

## SUPERINTENDENT'S CONTRACT

The School Board of Independent of School District No. 716, Belle Plaine, Minnesota enters into this agreement with Kelly David Smith, a legally qualified and licensed superintendent, who agrees to perform the duties of superintendent of schools of the School District.

The School District and the Superintendent agree as follows:

### I Applicable Statute:

This contract is entered into between the School District and the Superintendent in conformance with Minn. Stat. § 123B.143, Subd. 1.

### II. 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.

### III. Duration, Expiration, Termination and Mutual Consent:

#### 1. Duration.

This contract is for a term of three (3) years commencing July 1, 2013, and ending June 30, 2016. It shall remain in full force and effective unless modified by mutual consent of the School Board and the Superintendent, or unless terminated as provided herein.

#### 2. Subsequent Contract.

- a. 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 each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract; provided that if the Superintendent provides this notice after September 1, the November 1 and December 31 deadlines in subparagraphs b and e shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.
- b. 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.

- c. Request for Meeting: Within ten calendar (10) days after receipt of an intent not to renew as provided in Paragraph b hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons thereof, and ways in which any concerns of the School Board might be addressed by the parties.
- d. Meeting Between the Parties: Upon receipt of such request, the School Board shall within fifteen (15) calendar days hold a meeting with the Superintendent.
- e. 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. 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.
- f. 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 extend 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.

3. 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 M.S. § 123B.143, Subd. 1.

4. 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, Subds. 9 or 13. 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 contract term for cause as described in M.S. 122A.40, Subds. 9 or 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 within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal 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 herein with the fifteen (15) calendar day period, it shall be deemed acquiescence by the 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 Superintendent shall have no further claim or recourse.

5. Mutual Consent.

This contract may be terminated at any time by the parties by mutual consent.

IV. 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 office of the School Board; shall direct and assign teachers and other employees of the school 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.

V. Duty Year and Leaves:

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. For purposes of computing the Superintendent's daily rate of pay, the number of duty days each year shall be 238. The Superintendent shall be on duty during an emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

2. Vacation.

The Superintendent shall earn twenty-two (22) working days of annual paid vacation each contract year. Unused vacation must be taken within one year after the end of the contract year in which it is earned. Upon termination of employment, the Superintendent shall be

entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph.

3. Holidays.

The Superintendent shall be entitled to ten (10) paid holidays each contract year as designated by the School Board. Those holidays are: New Year's Day, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Eve Day and New Year's Eve Day.

4. Sick Leave.

The Superintendent shall earn paid sick leave at the rate of fifteen (15) days for each contract year, which may be accumulated to a maximum of 200 days. The Superintendent will begin this contract with a balance of 20 days of sick leave accumulated.

5. Emergency Leave.

The Superintendent may be granted paid emergency leave during the contract year at the direction of the School Board.

6. Bereavement Leave.

The Superintendent shall be granted bereavement leave for a death within the superintendent's immediate or close family. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board chair. Days utilized will not be deducted from sick leave.

7. Disability.

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to seventy-five percent (75%) of the Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.

8. Medical Leave.

- a. The Superintendent and School District agree to incorporate by reference and be bound by the provisions of M.S. 122.40, Subd. 12 relating to suspension and leave of absence for health reasons.
- b. 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 M.S. 122.40, Subd. 12,

the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one 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 physician 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 provisions, but the Superintendent shall pay the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

VI. Insurance:

1. Health and Hospitalization and Dental.

The School District shall provide the Superintendent and Superintendent's dependents with health and hospitalization and dental insurance coverage, under the School District's group plan, at the family rates specified in the applicable BPEA Master Agreement (Teacher's Contract). Family Dental coverage shall be at the School District's expense. Single coverage for health insurance shall be at the School District's expense.

2. Life Insurance.

The School District shall provide a group term life insurance plan providing \$200,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.

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.

