

Superintendent Contract

Article I PURPOSE

This Contract is entered into between Independent School District No. 857, Lewiston, Minnesota, hereinafter referred to as the School District, and Gwen Carman, 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.

Article II APPLICABLE STATUTE

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

Article III LICENSE

The Superintendent shall furnish 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 IV DURATION, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT AND CONTINGENCY

Section 1. Duration: This Contract is for a term of 3 years commencing on July 1, ~~2020-2023~~ and ending on June 30, ~~2023~~2026. 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.

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., except for purposes of describing grounds for discharge, the provisions of M.S. 122 A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent 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, 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. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to completion of an existing contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

Article V 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. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business as considered by each of these groups.

Article VI 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 20 working days of vacation 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 voluntary termination of employment or expiration of the Contract if not offered a subsequent contract, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the

Superintendent is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

Section 3: Holidays: The Superintendent shall be entitled to ~~8-59.5~~ paid holidays as designated by the School Board each Contract year. The holidays are July 4, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, ½ day Christmas Eve, Christmas Day, ½ day New Year's Eve, New Year's Day, ½ day Good Friday, Memorial Day and one (1) floating holiday. It is recommended that one of the following holidays be taken as the floating holiday: ~~the Friday after Thanksgiving~~, President's Day or Easter Monday, or any weekday that school is not in session.

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of fifteen (15) day(s) each working year and earned sick leave may accumulate to a maximum of 260 days. Upon voluntary termination of employment or expiration of the contract if not offered a subsequent contract, the Superintendent shall be entitled to payment for any unused sick leave days earned and accrued pursuant to the sections of this section at a rate of \$30.00 per day; however, if the Superintendent is involuntarily terminated, he/shall not be entitled to unused earned and accrued sick leave days.

Section 5. Worker's Compensation: Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance 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 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 be deducted from the Superintendent's sick leave.

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 his/her 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 100 percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

Section 11. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have the right to a leave of absence for health reasons.

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. 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 under Section 4. Above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII INSURANCE

Section 1. Health and Hospitalization Insurance: 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 sum of \$1200.00 per month toward the premium of such insurance. Any additional cost of the premium shall be paid by the Superintendent by payroll deductions. The Superintendent chooses a Health Savings Account (HSA) qualified plan and the premium is less than \$1200 per month, the School District will contribute the difference to an HSA, up to the allowed Federal limit.

Section 2. Dental and Vision Insurance: Dental and Vision coverage will be available to the Superintendent and the Superintendent's dependents at District's rates.

Section 3. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District's group term life insurance plan in the amount equal to the total annual salary, for each year of this contract, for the duration of this contract, payable to the Superintendent's named beneficiary(ies).

Section 4. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Superintendent under the School District's group long-term disability insurance plan.

Section 5. Eligibility: The eligibility of the Superintendent's dependent(s) and the 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 6. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VIII 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 School District shall contribute ~~\$3375.00~~ \$5000.00 each year, toward a tax-sheltered annuity, if this is matched or exceeded by a contribution from the Superintendent. The Superintendent may select any qualified company pre-approved by the District. The Salary deduction program will be administered on an evenly distributed formula for each pay period. The provisions of this section shall be administered in accordance with District policy for tax sheltered annuities.

Section 2. Vehicle: The School District shall compensate the Superintendent for business use of his/her private vehicle at IRS standard mileage rate pursuant to M.S. 471.665, Subd. 1.

Section 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 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 statements to be processed and approved as provided by School Board policy and law.

ARTICLE IX SALARY

~~The Superintendent shall be paid an annual salary of \$120,000 for the 2020-2021 Contract year, \$123,000 for the 2021-2022 Contract year, and \$126,000 for the 2022-2023 Contract year. The Superintendent shall be paid an annual salary of \$130,000 for the 2023-2024 Contract year; \$133,000 for the 2024-2025 Contract Year; \$136,000 for the 2025-2026 Contract year.~~ During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary will be paid in 24 equal installments during the contract year.

ARTICLE X EVALUATE PERFORMANCE

The School Board shall oversee, direct, and evaluate the Superintendent's performance as the School Board deems necessary.

ARTICLE XI OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and diligence to the affairs and the activities of the School District, he/she 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 School Board, such activities do not impede the Superintendent's ability to perform the duties of the Superintendent's position. However, the Superintendent may 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.

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 his/her 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.

Section 3. The Superintendent is encouraged to belong 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.

Section 4. Medical Examination: The Superintendent shall have a comprehensive medical examination at least every three (3) years. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board Chair. The cost of said examination not covered by the School District's insurance program shall be paid by the School District every three (3) years.

ARTICLE XII 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.

IN WITNESS WHEREOF, I have
subscribed my signature this ____ day
of _____, 20__.

Superintendent

IN WITNESS WHEREOF, we have
subscribed our signatures this ____ day
of _____, 20__.

School Board Chair

School Board Clerk