

# **SUPERINTENDENT CONTRACT**

## **ARTICLE I PURPOSE**

This Contract is entered into between Independent School District No. 239, Rushford, Minnesota, hereinafter referred to as the School District, and Jon Thompson 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 is entered into between the School District and the Superintendent in conformance with Minn. Stat. § 123B.143.

## **ARTICLE III LICENSURE**

The Superintendent shall furnish throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state 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 July 1, 2019 and ending June 30, 2022. 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 herein.

Section 2. Expiration: This contract shall expire at the end of the term specified in Section 1 hereof. 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 Minn. Stat. § 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 Section 122A.40, subd. 9 and subd. 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statutes Section 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 Section 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) calendar day 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. 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**

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 Board; shall direct and assign teachers and other employees of the schools 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 Board of Education. 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 12-month contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District 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 20 working days of annual paid vacation each contract year. Unused vacation must be taken within six months after the end of the contract year in which it is earned. Upon voluntary termination of employment, the Superintendent shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, he shall not be entitled to unused earned and accrued vacation days. Any payment for accrued vacation days shall be calculated based on the Superintendent's daily rate of pay as defines in Article IX, Section 2.

Section 3. Holidays: The Superintendent shall be entitled to 11 paid holidays during the term of this contract as designated by the School Board. The holidays designated are: July 4th, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day (floating Holiday if school is in session), Good Friday, Memorial Day. In addition to the 11 paid holidays, up to 5 days of additional holiday leave may be used during winter vacation.

Section 4. Sick Leave: The Superintendent shall earn twelve (12) paid sick leave days beginning of each school year, which may accumulate to a maximum of 140 days. Upon termination of employment for any reason, the Superintendent shall be entitled to payment for any unused sick days accrued and earned at a rate of \$100.00 per day pursuant to the provisions of this section.

Section 5. Emergency Leave: The Superintendent may be granted paid emergency leave during the contract year at the direction of the School Board.

Section 6. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family. "Immediate family" is defined as the Superintendent's spouse, child, parent, father-in-law, mother-in-law, brother, sister, grandchildren, legal dependents, or other relative who was living in the same household as the Superintendent. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board. Up to 3 days may be granted without being deducted from sick leave or personal leave. One day may be granted for the death of an extended family member or close personal friend. Any additional days utilized will be deducted from sick or personal leave.

Section 7. 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 8. 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 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. 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 11. 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 10. 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 and Dental Insurance: The School District shall provide the Superintendent and the Superintendent's eligible dependents with health and hospitalization insurance coverage under the District's group health and hospitalization insurance plan, and dental insurance coverage, under the School District's group plan at the expense of the School District.

In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Superintendent's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon by the parties.

Section 2. Life Insurance: The School District shall provide a group term life insurance plan providing \$100,000.00 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District. IRC section 79 provides an exclusion for the first \$50,000 of group-term life insurance coverage provided under a policy carried directly or indirectly by an employer. There are no tax consequences if the total amount of such policies does not exceed \$50,000. The imputed cost of coverage in excess of \$50,000 must be included in income, using the IRS Premium Table, and are subject to social security and Medicare taxes.

Section 3. Long Term Disability Insurance: The School District shall provide, at the School District expense, long term disability coverage for the Superintendent in the School District's group 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. 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 make contributions to the Superintendent's 403(b) plan in the form of a dollar for dollar match, up to \$5,000, in each contract year. The provisions of this section shall be administered in accordance with the District's 403(b) Plan Document.

Section 2. Vehicle: The Superintendent, whenever possible, will use a School District vehicle for school business. If no school district vehicle is available, the school district shall compensate the Superintendent for business use of his private vehicle at the IRS rate pursuant to M.S. 471.665, Subd. 1.

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 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 4. Cell Phone Stipend: The School District shall provide the Superintendent with a monthly cell phone stipend amount of \$100.00 per month.

## **ARTICLE IX SALARY**

Section 1. Annual Salary: The Superintendent shall be paid an annual salary of \$120,000 for the 2019-2020 Contract year; \$122,400 for the 2020-2021 \$124,848 for the 2020-2021 Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The salary shall be paid in 24 equal installments during each of the contract years.

Section 2. Calculation of Daily Rate: Whenever it is necessary to calculate a daily rate of pay for purposes of this Contract, such rate shall be arrived at by dividing the Superintendent's annual base salary, as provided in Article IX Section 1, by the divisor of 260 days. The calculation shall not include any other payment and/or benefits pursuant to this Contract.

**ARTICLE X  
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 serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendence. The Superintendent shall 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 his 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, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. Vandalism: The district agrees to pay the deductible up to \$250.00 for personal property damage, which can be linked to the superintendent's work or responsibility.

**ARTICLE XI  
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  
subscribed  
my signature this \_\_\_\_ day of  
\_\_\_\_\_, 2019.

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Superintendent

IN WITNESS WHEREOF, we have  
our signatures this \_\_\_\_ day of  
\_\_\_\_\_, 2019.

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School Board Chair

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School Board Clerk