



## **EMPLOYMENT CONTRACT**

### **SUPERINTENDENT OF SCHOOLS**

This Contract is entered into between Independent School District No.283, St. Louis Park Public Schools, Minnesota, hereinafter referred to as the School District, and Dr. Carlondrea D. Hines ("the Superintendent"), hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

~~WHEREAS, the School District desires to enter into a written employment contract with the Superintendent in order to enhance administrative stability and continuity within the schools which the School District believes generally improves the quality of its overall educational program; and~~

~~WHEREAS, the School District and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;~~

~~NOW, THEREFORE, the School District and the Superintendent, for the consideration herein specified, agree as follows:~~

#### **ARTICLE I - APPLICABLE STATUTE**

This Contract is entered into between the School District and the Superintendent in conformance with [M.S.123B.143](#).

#### **ARTICLE II - LICENSE**

The Superintendent shall furnish to the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

#### **ARTICLE III - DURATION, EXPIRATION, TERMINATION DURING THE TERM, AND MUTUAL CONSENT**

##### **Section 1. Duration:**

This Contract is for a term of three (3) years commencing on July 1, 202~~7~~<sup>4</sup>, and ending on June 30, 20~~30~~<sup>27</sup>. 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 in this Contract.

##### **Section 2. Expiration:**

This Contract shall expire at the end of the term specified in Section 1 above. 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](#).



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### **Section 3. 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, Subd. 9 and Subd. 13](#), but except for purposes of describing grounds for discharge, the provisions of [M.S. 122A.40](#) ~~M.S. 122A.40~~ shall not be applicable. If the School Board proposes to terminate the Superintendent's employment with the District during the term of this Contract for cause as described in [M.S. 122A.40, Subd. 9 or Subd. 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 to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to 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 in this section within the fifteen (15)-day calendar period, ~~the Superintendent he/she~~ shall be deemed to have acquiesced 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.

### **Section 4. Notice of Intent:**

If the Superintendent intends to pursue a subsequent contract, the Superintendent must reasonably notify the School Board in writing of the notice requirement in order for it to be binding and effective. Failure of the School Board to take action authorizing the negotiation of a subsequent Contract in the first six months of the final year of this Contract, will serve as notice to the Superintendent that the School Board will not enter into a subsequent Contract.

### **Section 4. Mutual Consent:**

This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

### **Section 55. Subsequent Contract:**

If the School Board takes action authorizing the negotiation of a subsequent Contract, the parties will act in good faith to complete negotiations and enter the subsequent Contract within 90 calendar days prior to the end of this Contract. This written School Board action authorizing subsequent Contract negotiations must include a provision that, in the event that negotiations for a subsequent Contract have not been completed by the end of this Contract's term, the parties agree to enter into a subsequent Contract for the term set forth in the School Board's action and that the new subsequent Contract's compensation and benefits level in the last year of this Contract is the same as in the current Contract pending final negotiations of compensation and benefit terms for the new Contract. Pursuant to Minn. Stat. 123B.143, subd. 1, the School Board and Superintendent may not enter into a subsequent contract more than 365 calendar days prior to the expiration of this Contract. Further, any subsequent contract would be contingent upon the Superintendent completing the terms of this Contract. Without modifying or waving its discretionary authority under Minn. Stat. 123B.143, subd 1, the School Board hereby declares its present intent to notify the Superintendent no later than December 30 prior to the expiration of this contract as to whether it intends to offer or not offer the Superintendent a subsequent contract. The parties understand and agree



~~that whether or not the School Board gives the six (6) months' notice to the Superintendent as provided herein, this Contract shall expire at the end of the term specified herein.~~

**Section 6. Mutual Consent:**

This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

**Section 7. Contingency:**

If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

**ARTICLE IV - DUTIES**

**Section 1. 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 District; shall direct and assign teachers and other School District employees 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 of Minnesota and by all federal laws and state statutes. 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 the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

**ARTICLE V - DUTY YEAR AND LEAVES OF ABSENCE**

**Section 1. Basic Work Year:**

The Superintendent's duty year shall be for the entire twelve (12) month Contract year, and the Superintendent shall perform duties on those legal holidays on which the School Board 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.

