

CONTRACT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 6094-52
AND
EXECUTIVE DIRECTOR
2023-2026

The School Board of Independent School District No. 6094-52, Cannon Valley Special Education Cooperative (“District”) enters into this Contract with Sarah McGuire (“Executive Director”), a licensed director of special education, who agrees to perform the duties of Executive Director of the District. The District and the Executive Director are hereinafter referred to collectively as the “Parties” and each individually as a “Party.”

The District and the Executive Director agree as follows:

I. Basic Services:

The Executive Director shall faithfully perform the services prescribed by the District’s School Board or its designated representative, whether or not specifically described in this Agreement or in an applicable job description, and abide by the rules, regulations, and policies established by the District’s School Board and applicable state and federal law.

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

II. Licensure:

The Executive Director shall furnish, and throughout the life of this Contract, maintain a valid license to act as a director of special education in the State of Minnesota, as provided by applicable laws, rules, and regulations, including the rules and regulations of the Board of School Administrators.

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

a. Duration.

This Contract is for a term of Three years, commencing July 1, 2023 and ending June 30, 2026. The Executive Director's employment is subject to the provisions of Minnesota Statutes, section 122A.40, as amended, and all state and federal laws and regulations relevant to qualification, licensure, employment, termination and discharge. This Agreement shall remain in full force and effect unless modified by mutual consent of the District's School Board and the Executive Director, or unless terminated as provided by law or by written resignation.

b. Mutual Consent: This contract may be terminated at any time by written mutual consent of the parties.

IV. Duty Year and Leaves:

a. Basic Work Year.

The Executive Director's duty year shall be for each of the entire 12-month period in each of the contract years as provided herein. The Executive Director shall perform services on all days Monday through Friday, except approved legal or District holidays, except those holidays on which the District's Board is authorized to conduct business, if the District's Board so determines. The Executive Director shall be on duty during any emergency unless otherwise excused by the Education District's Board or in accordance with applicable District policy. For purposes of calculating the Executive Director's daily rate of pay, the number of duty days each year shall be 260 days. The Executive Director position is exempt from the Fair Labor Standards Act ("FLSA"). The Parties understand and agree that the Special Education Director may be required to attend meetings and/or perform other duties outside of the basic duty day and that, as an exempt employee, the Special Education Director will not receive overtime or any additional compensation for such duties.

b. Vacation.

The Executive Director shall earn 25 days of paid vacation each contract year. The Executive Director will be credited the full 25 vacation days as on July 1st of each contract year. The Executive Director may carry over 25 vacation days into the next contract year. Unused vacation that is carried over in this manner must be taken within the contract year following the contract year in which it was earned.

Upon termination or separation of employment, the Executive Director shall be entitled to payment, at the Executive Directors' then-existing daily rate of pay, for any unused accumulated vacation days.

c. Holidays.

The Executive Director shall be entitled to the following Twelve (12) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day (if designated as a school holiday), Good Friday, Memorial Day, and Juneteenth. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be given.

d. Sick Leave.

The Executive Director shall earn paid sick leave at the rate of ten (10) days each contract year, credited in full as of July 1st of each contract year, beginning with the 2023-2024 contract year. The Executive Director may accumulate and carry over from one contract year to the next a maximum of 247 days. The Executive Director will not be paid for remaining sick leave upon the expiration of this Agreement or upon separation, resignation, retirement, or termination of employment.

Sick leave may be used due to absences due to the Executive Director's illness or injury. Sick leave may also be used pursuant to Minnesota Statutes, section 181.9413 (as amended). The Executive Director's use of sick leave for safety leave or for the care or safety of a sick relative, pursuant to Minnesota Statutes, section 181.9413 (as amended), shall be limited to 160 hours in any 12-month period, but this limitation shall not apply to absences due to the illness or injury of the Executive Director's child, as defined in Minnesota Statutes, section 181.940, subdivision 4 (as amended).

The Executive Director may also use up to nine (9) days of sick leave during any contract year as bereavement leave in the event of the death of the Executive Director's immediate family member (spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, or members of the Executive Director's immediate household).

e. Emergency Leave.

The Executive Director may be granted paid emergency leave at the sole discretion of the School Board.

f. Disability.

