

# **SUPERINTENDENT CONTRACT 2026-2029**

## **ARTICLE I**

### **PURPOSE**

**Section 1. Parties.** This Contract is entered into between Independent School District No. 485, Royalton, Minnesota, hereinafter referred to as the School District, and Wayne LePard, 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**

**Section 1. Statute.** This Contract is entered into between the School District and the Superintendent in conformance with M.S. 123B.143.

## **ARTICLE III**

### **LICENSE**

**Section 1. Appropriate Licensure.** 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**

### **DURATIONS, 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, **2026**, and ending on June 30, **2029**. 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., 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 an 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 the 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, they 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 the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

## **ARTICLE V**

### **DUTIES**

**Section 1. Statute.** 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; 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**

### **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 the School Board administrative policy.

**Section 2. Vacation.** The Superintendent shall earn 25 working days of annual paid vacation each Contract year with the option of rolling over 12 days of vacation per year, not to exceed a total of 37 days.

**Subd. 1. Vacation Payout.** At the end of the year, the Superintendent shall be entitled to payment for up to 5 vacation days earned and accrued pursuant to the provisions of this section at the daily rate of pay in effect at the end of the contract; however, if the Superintendent is involuntarily terminated, they shall not be entitled to unused earned and accrued vacation days.

**Subd. 2. Voluntary Termination.** Upon voluntary termination of employment or retirement, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section at the daily rate of pay in effect at the time of voluntary termination; however, if the Superintendent is involuntarily terminated, they shall not be entitled to unused earned and accrued vacation days.

Whenever used in this Contract, the phrase “daily rate of pay” shall refer to a number achieved by dividing the Superintendent’s annual base salary, as specified in Article IX, by 260 days.

**Section 3. Personal-Flex Day.** Two (2) times per year, the Superintendent may elect to convert three (3) sick leave days to one (1) flex day for a total accumulation of two (2) personal-flex days that may be used in the same manner as a personal day. Unused personal-flex days will be paid out at the Superintendent’s daily rate of pay and be deposited into either the Superintendent’s choice of their 403B or Heath Savings Account.

**Section 4. Holidays.** The Superintendent shall be entitled to 11 paid holidays as designated by the School Board each Contract year. .

- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve Day
- New Year’s Day
- Good Friday
- Memorial Day
- Juneteenth

**Section 5. Sick Leave.** The Superintendent shall earn sick leave at the rate of fifteen (15) days for each year of service while employed by the School District. The fifteen (15) days shall be made available to the Superintendent at the beginning of the school year but shall be earned at the rate of 1 2/5 days per month from August through June. The Superintendent shall earn paid sick leave at the rate of 1.25 days each working month, and earned sick leave may accumulate to a maximum of 120 days.

**Subd.1. Sick Leave Payout.** Upon voluntary termination of employment or retirement, the Superintendent shall be entitled to payment for 50% of any unused sick leave days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, they shall not be entitled to unused earned and accrued sick leave days.

**Section 6. 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 7. 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 not be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse or domestic partner, child/stepchild, parent/step-parent, grand-parent, brother, sister, or the Superintendent's spouse or domestic partner's child/stepchild, parent/step-parent, grand-parent, brother, sister, or other relative who was living in the same household as the Superintendent.

**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.** Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a 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 5 above or supplemented by sick leave pursuant to Section 6 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 will pay 100% of the premium for family coverage. The Superintendent is responsible for any additional costs (deductibles, co-pays, etc.). If the Superintendent decides to use single insurance coverage, then any remaining family insurance coverage dollar value after full payment of single premiums shall be paid into the Superintendent's choice of Health Savings Account and/or school district 403b account.

**Section. 2. Health Savings Account.** The School District will contribute \$3000 annually to the School Districts designated HSA provider. This amount is separate from the health and hospitalization insurance dollar amount.

**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 of \$100,000.00 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 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. Errors and Omissions Liability Coverage.** The School District shall provide error & omissions liability insurance naming the Superintendent as an insured, in an amount not less than that which is required by law for the School District.

**Section 7. 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 will contribute \$3000 annually to an approved Tax-Sheltered Annuity upon matching employee contribution. **This amount is separate from the health and hospitalization insurance dollar amount.**

**Section 2. Vehicle.** The School District shall reimburse the Superintendent for business use of their private vehicle. The reimbursement will be on a per mile basis, at the rate established and published by the IRS pursuant to M.S. 471.665, Subd. 1. The Superintendent must provide written documentation on the mileage reimbursement requested.

**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, and authorized by the School Board. The Superintendent shall report to the School Board relative to all meetings and conferences attended at the next regular school board meeting. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

**Section 4. Professional Development.** The School District shall provide reimbursement, in an amount not to exceed \$250.00 in each year of the contract, for the purchase of career related publications. The Superintendent must provide receipts for the reimbursement requested.

## ARTICLE IX

### SALARY

**Section 1. Rates of Pay.** The Superintendent's shall be paid an annual salary of:

2026-2027	\$139,050.00
2027-2028	\$143,332.50
2028-2029	\$147,519.15

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 X

### EVALUATE PERFORMANCE

**Section 1. Performance Evaluation.** The School Board shall oversee, direct, and evaluate the Superintendent's performance as the School Board sees fit. Three (3) to six (6) months prior to the expiration of this Contract, at the Superintendent's written request, the School Board shall conduct a performance evaluation of the Superintendent pursuant to M.S. 13D.05, subd.3.

## 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, they 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 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 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, permitted and approved by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

## ARTICLE XII

### SEVERABILITY

**Section 1. 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.

**By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Agreement:**

**FOR: The DISTRICT Signed this \_\_\_\_\_ day of \_\_\_\_\_**

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

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

**FOR: The EXCLUSIVE REPRESENTATIVE Signed this \_\_\_\_\_ day of \_\_\_\_\_**

\_\_\_\_\_  
Superintendent