

## SUPERINTENDENT CONTRACT

### ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 709, Duluth, Minnesota, hereinafter referred to as "School District," and John Magas, hereinafter referred to as "Superintendent," a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District, individually a "Party," collectively "Parties,".

### 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

By July 1, 2020, Superintendent shall have made formal application for the appropriate provisional State of Minnesota Administrator's license/certificate from the Minnesota Department of School Board Administrators. The Superintendent shall maintain throughout the life of this Contract, a valid and appropriate license to act as a 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, and ending on June 30, 2023. 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. Subsequent Contract:

1. Notice by Superintendent. The notice provisions of this Contract shall obligate the School Board only if, no later than September 1 immediately prior to the expiration of this Contract, the Superintendent provides written notice to Chair of the School Board calling to the attention of the Chair of the School Board the notice requirements as contained in this section of the Contract; provided that if the Superintendent provides this notice after September 1, the November 1 and December 31 deadlines in Subparagraphs 2. and 5. below, shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.
2. Preliminary Notice – School Board. In the event the School Board is contemplating not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than November 1 immediately preceding the date of expiration of this Contract.
3. Request for Meeting. Within ten (10) calendar days after receipt of an intent not to offer a subsequent contract as provided in Subparagraph 2. above, the Superintendent may request, in writing a meeting with the School Board to discuss its intentions, the reason therefore, and ways in which any concerns of the school Board might be addressed by the Parties.



4. **Meeting Between the Parties.** Upon receipt of such request as provided in Subparagraph 3., the School Board shall, within fifteen (15) calendar days, hold a meeting with the Superintendent.
5. **Final Action – School Board.** The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the Parties referred to in Subparagraph 4. above. However, the School Board shall take final action on a subsequent contract no later than December 31, and shall notify the Superintendent of such action in writing no later than seven (7) calendar days following such action.
6. **Effect.** The timeline 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 tend 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 School Board members, in writing of such extension.

**Section 3. Expiration:** This Contract shall expire at the end of the term specified in Article IV.A. 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 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, Subd. 9. and Subd. 13., but, 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 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 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 5. Mutual Consent:** This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

**Section 6. Termination Without Cause:** During the term of this Contract or any extension thereof, this Contract may be terminated by the School Board without cause upon thirty (30) days notice and payment of nine (9) months' salary and the continuation of all benefits for twelve (12) months as set forth herein during such Severance Period.

Should Superintendent obtain employment or contract with a third party for the delivery of services for which remuneration is provided to Superintendent in an amount of no less than 65 percent of Superintendent's contractual rate at any time during the nine (9) month Severance Period, Severance Payments shall cease following two payroll cycles after the date of Superintendent's date of subsequent employment or contract (e.g., Superintendent commences employment with subsequent employer on September 1, 2021; Superintendent is provided a Severance Payment on September 16, 2021, and September 30, 2021, and subsequent Severance Payments cease.)



Should Superintendent obtain employment or contract with a third party for the delivery of services for which benefits that are comparable to those provided pursuant to this Contract at any time during the twelve (12) month Severance Period are provided to Superintendent, insurance coverage shall cease following Superintendent's eligibility for insurance (e.g., Superintendent commences employment with subsequent employer on September 1, 2021, and Superintendent is eligible for insurance October 1, 2021; District insurance coverage terminates October 1, 2021.)

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 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 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 VI BOARD/SUPERINTENDENT COMMUNICATIONS

Board members, individually and collectively, shall promptly refer to the Superintendent all significant criticisms, complaints and suggestions called to their attention relative to the Superintendent or the District for the study, recommendation, and appropriate action of the Superintendent and shall not wait for final Board action for such communication to occur. In addition, individual Board members will not give direction to the Superintendent regarding the management of the District unless acting on behalf of the Board. The Superintendent shall advise the Board of any concerns regarding this provision. No later than June 1 of each year of this contract, the Board and the Superintendent shall meet to discuss and develop or review procedures for communication between the Board and the Superintendent.