**Section 2. Vacation:**

The Superintendent shall earn 30 working days of annual paid vacation each Contract year. The vacation will be credited up front at the beginning of each fiscal year and prorated for less than a full year of employment. Unused vacation days may carry over to the next fiscal year, not to exceed a maximum of 60 days of vacation in the vacation bank at any time. Upon voluntary termination of employment, the Superintendent shall be entitled to payment for any earned and unused vacation days up to a maximum of 30 days at the Superintendent's daily rate of pay; however, if the Superintendent is involuntarily terminated, they shall not be entitled to payment for any unused earned and accrued vacation days.



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**Section 3. Holidays:**

The Superintendent shall be entitled to 13 paid holidays: Independence Day (July 4), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Spring Break Friday, Memorial Day and Juneteenth (June 19). If events require the Superintendent to be on duty on any of the defined holidays, the Superintendent may take another day in lieu thereof.

**Section 4. Sick Leave/ESST Leave:**

The Superintendent shall receive a sick leave allowance of fifteen (15) days of paid sick leave credited at the beginning of each fiscal year (July 1-June 30). Earned sick leave may accumulate to a maximum of 85.45 days during the term of this Contract. Sick leave may be used in accordance with rules for other administrative employees in the District and M.innesota S.Statutes 181.9445-181.9448. Unused sick leave shall be forfeited upon termination of employment.

**Section 5. Workers' Compensation:**

Pursuant to M.S. Chapter 176, if the Superintendent is injured on the job in the service of the School District and collecting workers' compensation insurance they may draw sick leave and receive full salary from the School District, the 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 accrued sick leave.

**Section 6. Bereavement Leave:**

The Superintendent shall be granted bereavement leave for up to five (5) days in the event of a death within the Superintendent's immediate family. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Days utilized will not be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse, child, parent, brother, sister, or other relative who was living in the same household as the Superintendent.

**Section 7. Emergency Leave:**

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

**Section 8. Jury Service:**

The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

**Section 9. Military Leave:**

Military leave shall be granted pursuant to applicable law.

**Section 10. Disability:**

If the Superintendent is unable to perform their regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School Board shall provide additional paid sick leave at a salary equal to 66 and 2/3 percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

**Section 11. Medical Leave:**



The Superintendent may be placed on a leave of absence for health reasons pursuant to the procedures outlined in M.S. 122A.40, Subd. 12.

**Section 11. MN Paid Leave:**

Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement, job protection, benefit continuation, non-interference, non-retaliation to eligible Superintendents, as prescribed in M.S. Chapter 268B. When this program is implemented, Superintendents shall follow the process prescribed by the State of Minnesota to request leave. The School District shall deduct 50 percent of the Superintendent's MN Paid Leave premium from wages and shall submit the wage deductions to the State of Minnesota as required by law.

**Section 12. Insurance Application:**

A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. If the leave is not covered under the Minnesota Paid Leave law, the Superintendent shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Superintendent is on paid leave from the School District, the School District will continue insurance contributions as provided in this Contract until paid leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

**ARTICLE VI - INSURANCE**

**Section 1. Eligibility:**

The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plan. The School District shall contribute the amounts listed below per month toward the premium for such insurance. The balance of the premium shall be paid by the Superintendent through payroll deduction. The School District shall also provide the Superintendent and the Superintendent's dependents with dental insurance coverage under the School District's group dental insurance plan. The School District shall contribute the sum of the amounts listed below per month toward the premium for such insurance. The balance of the premium shall be paid by the Superintendent through payroll deduction.

