

# **INDEPENDENT SCHOOL DISTRICT #831 - Forest Lake, Minnesota**

## **SUPERINTENDENT CONTRACT**

### **ARTICLE I – PURPOSE**

The School Board of Independent School District No. 831, Forest Lake, Minnesota, hereinafter referred to as the School District, enters into this Contract with John-Paul Jacobson, hereinafter referred to as the Superintendent, a legally qualified and licensed Superintendent, who agrees to perform the duties of Superintendent of Schools for the School District.

### **ARTICLE II – APPLICABLE STATUTE**

This Contract is entered into between the School District and the Superintendent in conformance with Minnesota Statutes §123B.143.

### **ARTICLE III – 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 state laws, rules, and regulations.

### **ARTICLE IV – DURATION, EXPIRATION, TERMINATION, MUTUAL CONSENT, & CONTINGENCY**

Section 1. Duration: This Contract is for a term of two (2) years commencing on July 1, 2026, and ending June 30, 2028. 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 Article IV, Section 1. At the conclusion of the 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.

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 §122A.40, Subd. 9 or 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 Contract term for cause as defined in Minnesota Statutes §122A.40, 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 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 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 or 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 within the fifteen (15) calendar day period, he 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. Superintendent / School Board Relationships: It is the School Board's responsibility to provide the Superintendent with a minimum of two (2) review opportunities during each contract year to discuss Superintendent / School Board relationships. These shall be scheduled in December and June, unless alternative dates are mutually agreed to. School Board members, individually and collectively, shall make a good faith effort to promptly refer to the Superintendent, for study and response, all significant criticisms, complaints, and suggestions concerning the Superintendent's performance.

The Superintendent shall provide the School Board with a written report of the Superintendent's performance for review and comment by the School Board to precede the performance review outlined in Article IX. The School Board shall provide the Superintendent with an annual evaluation of the Superintendent's performance, including strengths and weaknesses, which shall include independent written evaluations by members of the School Board and informal discussions between members of the School Board and the Superintendent. The written evaluation by the School Board shall be accompanied by an affirmative action plan.

Section 5. Notice of Intent: If the Superintendent intends to pursue a subsequent contract, the Superintendent must notify the School Board President in writing no later than October 1, 2027, of the Superintendent's intent in order for it to be binding and effective. Failure of the School Board to take action authorizing the negotiation of a subsequent Contract prior to January 15, 2028, will serve as notice to the Superintendent that the School Board will not enter into a subsequent Contract.

Section 6. Subsequent Contract: If the School Board takes action authorizing the negotiation of a subsequent Contract, the parties will enter negotiations and act in good faith to complete negotiations and enter the subsequent Contract no later than June 1, 2028. The written School Board action authorizing subsequent Contract negotiations must 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 agree to 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 7. Mutual Consent: This Contract may be terminated at any time by the parties by mutual consent.

Section 8. 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 employees of the School District 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, the State of Minnesota, and the United States of America. 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**

Section 1. Basic Work Year: The Superintendent's duty year shall be for the entire twelve (12)-month Contract year as provided herein and the Superintendent shall perform services 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 he is otherwise excused in accordance with School Board policy.

Section 2. Vacation: The Superintendent shall earn twenty-five (25) working days of annual paid vacation each Contract year. No more than seven (7) consecutive days of vacation may be taken during consecutively scheduled school days during the regular academic school year without prior written approval from the School Board President.

No more than forty (40) days can be used as vacation during a single school year without prior written approval from the School Board President. A maximum of forty (40) days of unused vacation may be carried over to the next contract year. The Superintendent shall carry forward all vacation previously accrued while in the employ of the School District which shall not exceed forty (40) days. Up to ten (10) days of unused vacation can be reimbursed at the Superintendent's Daily Rate of Pay each year.

Upon separation of employment, the Superintendent shall receive a payment subject to Article X, Section 3, for vacation accrued for that year and any unused, accumulated vacation days carried over from previous years that have not been taken or otherwise compensated for. The amount of such payment shall be calculated at the Superintendent's Daily Rate of Pay at the time of separation of employment.

Section 3. Holidays: The Superintendent shall be entitled to thirteen (13) paid holidays each year as indicated in the list below.

- |                                  |   |
|----------------------------------|---|
| 1. New Year's Day                | 8. Christmas Day                                |
| 2. Memorial Day                  | 9. Floating Holiday                             |
| 3. Juneteenth                    | 10. Floating Holiday                            |
| 4. Fourth of July                | 11. Floating Holiday                            |
| 5. Labor Day                     | 12. Floating Holiday                            |
| 6. Thanksgiving Day              | 13. Floating Holiday (for use during the School |
| 7. Friday After Thanksgiving Day | District's Christmas / New Year's break)        |

Section 4. Sick Leave / Earned Sick and Safe Time (ESST): Earning, accumulation, usage, documentation, and notification will be in conformance with Minnesota Statutes §181.9445 – 181.9448. The Superintendent shall earn ESST at the rate of eighteen (18) days for each working year and earned ESST may accumulate to a maximum of two hundred (200) days.

Subd. 1. Previous Sick Leave Balance: The Superintendent shall carry forward all sick leave previously accrued while in the employ of the School District. Previous sick leave shall be combined with and designated as ESST. The amount carried forward may not exceed two hundred (200) days.