## ARTICLE VII 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 be credited 25 working days of annual paid vacation each Contract year upon the first day of the Contract year (July 1). Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned, except that up to one (1) week for each year of service of unused vacation may be carried into the next contract year. Upon voluntary or involuntary termination of employment or expiration of the Contract, if not offered a

subsequent Contract, or retirement or resignation, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section. The daily rate of pay will be based on 260 days per year. Vacation time is to be coordinated with the Chair of the School Board in order to maintain a protocol for leadership of the School District, but such coordination shall not be unreasonably denied.

**Section 3. Holidays:** The Superintendent shall be entitled to 10 paid holidays as designated by the School Board each Contract year.

New Year's Day, January 1  
President's Day, the third Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Convention Day in October  
Thanksgiving Day, the fourth Thursday in November  
The day after Thanksgiving  
Christmas Eve Day, December 24  
Christmas Day, December 25

**Section 4. Sick Leave:** The Superintendent shall be credited thirteen (13) paid sick leave days each Contract year upon the first day of the Contract year (July 1), and such earned unused sick leave may accumulate to a maximum of 180 days. The Superintendent shall record use of sick leave in accordance with School District policies, procedures and practice. The Superintendent shall not be entitled to payment for any unused sick leave days earned and accrued upon separation of employment with the School District, whether by resignation, expiration of the contract, retirement or termination.

The Superintendent shall be permitted to use sick leave for absences necessitated by the illness of Superintendent's spouse, child (including step-child), son-in-law, daughter-in-law, parent, mother or father-in-law, brother, sister, brother or sister-in-law, grandparent, spouse's grandparent, former guardian, and any other member of the immediate family.

**Section 5. Personal Leave:** The Superintendent shall be entitled to three (3) personal leave days per year.

**Section 6. Emergency Leave:** The Superintendent may be granted paid emergency leave at the discretion of the School Board.

**Section 7. Bereavement Leave:** The Superintendent shall be granted paid bereavement leave for a death within the Superintendent's immediate or close family not to exceed five (5) days. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board Chair. Days utilized shall not be deducted from sick leave.

**Section 8. Disability:** If the Superintendent is unable to perform his 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 one-hundred (100) percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

**Section 9. Medical Leave:** The Superintendent and School Board agree to incorporate by reference and be bound by the provision of Minnesota Statute § 122A.40 Subd. 12 relating to suspension and leave of absence for health reasons.



Procedure: 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 Minnesota Statute § 122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one (1) 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 medical provider 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 provides, but the Superintendent shall pay to the school District the entire premium for such program as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one (1) full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence wo which the Superintendent might otherwise be entitled pursuant to Minnesota Statute § 122A.40, Subd. 12

Section 10. Jury Service: The Superintendent will receive his contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the school District, surrendered to the School District.

Section 11. Workers' 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 12. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 13. 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 11. 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 VIII INSURANCE

Section 1. Health and Hospitalization and Dental Insurance: The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans at the expense of the School District.

Health Reimbursement Arrangement: The School District will contribute \$6,000 into the Superintendent's HRA account for each contract year. The HRA annual contributions will be pro-rated monthly and will be made the first of each month. Administrative fees allocable to individual accounts shall be paid from the account. All accrued HRA contributions shall continue to be available to Superintendent upon resignation, termination or retirement from employment.



**Section 2. 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 of \$250,000, payable to the Superintendent's named beneficiary(ies).

**Section 3. 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 4. Liability Insurance:** The School District shall provide, at its own expense, liability insurance naming the Superintendent as an insurance, along with the School District, in an amount no less than that which is required by law for the School District.

**Section 5. Eligibility:** 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 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 IX OTHER BENEFITS

**Section 1. Transition Services:** Up to 8 days of compensatory time for services provided prior to July 1, 2020 for the purposes of transition. Compensatory time is to be used during the course of this Agreement. Compensatory time not used during the course of this Agreement shall not accrue upon the expiration of this Agreement.

**Section 2. Relocation:** The District agrees to pay Superintendent \$7,500 for such actual, reasonable and necessary moving expenses incurred relocating to the Duluth, Minnesota area.