~~Section 2. The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.~~

**Section 2. Insurance Plans:**

~~The Superintendent will be eligible for the health insurance plans offered by the District. The District will make the contributions described below toward medical coverage based on the plan option chosen by the Superintendent. The Superintendent will pay the difference through payroll deduction between the District contribution listed below and the total cost of the health plan coverage selected.~~

**District Health Insurance Program Non-Deductible/Standard Co-pay:**

| District Contributions Standard-Plan A per month | July 1,<br>202 <del>7</del> <u>4</u> | July 1,<br>202 <del>8</del> <u>5</u> | July 1,<br>202 <del>9</del> <u>6*</u> |
|--------------------------------------------------|--------------------------------------|--------------------------------------|---------------------------------------|
| Employee                                         | \$680 <del>2</del> <u>5</u>          | \$6 <del>8</del> <u>6</u> 0          | <u>TBD</u> <del>TBD</del>             |



# St. Louis Park Public Schools

|              |                                      |                                    |                               |
|--------------|--------------------------------------|------------------------------------|-------------------------------|
| Employee + 1 | \$ <del>1,425</del> <sup>1,375</sup> | \$ <del>1,425</del> <sup>390</sup> | <del>TBD</del> <sup>TBD</sup> |
| Family       | \$ <del>1,845</del> <sup>775</sup>   | \$ <del>1,845</del> <sup>500</sup> | <del>TBD</del> <sup>TBD</sup> |

## District Health Insurance Program Deductible/VEBA:

| District Contributions VEBA-Plan B per month | July 1,<br>2027 <del>4</del>        | July 1,<br>2028 <del>5</del>          | July 1,<br>2029 <del>6</del> * |
|----------------------------------------------|-------------------------------------|---------------------------------------|--------------------------------|
| Employee                                     | <del>\$695</del> <sup>\$880</sup>   | <del>\$925</del> <sup>\$725</sup>     | TBD                            |
| Employee + 1                                 | \$ <del>1,775</del> <sup>425</sup>  | <del>\$1,840</del> <sup>\$1,450</sup> | TBD                            |
| Family                                       | <del>\$2,350</del> <sup>1,850</sup> | <del>\$2,450</del> <sup>1,875</sup>   | TBD                            |

If the Superintendent selects the VEBA Plan, the District will deposit \$1,000 annually into an employee-owned Health Reimbursement Account (HRA) during active employment in addition to the amount described above. The District will deposit that amount by no later than September 15 of the plan year.

The District contribution in this contract may will be adjusted ~~increased~~ each year by the Board to treat the Superintendent consistent with increases provided other administrators in the District.

## Section 3. Dental Insurance:

The District shall contribute toward a portion of the premium for dental insurance for the 2024-2027 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive dental plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected.

| District Dental Contributions per month | July 1,<br>2027 <del>4</del> | July 1,<br>2028 <del>5</del>    | July 1,<br>2029 <del>6</del> *  |
|-----------------------------------------|------------------------------|---------------------------------|---------------------------------|
| Employee                                | <del>\$57</del>              | <del>\$57</del> <sup>\$55</sup> | <del>TBD</del> <sup>\$57</sup>  |
| Family                                  | \$110                        | \$110                           | <del>\$110</del> <sup>TBD</sup> |

In the event that a successor agreement has not been entered into by July 1, 2029~~7~~, District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2028~~6~~. The District contribution in this contract will be increased each year by the Board to treat the Superintendent consistent with increases provided other administrators in the District.

## Section 4. Life Insurance:

The District shall provide coverage in an amount equal to three (3) times the annual salary to the next highest thousand, based on the employee's salary as of July 1 of each year up to a maximum of \$750,000 of coverage. The employee will have the option to purchase additional life insurance in increments of \$10,000. The minimum purchase must be \$10,000 and the maximum, amount the employee may purchase is \$300,000. The Superintendent would pay the entire cost of any supplemental life insurance.

## Section 5. Long-term Disability Insurance:

The District shall pay the premium for a plan which provides a maximum monthly income benefit of 2/3 of the basic contract salary up to a maximum of \$15,000 per month, according to the District Disability plan. The Superintendent will have the option to waive this coverage and purchase the District LTD policy through an after-tax payroll deduction.