The District shall pay the full premium for long-term disability insurance for the Executive Director. Long-term disability insurance benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the Executive Director's basic monthly earnings. If the Executive Director is disabled and has not accumulated sufficient paid sick leave to cover the waiting period, then the Executive Director shall be paid 66 2/3% of his/her salary until the Executive

Director is entitled to receive long-term disability benefits. Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the Executive Director's basic annual earnings. The District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability, unless otherwise required by law. Thereafter, the Executive Director may continue in the District's group insurance plans at his/her expense for as long as the employee receives long-term disability insurance/wage replacement benefits, except as otherwise required by law.

g. Medical Leave.

The Executive Director may be granted an extended medical leave pursuant to Minnesota Statutes, section 122A.40, subdivision 12 (as amended). If the Executive Director 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 Section 122A.40, subdivision 12 (as amended), the Executive Director 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 Executive Director is expected to be able to resume normal responsibilities. The Executive Director, 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 Executive Director shall pay the entire premium for such programs as the Executive Director wishes to retain commencing with the beginning of the leave, except as otherwise required by law. If medical leave of at least one full year is granted pursuant to this section, the Executive Director voluntarily waives any right to a leave of absence to which the Executive Director might otherwise be entitled pursuant to Section 122A.40, subdivision 12 (as amended).

h. School Conference and Activity Leave

School Conference and Activities Leave In accordance with the provisions of Minnesota Statutes, section 181.9412 (as amended), the District will provide the Executive Director with up to sixteen hours of school conference and activities leave during any twelve-month period to attend school conferences or school related activities related to the Executive Director's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or

unusual circumstances. Such leave is unpaid, but the Executive Director may substitute accrued vacation or sick leave for any part of the leave granted pursuant to Minnesota Statutes, section 181.9412 (as amended).

i. Other Statutory Leaves

The Executive Director may be entitled to take a leave of absence in accordance with applicable law. Such leave may or may not be paid, as provided in the applicable statute.

V. Insurance:

a. Health, Hospitalization, and Dental.

The District shall provide the Executive Director and the Executive Director's dependents with health and hospitalization and dental insurance coverage under the District's Groups plans, and shall contribute the same amount toward such plans as identified in the Master Agreement for licensed teaching staff.

b. Life Insurance.

The District shall provide, at District expense, a group term life insurance plan providing \$200,000 of coverage for the Executive Director. The Executive Director may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the Executive Director through payroll deduction.

c. Long Term Disability Insurance.

The District shall provide, at the District's expense, long term disability coverage for the Executive Director in the District's group plans.

d. Liability Insurance.

The District shall provide, at District expense, liability insurance naming the Executive Director as an insured, along with the District, in an amount not less than that which is required by law for the District for all acts taken in the Executive Director's official capacity with the District.

e. Insurance Policies Govern.

The eligibility of the Executive Director, or the Executive Director'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.

Note: 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 District. The amount of any reduction in the District's contribution toward the Executive Director's healthcare benefits as a result of addressing the components of the ACA will be placed into another District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the Parties and permitted by applicable law.

VI. Other Benefits:

a. Retirement Plans.

The Executive Director will be eligible to participate in all retirement plans offered by the District and permitted by law, including but not limited to 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, subdivision 15 (as amended), and District policy and as otherwise provided by law. The District shall pay the employer match up to \$9,000 per year, subject to limitations imposed by applicable law.

b. Conferences and Meetings.

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

c. Dues.

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

VII. Salary:

The Executive Director shall be paid an annual salary as noted below for each year of this Contract. The salary shall be paid in 24 equal installments during the contract year.

2023-2024: \$155,040

2024-2025: \$158,141

2025-2026: \$161,304

VIII. Payment and Continuation of Benefits Upon Termination of Employment:

Upon conclusion of the Executive Director's employment for any reason, the District shall pay the Executive Director or the Executive Director's named beneficiary(ies), and the District shall provide the Executive Director and the Executive Director's dependents with health and hospitalization and dental insurance coverage under the District's Groups plans as outlined in Article V and subject to applicable law, including, but not limited to, Minnesota Statutes, section 465.772 (as amended) until the end of the plan year in which the Executive Director's employment with the District concluded.

IX. Indemnification and Provision of Counsel.

In the event that an action is brought, or a claim is made, against the Executive Director arising out of or in connection with the Executive Director's employment, and the Executive Director is acting within the scope of employment or official duties, the District shall defend and indemnify to the extent permitted 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 District shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466 (as amended).

X. 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 only upon signatures of the Executive Director and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this

_____ day of _____, 20 ____

Executive Director

IN WITNESS WHEREOF, I have subscribed my signature this

_____ day of _____, 20 ____

Chair

Clerk