

SUPERINTENDENT CONTRACT

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No.51, Foley, Minnesota, hereinafter referred to as the School District, and Daniel Posthumus 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 for Superintendent Services is entered into between the School District and the Superintendent in conformance with and governed by Minnesota Statutes 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, 2025, and ending on June 30, 2028. 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 Minnesota Statutes 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 Minnesota Statutes 122A.40, Subd. 9 and Subd. 13, but, except for purposes of describing grounds for discharge, the provisions of Minnesota Statutes 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 Minnesota Statutes 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 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: The Superintendent bears the responsibility in this Contract for reasonably notifying 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 5. 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 before the end of this Contract. This action will 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 will 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.

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 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.

I.
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 25 working days of annual paid vacation each Contract year, July 1 to June 30. The Superintendent may carryover 15 days of unused vacation per year not to exceed forty-five (45) days. The Superintendent will not use vacation during any staff development / in-service days. If the Superintendent has unused vacation days from this annual allotment at the end of a contract year, the Superintendent may request a day's pay for each unused vacation day up to a maximum of thirty-five (35) days. Such pay, if any, will be based upon the Superintendent's daily rate of pay, which shall be determined by dividing the Superintendent's applicable salary as stated in Article IX divided by 260 days. Upon voluntary termination of employment, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to provisions of this section, up to a maximum of thirty-five (35) days; 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 14 paid holidays as designated by the School Board each Contract year. ((New Years Day, President Day, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, two floating holidays)

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 12 day(s) each working year, and earned sick leave may accumulate to a maximum of 90 days. Sick leave shall be allowed whenever the Superintendent's absence is found to have been due to the illness and/or injury of the Superintendent, or the Superintendent's immediate family. "Immediate Family" is defined as the Superintendent's child, adult child, spouse or registered domestic partner, sibling, parent, parent-in-law, grandchild, grandparent, and all similar relationships that are preceded with "step" or "foster." 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 provisions of this section; however, if the Superintendent is involuntarily terminated, the Superintendent shall not be entitled to unused earned and accrued sick leave days.

Section 5. Earned Sick and Safe Time (ESST): The Superintendent shall earn, use, and accumulate ESST in conformance with the School District's Employment Policies and Minnesota Statutes 181.9445 – 181.9448.

Section 6. Workers' Compensation: Pursuant to Minnesota Statutes 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 7. Bereavement Leave: A leave of absence without loss of pay not to exceed five (5) days shall be granted for death or in the immediate family, provided however, that under very unusual circumstances the Board Chair may, at his/her discretion, grant a reasonable extension of such leave of absence. Such leave of absence shall be deducted from the employee's accumulated sick leave. The immediate family shall be defined as including the employee's spouse, children, grandchildren, and the employee's and/or spouse's father, mother, grandparents, brother, sister, daughter-in-law, son-in-law or relative residing in the same household. A leave of absence without loss of pay not to exceed five (5) days may be granted by the Board Chair for the death of someone whom the Superintendent has a close relationship who is not included within the definition of "immediate family". Under very unusual circumstances the Board Chair may, at his/her discretion, grant a reasonable extension of such leave of absence. Such leave of absence shall be deducted from the Superintendent's accumulated sick leave.

Section 8. Emergency Leave: The Superintendent may be granted paid emergency leave at the discretion of the School Board.

Section 9. 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 10. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 11. Medical Leave: The Superintendent may be placed on a leave of absence for health reasons pursuant to the procedures outlined in Minnesota Statutes 122A.40, Subd. 12.

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 paid leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII INSURANCE

Section 1. 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 \$26,000 for 2025-2026, \$27,820 for 2026-2027, and \$29,764 for 2027-2028 toward the premium for such insurance. The balance of the premium shall be paid by the Superintendent through payroll deduction.

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 \$200,000 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. 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 5. 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. Vehicle: The School District shall reimburse the Superintendent for all business-related mileage driven using their personal vehicle at the current standard mileage rate established by the Internal Revenue Service (IRS), which is currently \$.70 per mile per mile. pursuant to Minnesota Statutes 471.665, Subd. 1 as allowed by Internal Revenue Service guidelines.

ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$158,000 for the 2025-2026 Contract year, \$160,000 for the 2026- 2027 Contract year, and \$163,000 for the 2027-2028 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 equal installments during the Contract year.

ARTICLE X EVALUATE PERFORMANCE

The School Board shall oversee, direct, and evaluate Superintendent's performance based on annually mutually agreed upon goals and/or evaluation tools on an annual basis.

ARTICLE XI OTHER PROVISIONS

1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may 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.

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 Minnesota Statutes 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 Minnesota Statutes 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.

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.

4. Other Applicable Provisions:

Subd. 1. 403(b) Match Program

The employee may elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. The District matching contribution to the employee participating in the 403(b) annuity matching program shall be a maximum of \$6,000 for 2025-2026, \$6,500 for 2026-2027 and \$7,000 for 2027-2028 contract years.

Death of an employee Participant: If an employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Applicable Laws: The 403(b) annuity matching program of independent School District No. 51 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S.C. 403(b).

Subd. 2 The District shall pay a one-time moving stipend of \$3,500 to the Superintendent.

II.
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
_____, 2025.

IN WITNESS WHEREOF, I have
subscribed my signature this ____ day of
_____, 2025.

Daniel Posthumus

Superintendent

School Board Chair

School Board Clerk