If the Superintendent is placed on long-term disability under this plan, the District shall contribute the same dollar amount in effect at the time the Superintendent goes on disability, regardless of the employee's current level of coverage. The Superintendent is responsible for paying the monthly difference in premium to keep the insurance coverage. The District shall contribute this amount towards the group health insurance program for a period of two (2) years from date of placement on long-term disability or the occurrence of the employee's Medicare Eligibility, whichever comes first. In the event that the disability is caused by work related event covered by worker's compensation, the contributions would continue for up to a total of five (5) years.

**Section 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 District pursuant to this Section. It is understood that the District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial by an insurer of insurance benefits if the District has purchased the policies and paid the premiums described herein.

**Section 7. Selection of Carrier:**

The selection of the insurance carriers and policies shall be made by the District.

**ARTICLE VII - OTHER BENEFITS**

**Section 1. Tax-Sheltered Annuities:**

The Superintendent is 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, [M.S. 123B.02, Subd. 15](#), School District policy, and as otherwise provided by law. ~~The District shall contribute \$12,000 per contract year toward the employee's tax-sheltered annuity plan. The District will participate in a matching tax-sheltered annuity program to a maximum of \$10,000 per contract year.~~

**Section 2. Health Care Savings Account:**

During the term of this Contract, the School District shall contribute \$5,000 each year toward a post-retirement health care savings account for the benefit of the Superintendent pursuant to [M.S. 356.24, Subd. 1\(7\)](#) and available to other administrators in the District. The School District's contribution as provided in this section shall be made on the last business day of each contract year closest to June 30 only if the Superintendent is still employed by the School District on that date.

**Section 3. Vehicle:**

The School District shall provide the Superintendent with a monthly allowance of \$600 for business use of their private vehicle pursuant to [M.S. 471.665, Subd. 1](#).

**Section 4. Conferences and Meetings:**

The School District shall pay all legally authorized expenses and fees associated with the Superintendent's attendance at professional conferences, meetings, and events with educational agencies, associations, and



~~other professional organizations when such attendance is required, directed, or permitted by the School Board. When attending a professional conference or meeting, the Superintendent shall notify the School Board Chair in advance of the event. The Superintendent shall periodically report to the School Board regarding professional meetings and conferences attended. The Superintendent shall submit itemized expense statements for reimbursement, which shall be processed and approved in accordance with School Board policy and applicable law. 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 and associations when such attendance 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 School Board policy and law.~~

**Section 5. Technology:**

The District shall provide the Superintendent the technology necessary to carry out the duties of the Superintendent, including a smartphone, laptop, tablet and any monthly charges associated with such technology.

**ARTICLE VIII - SALARY**

**Section 1. Annual Base Salary:**

The Superintendent shall be paid the following annual salary for each year of the contract:

| Year                                  | Annual Salary                |
|---------------------------------------|------------------------------|
| 2027 <del>4</del> - 2028 <del>5</del> | \$2 <del>60,100</del> 22,000 |
| 2028 <del>5</del> - 2029 <del>6</del> | \$2 <del>65,302</del> 24,000 |
| 2029 <del>6</del> - 2030 <del>7</del> | \$2 <del>70,608</del> 28,888 |

During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 24 equal installments during the Contract year. ~~In the event that the District moves to a different payroll cycle during the term of this contract, the annual salary may be paid in 26 equal installments.~~

**Section 2. Daily Rate of Pay:**

The Superintendent's daily rate of pay shall be calculated by dividing the Superintendent's annual salary at the time of conversion by 260.

**ARTICLE IX - OTHER PROVISIONS**

**Section 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 also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the Chair of the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. The Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium of more than \$100 is paid without the prior approval of the Chair of the School~~



Board. While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the Chair of the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. The Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium of more than \$100 is paid without the prior approval of the Chair of the School Board.