**Section 3. 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 make an employer contribution for the benefit of Superintendent to such plan in the sum of \$10,000 for each of the 2020-2023 Contract year. The District shall make such contribution and the contribution shall be accrued by Superintendent in equal monthly installments.

**Section 4. Vehicle:** The School District reimburse the Superintendent for business use of their private vehicle consistent with School District Policy #3135 and pursuant to M.S. 471.665, Subd. 1.

**Section 5. 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 expense statements to be processed and approved as provided by School Board policy and law.

**Section 6. Technology:** The District shall provide the Superintendent with the technology the District deems necessary for the Superintendent to carry out his duties pursuant to this Contract, including technology for his office and home office. The School District shall provide the Superintendent with a monthly allowance of \$75.00 for use of the Superintendent's mobile phone and home internet services.



Alternatively, at the Superintendent's option, the Superintendent may be provided with a School District paid mobile phone if the Superintendent reimburses the School District \$10.00 for personal use. The Superintendent, at his discretion, may decline the cellular phone benefit, in its entirety, by providing a written notice to Human Resources of his decision to not participate in this benefit. No other compensation will be paid in lieu of declining said benefit.

Section 7. Continuing Education: The School District shall reimburse Superintendent for expenses related to obtaining a Doctoral Degree in Education, including but not limited to, tuition, text books and related fees. Reimbursement will be limited to a maximum of \$5,000 per year, not to exceed \$15,000 for the duration of this contract.

## ARTICLE X Compensation

Salary: The Superintendent shall be paid an annual salary of \$187,500 for the 2020-2021 Contract year, \$191,250 for the 2021-2022 Contract year and \$195,750 for the 2022-2023 Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in twenty-six (26) equal installments during the Contract year.

## ARTICLE XI 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, he 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 superintendency. 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 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. 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.

Section 4. Medical Examination: The Superintendent shall have a comprehensive medical examination not less than once every two 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.

## ARTICLE XII EVALUATE PERFORMANCE

**Section 1. Annual Performance Goals:** The development of District goals should be the result of teamwork between the Board and Superintendent. Although the Board has responsibility for setting goals for the District, it is entirely appropriate for the Superintendent to make recommendations and for the Board to consider the Superintendent's recommendations regarding the District's goals. Once the Board agrees upon the District's goals, it is the Superintendent's responsibility to implement them and the Board's responsibility to support such implementation. To maintain a compatible working relationship, at least annually, the Board and the Superintendent should review and evaluate the District's goals and revise them accordingly.

**Section 2. Evaluation of Performance:** The Board shall evaluate and assess in writing, the performance of the Superintendent at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

Prior to the Board conducting the Superintendent's evaluation, the Superintendent shall provide the Board a self-appraisal. The Board shall take this self-appraisal into account in conducting its evaluation.

The evaluation instrument should be cooperatively developed and reviewed in advance of the evaluation so that both the Board and the Superintendent can prepare for and benefit from the evaluation process. If at some point the Board decides to modify the evaluation instrument or evaluation process and such modification(s) would require new or different performance expectations, the Superintendent should be allowed a reasonable time to demonstrate compliance with such new or different expectations before being evaluated.

While individual opinions may be expressed in the evaluation process, the final written record of performance evaluations shall include only narrative statements or opinions endorsed by a majority of the Board. The written evaluation shall be considered confidential to the extent permitted by law.

To the greatest extent possible, members of the Board agree to bring specific issues and concerns to the Superintendent as soon as possible rather than initiating discussion about such specific issues and concerns during the evaluation process.

Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law.

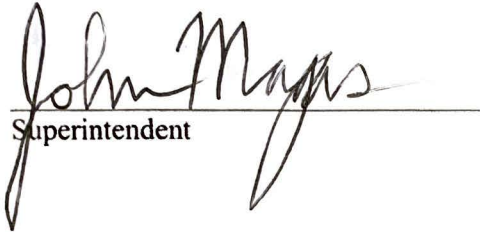
Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.




ARTICLE XIII  
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 21st day of April, 2020.

  
\_\_\_\_\_  
Superintendent

IN WITNESS WHEREOF, we have subscribed  
our signatures this 21st day of April, 2020.

  
\_\_\_\_\_  
School Board Chair

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