

SUPERINTENDENT CONTRACT

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 709, Duluth, Minnesota, hereinafter referred to as the "School District," and John Magas, 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 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, 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. 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 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 Statute: § 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 Statute: § 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of Minnesota Statute: § 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 Statute: § 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 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 a 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.

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 may 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 earn 25 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, except that up to seven (7) days of unused vacation for each year of service may be carried into the next contract year and up to ten (10) days of unused vacation for each year of service may be cashed out. 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 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 vacation days.

Section 3. Holidays: The Superintendent shall be entitled to twelve (12) paid holidays as designated by the School Board each Contract year. Those holidays currently are:

New Year's Day, January 1
Martin Luther King Junior Day, the third Monday in January
President's Day, the third Monday in February
Memorial Day, the last Monday in May
Juneteenth Day, June 19
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

If the School Board approves any new School District holidays in addition to those identified hereunder, the Superintendent shall receive those newly-designated holidays as paid holidays under this Contract.

Section 4. Sick Leave: The Superintendent shall earn thirteen (13) paid sick leave days each Contract year, and earned sick leave may accumulate to a maximum of 180 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.

Personal Leave: The Superintendent shall be entitled to three (3) personal leave days per year, Any unused personal leave days may not be carried over into the next Contract year.

Section 6. Workers' Compensation: Pursuant to Minn. Stat. 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.

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 family, as defined in Section 4. The time utilized shall be in an amount to be determined and after conferring with the School Board Chair. Days utilized will not be deducted from 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. 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 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 12. Medical Leave: The Superintendent may be placed on a leave of absence for health reasons pursuant to the procedures outlined in Minnesota Statute § 122A.40, Subd. 12.

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 Minn. Stat. § 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 which the Superintendent might otherwise be entitled pursuant to Minn. Stat. §122A.40, Subd. 12.

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 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 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.

Section 2. Health Reimbursement Arrangement: The School District will contribute \$6,000 into the Superintendent's Health Reimbursement Arrangement (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 the Superintendent upon resignation, termination or retirement from employment.

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 three times the annual base salary, rounded to the nearest \$1,000, 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. Liability Insurance: The School District shall provide, at its own expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount no less than that which is required by law for the School District.

Section 6. 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 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 IX 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, Minnesota Statute §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 \$17,500 for each of the 2023-2026 Contract year. The District shall make such contribution and the contribution shall be accrued by Superintendent in equal monthly installments.

Section 2. Business Expense Allowance. The School District will pay the Superintendent a Business Expense Allowance of \$500 per month payable in biweekly installments.

Section 3. Vehicle. The School District shall compensate the Superintendent for business use of the Superintendent's private vehicle for out of district travel at the rate of 72 cents per mile pursuant to Minnesota statutes 471.665, Subd.1 as allowed by Internal Revenue Service guidelines.

Section 4. 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 5. 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 \$125.00 for use of the Superintendent's mobile phone and home internet services.

Section 6. 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. Reimbursement upon obtainment will be limited to \$2,500 per year, not to exceed \$7,500 for the duration of this contract.

ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$240,000 for the 2026-2027 Contract year, \$245,000 for the 2027-2028 Contract year and \$250,000 for the 2028-2029 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 X EVALUATE PERFORMANCE

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

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, 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 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 (defines 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 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.

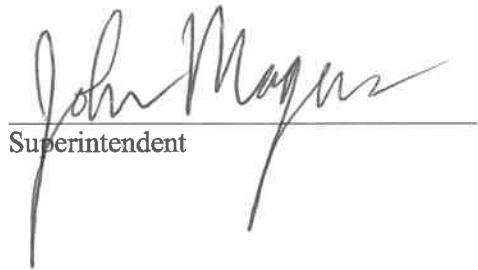
Section 4. Continuation of Health and Hospitalization and Dental Insurance: The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans at the expense of the School District upon retirement from the district until qualifying for medicare.

Section 5: Severance: At the time of voluntary severance from the School District the Superintendent will be paid 50% of the current year salary.

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 6th day of Feb, 2026.


John Mayes
Superintendent

IN WITNESS WHEREOF, we have subscribed
our signatures this 5th day of Feb, 2026.


K. Eder
School Board Chair
Sarah Lutkewitz
School Board Clerk