4. Liability Insurance.

The School District shall provide, at School District expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

5. Claims Against the School District.

The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchase the policies and paid the premiums described herein.

VII. Other Benefits:

1. Tax Sheltered Annuities.

The Superintendent will be 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, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

The School District shall contribute \$2,400 to the Superintendent's annuity each year, as allowed under Minnesota Statute and matched by the Superintendent. Contributions by both parties will be evenly distributed throughout the entire contract year.

2. Automobile.

The School District shall provide the Superintendent with a monthly allowance for business use of the Superintendent's private automobile, pursuant to M.S. § 471.665, Subd. 3. The monthly allowance from July 1, 2013 – June 30, 2016 shall be \$400.

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 attendance thereof is required, directed, or permitted by the School Board. Conferences will include state and national conferences on a regular basis. 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 law.

VIII: Salary:

The Superintendent shall be paid an annual salary of \$139,050 for 2013-2014; \$143,225 for 2014-2015 and \$147,520 for 2015-2016. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in equal installments during the contract year.

IX: Other Provisions:

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 Superintendency. 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.

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 the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted 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 herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

3. Dues.

The 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 School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted, by the School Board. The School District will pay for the annual dues for one local civic organizations. The Superintendent shall present appropriate statements for approval as provided by law.

4. Medical Examination.

The Superintendent shall have a comprehensive medical examination not less than once every three years. A summary document from the physician certifying the fitness of the superintendent to perform the duties of the position shall be provided to the School Board chair. The cost of said examination not covered by the insurance program of the School District shall be paid by the School District.

5. Severance Pay.

A Superintendent who has completed a minimum of three (3) years of continuous service with the Independent School District No. 716 is eligible for severance pay when a resignation has been accepted by the School Board. Severance shall not be granted any Superintendent who has been discharged or terminated pursuant to M.S. 125.12. Severance pay shall be the Superintendent's accumulated sick leave to a maximum of forty (40) days. The severance daily rate of pay is determined by dividing the Superintendent's contract by the days worked as described in Section V-1.

6. Retirement.

- a. A Superintendent who has served as minimum of ten (10) years is eligible for retirement benefits from Independent School District No. 716. Retirement pay shall not be granted to a Superintendent who has been discharged or terminated pursuant to M.S. 125.12.
- b. In addition to Section 5 above, the Superintendent shall be eligible to receive retirement pay for unused accumulated sick leave. Eligible Superintendents shall receive up to one hundred thirty (130) days of unused accumulated sick leave at the daily rate of pay formula established.
- c. Severance and retirement pay shall be payable thirty (30) days after the Superintendent's last day of service.
- d. Superintendents who are eligible for retirement shall continue to receive family coverage for group health/hospitalization insurance, dental insurance and life insurance at District expense until age 65.

7. Advance Payments of Severance/Retirement Due.

Beginning in 2013-14, the School District will pay \$6,000 per year (paid in on a monthly basis) to the approved 403(b) plan for the Superintendent. This payment will be subtracted from Severance/Retirement compensation that is currently obligated for the superintendent based on current contract language.

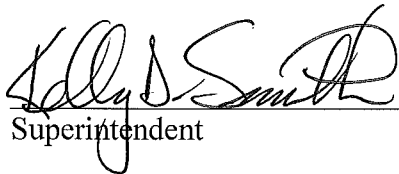


X. Severability:

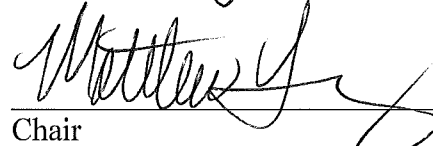
If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

This contract shall be effective only upon signatures of the Superintendent and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have subscribed by signature this 25<sup>th</sup> day of February, 2013.

  
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Superintendent

IN WITNESS WHEREOF, I have subscribed my signature this 25<sup>th</sup> day of February, 2013.

  
\_\_\_\_\_  
Chair

  
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Clerk