

INTERIM SUPERINTENDENT EMPLOYMENT CONTRACT

This Interim Superintendent Employment Agreement ("Agreement") is entered into between the School Board of Independent District No. 273, Edina Public Schools ("District"), and Dr. Daniel Bittman ("Interim Superintendent"), a legally qualified and licensed superintendent who agrees to perform the duties of Interim Superintendent of the District.

I. LICENSURE AND DUTIES

- A. The Interim Superintendent must hold throughout the life of this Agreement a valid and appropriate license to perform duties as a superintendent in the State of Minnesota.
- B. The Interim Superintendent has charge of the administration of the schools and district under the direction of the School Board. The Interim Superintendent is the chief executive officer of the District. As its chief executive officer, the Superintendent's duties include, but are not limited to: (1) directing and assigning all district employees under the Superintendent's supervision; (2) selecting, and structuring the administrative and supervisory employees, including instructional and operational, as best serves the District, subject to the approval of the School Board; (3) suggesting district policies to the School Board; (4) serving as an ex-officio member of the School Board and a member on all School Board committees; (5) providing administrative recommendations on items before the School Board and its committees; (6) performing all duties incident to the office of the Superintendent; and (7) other duties as prescribed by the School Board. The Interim Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings.
- C. The Interim Superintendent must comply with all state laws, federal laws, and district policies, as established by the entity and as may be established or amended by the entity.
- D. Attendance is an essential job function of the position of superintendent.
- E. The position of superintendent has exempt status under the Fair Labor Standards Act.

II. DURATION, EXPIRATION, TERMINATION, AND CONTINGENCY

- A. **Term.** This Agreement is for a term of one year and ten weeks, commencing April 21, 2025, and ending June 30, 2026, pending the search for and hiring of a permanent Superintendent.
- B. **Expiration.** This Agreement expires at the end of the term specified in Paragraph A hereof. At the conclusion of its term, neither party has any further claim against the other, and the District's employment of the Interim Superintendent ceases, unless a subsequent Agreement is entered into by the parties, in accordance with Minnesota law.

C. Termination during the Term of the Agreement.

1. **Termination for Cause.** The Interim Superintendent's employment may be terminated during the term of this Agreement only for cause, as defined in Minn. Stat. § 122A.40, subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minn. Stat. § 122A.40 are not applicable to the Interim Superintendent's contract, except as required therein. If the School Board proposes to terminate the Interim Superintendent during the Agreement term for cause as described in Minn. Stat. § 122A.40, subds. 9 or 13, it shall notify the Interim Superintendent in writing of the proposed grounds for termination. The Interim Superintendent shall be entitled to a hearing before an arbitrator, providing the Interim Superintendent makes such a request in writing within 15 calendar days after receipt of the written notice of the proposed termination. In such event, the parties will jointly petition the Bureau of Mediation Services ("BMS") for a list of 5 arbitrators. The parties select the arbitrator through the normal striking process as provided by BMS rules. The arbitrator conducts the hearing under normal arbitration procedure rules and issues a written decision. The arbitrator's decision is final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Interim Superintendent may be suspended with or without pay pending final determination by the arbitrator. If the Interim Superintendent fails to request a hearing as provided herein within the 15-calendar day period, it shall be deemed by acquiescence by the Interim Superintendent 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 Interim Superintendent has no further claim or recourse.
2. **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual consent by both the School Board and the Interim Superintendent.

III. LEAVES, VACATION AND DUTY YEAR

- A. **Duty Year.** The Interim Superintendent's duty year is for the twelve-month duty year. The Interim Superintendent performs services on those legal holidays on which the District is authorized to conduct school/business if the School Board so determines. The Interim Superintendent remains on duty during any emergency, natural or unnatural, unless otherwise excused by the Chairperson of the School Board.
- B. **Holidays.** The Interim Superintendent is entitled to those paid holidays each contract year as designated by the School Board, except as modified by Paragraph A hereof.
- C. **Vacation.** The Interim Superintendent is entitled to use 25 days as paid vacation during each year of the Agreement. The Interim Superintendent will request approval of vacation days by the Chairperson of the School Board and record vacation in accordance with District practices. The Interim Superintendent may carry a maximum of 10 days of

unused vacation forward into the first 6 months of the next contract year. At no time will the Interim Superintendent's vacation balance exceed 35 days. At the conclusion of the Interim Superintendent's employment with the District, the District will pay the Interim Superintendent for earned, unused vacation days, not to exceed 30 vacation days, at the Interim Superintendent's daily rate of pay. Calculation of the daily rate of pay for the purposes of vacation payout is determined by dividing the Interim Superintendent's base yearly salary by the divisor of 229.

