

Red Wing Public Schools

2451 Eagle Ridge Drive Red Wing, MN 55066

Superintendent

Terms and Conditions of Employment

7/1/2024 - 6/30/2027

Article 1: Purpose

This Contract is entered into between Independent School District No. 256, Red Wing, Minnesota, hereinafter referred to as the School District, and Robert Jaszczak, 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 2: 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 3: 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 4: Duration, Expiration, Termination, Mutual Consent & Contingency

Section 4.1: Duration

This Contract is for a term of three years commencing on July 1, 2024, and ending on June 30, 2027. 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 4.2: 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 4.3: 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 4.4: 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 4.5: 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 4.6: Mutual Consent

This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 4.7: 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 5: 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 6: Duty Year and Leaves of Absence

Section 6.1: 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 6.2: Vacation

The Superintendent shall earn twenty-four (24) working days 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. At the end of each fiscal year, the Superintendent shall be entitled to

payment for up to six (6) unused vacation days at the daily rate of pay. Requests for reimbursement of unused vacation must be made to the Payroll Coordinator by July 1st. 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 during the final year of employment in the district; however, if the Superintendent is involuntarily terminated, the Superintendent shall not be entitled to unused earned and accrued vacation days.

Section 6.3: Holidays

The Superintendent shall be entitled to ten (10) paid holidays each Contract year. These paid holidays are: New Year's Eve Day, New Year's Day, Memorial Day, Juneteenth, 4th of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, and Christmas Day.

Section 6.4: Disability/Illness Leave

The Superintendent shall earn paid disability/illness leave for absences from work necessitated by illness or injury.

Subd.1. The Superintendent will earn one (1) day of disability/illness leave per each full month of employment up to a maximum of 200 days. If an employee does not work full-time, the disability/illness leave per month will be prorated.

Subd.2. Disability/illness leave may be used for serious illness in the Superintendent's immediate family, which is defined as the Superintendent, spouse, and the following related to either: child, parent, brother, sister, grandparents, grandchildren, or domestic partner.

Subd.3. The Superintendent shall not be entitled to payment for any unused disability/illness leave days earned and accrued pursuant to the provisions of this section.

Section 6.5: 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 6.6: 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 6.7: Bereavement Leave

Subd.1. A maximum of four (4) days of bereavement leave will be granted to each Employee at the time of death of a member of the Employee's immediate family, which is defined as the Employee, his or her spouse, and the following related to either: child, parent, brother, sister, niece, nephew, grandparents, grandchildren, or domestic partner.

Subd.2. In those cases when more than four (4) days are necessary because of distance, arrangements, legal involvements, or extraordinary circumstances, up to an additional six (6) days of bereavement leave may be granted. These days will be deducted from the Superintendent's accumulated disability/illness leave and/or vacation. Approval/denial of such leave requests shall be at the sole discretion of the School Board Chair.

Subd.3. Bereavement leave may be granted to attend a funeral of other close relatives or friends as determined in special situations. These days will be deducted from the Employee's accumulated disability/illness leave and/or vacation. Approval/denial of such leave requests shall be at the sole discretion of the School Board Chair.

Section 6.8: Emergency Leave

The Superintendent may be granted paid emergency leave at the discretion of the School Board.

Section 6.9 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 6.10: Military Leave

Military leave shall be granted pursuant to applicable law.

Section 6.11: Disability

If the Superintendent is unable to perform their regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration.

Section 6.12: 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 6.13: 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 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 7: Insurance

Section 7.1: Eligibility

Subd.1. The Superintendent must be scheduled to work at least 30 hours per week in order to be eligible for full benefits outlined in this article. The number of hours includes hours assigned in all regular positions within the School District. Other Employees are not eligible for the benefits outlined in this article.

Subd.2. The eligibility of the Superintendent and his/her 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 7.2: Health and Hospitalization Insurance—Single Coverage

The School District shall contribute \$675 per month toward the premium cost for individual coverage for each full-time Superintendent employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. The School District contribution can be made toward either the \$3000 or \$5000 single plan. If the School District contribution(s) exceed premium costs, no reimbursement will be made to the Superintendent . Any additional cost of the premium shall be borne by the Superintendent and paid by payroll deduction.

Section 6.3: Health and Hospitalization Insurance—Family Coverage

The School District shall contribute \$1650 per month toward the premium cost for family coverage for each full-time Superintendent employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. The School District contribution can be made toward either the \$6000 or \$10,000 single plan. If the School District contribution(s) exceed premium costs, no reimbursement will be made to the Superintendent. Any additional cost of the premium shall be borne by the Superintendent and paid by payroll deduction.

Section 6.4: Health Reimbursement Account (HRA) / Voluntary Employee Beneficiary Association (VEBA) Contributions

Subd.1. The full-time Superintendent covered by a single or family School District high-deductible health and hospitalization insurance plan will receive a \$75/month School District contribution paid on a monthly basis toward his/her HRA/VEBA plan.

Subd.2. Additional contributions of wellness incentives not to exceed \$900/year (in \$300 increments) to the HRA/VEBA will be granted if the Superintendent meets requirements outlined in plan specifications. These wellness incentives will be paid to the HRA/VEBA plan as earned.

Subd.3. No HRA/VEBA contribution shall exceed IRS eligibility limits in a year; if the limit is reached, the remaining potential School District contribution shall be waived for the remainder of the year.

Subd.4. Each Superintendent becomes vested in the HRA/VEBA plan upon the School District's first payment into his/her HRA/VEBA plan.

Section 6.5: Dental Insurance

The School District shall provide, at its own expense, a single base dental plan for the Superintendent. Employees may purchase additional coverage at their own expense.

Section 6.6: Life Insurance

The School District shall provide, at its own expense, term life insurance for the Employee under the School District's group term life insurance plan in the amount of \$50,000, payable to the Superintendent's named beneficiary(ies). The Superintendent may purchase additional coverage at their own expense.

Section 6.7. 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 if the Superintendent works at least 600 hours per year.

Section 6.8. 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.

Section 6.9. School-Sponsored Health Services

At its sole discretion, the School District may provide school sponsored health services for Employees and their dependents who are insured through the School District. The School District shall determine the types and specifications for services, if any.

Article 7: Other Benefits

Section 7.1: 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, Minnesota Statutes 123B.02, Subd. 15., School District policy, and as otherwise provided by law.

Section 7.2: Vehicle

The School District shall provide the Superintendent with a monthly allowance of \$150 for business use of the Superintendent's private vehicle pursuant to Minnesota Statutes 471.665, Subd. 3 as allowed by Internal Revenue Service guidelines.

Section 7.3: 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 expense statements to be processed and approved as provided by School Board policy and law.

Article 8: Salary

The Superintendent shall be paid an annual salary of \$162,000 for the 2024-2025 Contract year, \$166,000 for the 2025-2026 Contract year, and \$170,000 for the 2026-2027 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 24 equal installments during the Contract year.

Article 9: Evaluation of Performance

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

Article 10: Other Provisions

Section 10.1: 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.

Section 10.2: 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.

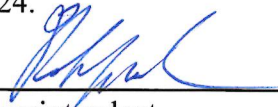
Section 10.3: Dues

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.

Article 11: 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 24th day of April, 2024.



Superintendent

IN WITNESS WHEREOF, I have subscribed my signature this ____ day of _____, 2024.

School Board Chair

School Board Clerk