6. Bereavement/Family Illness:

Five (5) days, non-accumulative, deducted from sick leave, will be granted each year for non-personal illness or bereavement. Additional days may be granted at the discretion of the School Board.

7. Personal Leave:

Each year, the Superintendent shall be granted four (4) non-accumulative personal leave days with pay and deducted from sick leave.

8. Disability:

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to 90 percent of the Superintendent's regular salary until the expiration of the waiting period of long-term disability insurance.

9. Medical Leave:

- a. The Superintendent and School District agree to incorporate by reference and be bound by the provisions of M.S. 122A.40 Subd. 12 relating to suspension and leave of absence for health reasons.
- b. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. 122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent when on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

VI. Insurance:

1. Health and Hospitalization:

The School District shall, subject to enrollment eligibility contingent upon carrier policies, provide the Superintendent and his dependents a comprehensive health and hospitalization insurance plan at the expense of the district. A Superintendent who chooses not to enroll in the District's health and hospitalization insurance will receive additional compensation in the amount of \$1,000 per month which the Superintendent may use for any purpose except to pay for coverage under the District's health plan. This amount will be paid to the employee in the form of taxable salary, on a per paycheck basis. *Dollar amounts are not calculated into salary for the purpose of reporting to TRA.*

2. Dental:

The School District shall, subject to enrollment eligibility contingent upon carrier policies, provide the Superintendent and his dependents a comprehensive dental insurance policy at the expense of the district to be 'capped' at \$100 per month.

3. Life Insurance:

The School District shall provide a group term life insurance plan providing \$125,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.

4. Long-Term Disability Insurance:

The School District shall, subject to enrollment eligibility contingent upon carrier policies, provide at the expense of the district, a long-term disability insurance policy which provides a monthly benefit equal to seventy percent (70%) of the current salary to age 65. Coverage effective thirty (30) days following disability. After exhausting all available leave, including sick leave, personal leave, vacation days, the District shall provide additional paid sick/leave at a salary equal to ninety (90%) of the Superintendent's salary until the expiration of the waiting period for long term disability insurance.

5. Liability Insurance:

The School District shall provide, at School District expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

6. Claims Against the School District:

The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VII. Other Benefits:

1. Tax-Sheltered Annuities:

Upon completion of the Interim Superintendent position and a three (3) year Superintendent contract is offered, the Superintendent will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02 Subd. 15, and School District Policy, and as otherwise provided by law.

The District will credit the first year for the Interim Superintendent position and shall match employee contributions up to \$1,200 toward a tax-sheltered annuity of Superintendent's choice in the 2024-2025 school year and \$2400 in the 2025-2026 school year. Maximum District contribution shall be capped at \$16,000.

2. Automobile:

The School District shall compensate the Superintendent for business use of the Superintendent's private automobile at the IRS approved rate.

3. Conferences and Meetings:

The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

4. National Conference:

The Superintendent is permitted to attend one of the three National Superintendent Conferences that occur between July 1, 2023 and June 30, 2024. Requests to attend additional National Superintendent Conferences may be preapproved by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

VIII. Salary:

The Superintendent shall be paid an annual contract salary in twenty-four (24) equal installments. The salary shall be \$120,000 for the July 1, 2023 to June 30, 2024 contract year. The Superintendent shall perform the services prescribed by the Board of Education whether or not such services are specifically described in this contract.

IX. Other Provisions:

1. Outside Activities:

While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent. The Superintendent shall not engage in other employment,

consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

2. Indemnification and Provision of Counsel:

In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply to the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the school district herein shall be subject to the limitation as provided in Minnesota Statutes, Chapter 466.

3. Dues:

The Superintendent is encouraged to belong to appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

4. Medical Examination:

The Superintendent shall have a comprehensive medical examination not less than once every 3 years. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be proved to the School Board Chair. The cost of said examination not covered by the insurance program of the School District shall be paid by the School District.

5. Severance Pay:

In the event of involuntary severance from the District, the Superintendent will be granted severance pay as follows:

- (1) 4 days of pay for each year of service to the School District as Superintendent.
- (2) 30% of unused sick leave to a maximum of 30 days.
- (3) The daily rate of pay will be determined from the current contract year.

6. Lump Sum Distribution of Unused Sick Leave Days Upon Retirement:

25% of unused sick leave days not to exceed 40 days. Maximum Daily Rate of Pay will be determined from the current contract year.



7. Retirement Insurance:

Upon Retirement District will contribute \$6,000/year for 6 years toward Medical Insurance after 10 years employment with the District.

8. Supplemental Retirement:

Superintendent shall receive as Supplemental Retirement Pay an amount representing 3 days of pay for each full year of service to the District. Rate to be 90% of Daily Rate at Retirement.

9. In the event this contract will cause or does cause penalties, fees, or fines to be assessed against the School 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 Superintendent's healthcare benefits as a result of addressing the 'highly compensated employee' 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.

10. Severability:

If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

This contract shall be effective upon signatures of the Superintendent and of the officers of the School Board authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS THEREOF I have subscribed by signature this

3<sup>rd</sup> day of June, 2023

[Signature]  
Interim Superintendent

IN WITNESS THEREOF we have subscribed our signatures this

\_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
Board Clerk