D. **Basic Leave Allowance.** The Interim Superintendent receives an annual paid basic leave allowance of 15 days per contract year. Basic leave days may be used for the Interim Superintendent's illness or injury, or other reasons enumerated below. Unused basic leave days are allowed to accumulate to a maximum of 60 days. Upon the conclusion of the Interim Superintendent's employment for any reason, accrued and unused basic leave days are forfeited by the Interim Superintendent and are not paid out by the District. The Interim Superintendent will request approval of basic leave days by the Chairperson of the School Board and record basic leave in accordance with District practices.

1. **Family Illness and Bereavement Leave.** The Interim Superintendent may use basic leave allowance provided for absences due to an illness or injury to the Interim Superintendent's dependent child ("child") for reasonable periods as the Interim Superintendent's attendance with the child may be necessary, on the same terms the Interim Superintendent is able to use accumulated basic leave allowance for the Interim Superintendent's own illness or injury. For absence because of illness in the family, the Interim Superintendent may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction. For absence because of death in the family, the Interim Superintendent may deduct a reasonable number of days per incident from accumulated leave at no salary deduction. For absence because of the death of friends or relatives outside the family, the Interim Superintendent may deduct a reasonable number of days from accumulated basic leave at no salary deduction. Reasonability is determined by the School Board in consultation with the Interim Superintendent.

2. **Personal Business Leave.** For absence required for the transaction of personal business that cannot be completed outside normal work hours, up to four days during a duty year may be deducted from accumulated basic leave. Requests for personal business leave must be submitted to the Chairperson of the School Board in writing at least three duty days in advance, except in cases of extreme emergency.

E. **Medical/Disability Leave.** The Interim Superintendent may be eligible for an unpaid leave of absence pursuant to federal and state law, including the Family and Medical Leave Act ("FMLA"), the Minnesota Parenting Leave Act ("MPLA"), and the Americans with Disabilities Act ("ADA").

- F. **Jury Duty.** If the Interim Superintendent is called for jury duty, the Interim Superintendent will be compensated for the difference between regular pay and pay received for the performance of such obligation.
- G. **Workers Compensation.** In accordance with Minnesota Statutes, Chapter 176, if the Interim Superintendent is injured while performing duties for the District and qualifies for workers' compensation benefits, the Interim Superintendent may draw from accumulated basic leave in order to make up the difference between the Interim Superintendent's regular salary and the workers' compensation insurance payments the Interim Superintendent receives. The District will continue to provide benefits during the period of the Interim Superintendent's receipt of worker's compensation benefits as were provided prior to the worker's compensation benefit.
- H. **Military Leave.** Military leave shall be granted pursuant to applicable law.
- I. **Emergency Leave.** Emergency leave may be granted at the discretion of the School Board.

IV. INSURANCE BENEFITS

The District provides its employees, including its Interim Superintendent, with health and welfare benefits as described below. It is understood that the provisions described are general statements of the coverages provided and that the eligibility of the Interim Superintendent for benefits is governed by the terms of the master insurance contracts between the District and the insurers providing coverage.

- A. **Health Insurance.** The District will provide the Interim Superintendent with full reimbursement for family coverage health insurance. At the discretion of the Interim Superintendent, such premium contributions may be elected in the form of salary compensation.
- B. **Dental Insurance.** The District will fully reimburse the Interim Superintendent for family coverage dental insurance. At the discretion of the Interim Superintendent, such premium contributions may be elected in the form of salary compensation.
- C. **Life Insurance Benefit.** The Interim Superintendent is eligible for basic group term life insurance coverage in whole thousands to an amount equal to three times the whole number of thousands of the Interim Superintendent's basic annual salary. The District pays the entire premium for this coverage.
- D. **Income Protection Insurance.** The District will provide the Interim Superintendent coverage under the District's income protection plan, at the expense of the District. If the Interim Superintendent is receiving income protection insurance benefits, the Interim Superintendent remains eligible for the District contribution for hospitalization-medical insurance and dental insurance.

- E. **Claims Against the District.** The District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the District as a result of denial of insurance benefits by an insurer if the District has purchased the policies and paid the premiums described in this article.

V. OTHER BENEFITS

Tax-Deferred Matching Contribution Plan, 403(b) Contribution. The District will make contributions to the Interim Superintendent's 403(b) deferred compensation plan in the form of a dollar-for-dollar match to the Superintendent's elective contribution, up to a maximum of \$6740 per each duty year. Participation in any 403(b) plan is pursuant to District practices and subject to plan restrictions, the Internal Revenue Code, and other applicable state and federal laws, and the Interim Superintendent has the sole responsibility for compliance. At the discretion of the Interim Superintendent, such contributions may be elected in the form of salary compensation.