If, at any time, the School Board determines that an outside employment, consulting engagement, or other professional activity is interfering with or has the potential to interfere with the Superintendent's performance of the Superintendent's duties, availability, or obligations to the School District, the Chair may direct the Superintendent to modify or discontinue such activity.

### **Section 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 their employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter, 466. This indemnification and defense obligation extends to all costs and fees incurred by the Superintendent in any internal investigation of a claim against the Superintendent that does not result or would not have resulted in substantial disciplinary action against the Superintendent (defined as sufficient to create public data under the final disposition of a disciplinary action provisions of M.S. 13.43, Subd. 2). Payment of legal fees includes when the Superintendent incurs individual legal costs in serving as a witness in a claim against the School District. Nothing herein affects the Superintendent's right to legal counsel of the Superintendent's choice. Nothing herein affects the parties' right to negotiate payment of legal fees as part of a separation agreement.

In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with their employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466. The obligation to defend and indemnify also shall not exist or apply to any dispute arising out of or directly or indirectly related to the terms and conditions of employment set forth in this contract or otherwise.

### **Section 3. Dues:**

The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law. The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership serves the best interests of the School District. The Superintendent shall provide the School Board with a complete and current list of all professional, educational, economic



development, community, and civic organizations in which the Superintendent holds membership and shall promptly notify the School Board of any material changes to such memberships. The School District shall pay membership dues for those organizations that are required, directed, or approved by the School Board. The Superintendent shall submit appropriate statements and documentation for approval and reimbursement in accordance with applicable law and School Board policy.

**Section 4. Medical Examination:**

~~At any time during this Contract, upon request of the School Board, the Superintendent does hereby agree to submit to a comprehensive medical examination. A statement certifying to the physical and mental competency or incompetency of the Superintendent shall be filed with the Chair of the School Board and shall be treated as private and non-public. The cost of such medical examination report shall be borne by the School District. If the medical examination report states that the Superintendent is physically or mentally incompetent to such an extent as to make the Superintendent unable to perform any or all of the Superintendent's duties, and such incompetency is permanent, irreparable, or of such nature as to make the performance of the Superintendent's duties impossible, the School Board may, at its option, terminate the contract whereupon the respective duties, rights and obligations hereof shall terminate.~~

**Section 45. Evaluation:**

No later than August 15 of each year of this Contract, the School Board and the Superintendent shall meet to discuss and agree on the goals and the evaluation instrument to be used to evaluate the Superintendent. Beginning August 15, 2027~~5~~<sup>4</sup>, and for each subsequent August 15 for each year of the Contract, the School Board shall evaluate the Superintendent using the agreed-upon evaluation instrument and based on the agreed-upon goals, the Superintendent's position description and the duties in this Contract. Approximately 30 days prior to the School Board conducting the Superintendent's annual evaluation, the Superintendent shall provide the School Board a self-appraisal using the agreed-upon evaluation instrument and the School Board shall take the self-appraisal into account in conducting the Superintendent's evaluation.

The School Board or representative(s) thereof, and the Superintendent shall meet for the purpose of mutual evaluation of the performance of the School District and the Superintendent. In the event that the School Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the School Board deems performance to unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within 30 days of the delivery of the written evaluation to the Superintendent, the School Board or its representative, shall meet with the Superintendent to discuss the evaluation.

**Section 6. Superintendent/Board Working Relationship:**

No later than July 30, 2027~~4~~<sup>4</sup>, the Board and Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually, the Board and the Superintendent shall review the agreed-upon process and procedures to determine if any changes are needed and shall make any changes that they agree are needed. In addition, the Board, individually and collectively, shall bring to the Superintendent's attention any material concerns, issues and



suggestions regarding the operation of the School District for the Superintendent's study, review and action, if necessary.

#### **ARTICLE X - SEVERABILITY**

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof

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

IN WITNESS WHEREOF, I have subscribed my signature this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.  
Superintendent

IN WITNESS WHEREOF, I have subscribed my signature this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.  
School Board Chair

IN WITNESS WHEREOF, I have subscribed my signature this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.  
School Board Clerk