A. Post-Retirement Health Care; Contribution to Health Reimbursement Account ("HRA").

1. The District makes an annual contribution into an HRA in accordance with Schedule A for the first 10 years of District's employment, with a maximum total District contribution of up to \$90,000 throughout the Interim Superintendent's career with the District.
2. The District's contribution to the HRA vests with the Interim Superintendent on June 30, 2026. Upon the Interim Superintendent's departure from the District, contributions not vested revert back to the District.
3. The District retains control of any HRA contributions on behalf of the Interim Superintendent until those funds have vested. The District remains responsible to invest any funds and pay associated fees until the funds vest with the Interim Superintendent, at which point those responsibilities are transferred to the Interim Superintendent.
4. The District deposits the below noted contribution into the Interim Superintendent's HRA by June 30 of the completed year of service.

Schedule A	
Year 1	\$2,500
Year 2	\$2,500
Year 3	\$2,500
Year 4	\$2,500

Year 5	\$5,000
Year 6	\$5,000
Year 7	\$10,000
Year 8	\$15,000
Year 9	\$20,000
Year 10	\$25,000

5. The District makes no contributions to the HRA after the Interim Superintendent ceases to be employed by the District.
 6. At the discretion of the Interim Superintendent, such contributions may be elected in the form of salary compensation.
- B. Professional and Civic Organizations.** The District recognizes the importance of the Interim Superintendent's attendance and participation in professional growth and outreach. The Interim Superintendent is encouraged to regularly attend appropriate professional meetings at the local, state, and national level as required, and consistent with the adopted budget.
- C. Auto Allowance.** The District pays the Interim Superintendent a monthly allowance of \$800 for the use of the Interim Superintendent's personal automobile in the performance of the Interim Superintendent's duties in the position of Superintendent, pursuant to the Minn. Stat. § 471.665, subd. 3.
- D. Outside Activities.** While the Interim Superintendent will devote full time and due diligence to the affairs and the activities of the District, the Interim 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 Interim Superintendent's ability to perform the duties of the superintendent.
- E. Indemnification and Provision of Counsel.** In the event that an action is brought or a claim is made against the Interim Superintendent arising out of or in connection with the Interim Superintendent's employment, and the Interim Superintendent is acting within the scope of employment, the District will defend and indemnify the Interim Superintendent to the extent provided by law. Indemnification, as provided in this section, does not apply in the case of malfeasance in office, willful neglect of duty, or bad faith. The District's obligation to defend and indemnify the Interim Superintendent is subject to the limitations stated in Minnesota Statutes, Chapter 466 and its interpretations.
- F. Dues.** The Interim Superintendent is encouraged to belong to and participate in 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 Interim Superintendent shall present appropriate statements for approval.

VI. SALARY

The District will pay the Interim Superintendent a gross annual salary of \$259,171 for the 2025-2026 school year. This annual salary may be modified by action of the School Board, but not reduced, during the term of the Agreement. The salary is paid in accordance with the District's payroll practices in equal installments throughout the year. From April 21st, 2025-June 30th, 2025, all compensation included in this contract will be prorated based on July 1st, 2025.

VII. EVALUATION

The Interim Superintendent's performance shall be evaluated after six months of employment. Additionally, should the Interim Superintendent continue to serve beyond the 2025-2026 school year, a twelve-month evaluation may be conducted upon mutual agreement of the parties.


VIII. ENTIRE AGREEMENT, WAIVER, AND SEVERABILITY

This Agreement constitutes the entire agreement between the School Board and Interim Superintendent relating to the District's employment of the Interim Superintendent. Neither party has relied upon any statement or promises that are not set forth in this document. This Agreement supersedes any and all prior agreements between the parties. The Interim Superintendent understands and agrees that any handbooks, manuals, policies, or procedures created by the District do not create an express or implied contract between the District and the Interim Superintendent. No waiver of modification of any provision of this Agreement will be valid unless they are made in writing and executed by both parties.

The District and Interim Superintendent intend that the benefits described within the Agreement comply with existing federal and state law. If the District or Interim Superintendent believes that any such benefit does not so comply, it will promptly advise the other party and will negotiate in good faith to amend the terms of such benefit to ensure legal compliance. If any provision of the Agreement is held to be legally invalid, the remainder of the Agreement will not be affected thereby and will remain in full force and effect.

In Witness Whereof, Edina Public School District, Independent School District 273, and Dr. Daniel Bittman, have executed this contract on the respective dates set forth below.

For Interim Superintendent


Dr. Daniel Bittman

3/20/2025
Date

For Independent School District 273


School Board Chair

3/20/25
Date