Subd. 2. Maximum Carryover: If the Superintendent carries forward more than two hundred (200) days of ESST at the end of the contract year, any additional days will be paid to the Superintendent using the calculation defined in Article VI, Section 5, in the form of a Tax Sheltered Annuity matching contribution.

Subd. 3. Retirement Computation: The number of sick leave days carried forward will be reduced by any number of sick leave days used under Article VI, Section 4. The number of eligible unused sick leave days will be computed as of June 30 in the contract year during which retirement is requested.

Subd. 4. Separation Placement: At separation of service, the Superintendent shall receive payment for up to one hundred (100) days of accumulated ESST days pursuant to Article X, Section 3 at the Superintendent's Daily Rate of Pay. Any remaining eligible accumulated ESST will be placed into the Unused ESST account. From this account, the School District will pay premiums to the insurance company of the employee's group coverage, or other unreimbursed medical expenses, until the individual's Unused ESST account is depleted. The coverage of the retiree shall not be interrupted until the account is depleted. The School District may utilize a Retiree Health Reimbursement Arrangement of the School District's choosing to facilitate this account.

Section 5. Unused ESST Payment: The rate of pay for eligible sick leave days in the unused sick leave account shall be as follows:

(Eligible Unused Sick Leave Days) X (½ the Superintendent's Daily Rate of Pay)

Section 6. Bereavement Leave and Grieving Time:

Subd. 1. Bereavement Leave: Any time off balance can be used for bereavement leave to make arrangements for, or attend, funeral services or a memorial, or address financial or legal matters that arise after the death of a family member. The amount of time shall be determined with mutual agreement of the School Board President. For the purposes of bereavement leave, "family member" is defined in Minnesota Statutes §181.9445.

Subd. 2. Grieving Time: The Superintendent shall be granted grieving leave following the death in 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." The amount of time shall be determined with mutual agreement of the School Board President.

Section 7. Emergency Leave: The Superintendent may be granted emergency leave during the Contract year at the discretion of the School Board.

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. Disability: If the Superintendent is unable to perform their regular duties because of personal illness or disability and has exhausted all accumulated leave, the School Board shall provide additional paid leave at a salary equal to eighty percent (80%) of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

Section 11. 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.

Section 12. Minnesota Paid Leave:

Subd. 1. Use: Minnesota Paid Leave will provide partial wage replacement, job protection, benefit continuation, non-interference, non-retaliation to eligible Superintendents, as prescribed in Minnesota Statutes §268B.

Subd. 2. Request: The Superintendent shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: The School District shall deduct 50 percent (50%) of the Superintendent's total Minnesota Paid Leave premium from wages and shall submit the wage deductions to the State of Minnesota as required by law.

Subd. 4. Supplemental Benefits: Superintendents may opt to use available leave to supplement the partial wage replacement benefits received from the Minnesota Paid Leave program so long as: (1) School District policy permits School District employees to do so; and (2) such policy is in accordance with Minnesota Statutes §268B.06. Total compensation received may not exceed the employee's regular wages.

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. If the leave is not covered under the Minnesota Paid Leave law, 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, 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 VII – INSURANCE**

Section 1. Health and Hospitalization Insurance: The School District shall provide the Superintendent and his dependents with health and hospitalization insurance coverage under the School District's group plan at

the expense of the School District. If the Superintendent elects single health and hospitalization coverage, the difference in cost between single coverage and dependent coverage shall be transferred to his health care reimbursement account.

Section 2. Dental Insurance: The School District shall provide the Superintendent and his dependents with the School District's group dental insurance coverage, the total cost of the premium to be borne by the School District. If the Superintendent elects single dental coverage, the difference in cost between single coverage and dependent coverage shall be transferred to his health care reimbursement account.

Section 3. Life Insurance: The School District shall provide, at the expense of the School District, a group term life and accidental death and dismemberment insurance plan for the Superintendent equal to \$500,000, payable to the Superintendent's named beneficiary. If no beneficiary designation is in effect, the payment shall be made to the estate.

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. Workers' Compensation: Pursuant to Minnesota Statutes §176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw accrued 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 leave.

Section 6. Liability Insurance: 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 School District policy and Minnesota Statute §466.

Section 7. Claims Against the School District: The parties agree that any description of insurance benefits contained in this section are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this section.

## **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, Minnesota Statutes §123B.02, School District policy, and as otherwise provided by law.

Section 2. Matching 403(b) Plan: The Superintendent is eligible to participate in the School District's 403(b) Plan. The School District will match the amount of the Superintendent's annual contribution up to a maximum annual contribution equal to seven and one-half percent (7.5%) of the Superintendent's annual salary not to exceed the statutory maximum contribution established by the Internal Revenue Code. The

School District's contribution will be made in twenty-four (24) equal installments throughout the Contract year.

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 to the School Board President for approval as provided by law.

Section 4. Mileage Reimbursement: The School District shall compensate the Superintendent for business use of the Superintendent's private automobile for travel outside of the boundaries of the School District at the prevailing School District mileage rate.

Section 5. Conferences and Meetings:

Subd. 1. Expenses: The School District shall pay all legally valid expenses 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.

Subd. 2. Attendance: The Superintendent may attend up to four (4) state or national conventions annually with no less than thirty (30) days of notification to the School Board President.

Subd. 3. Election / Appointments: The Superintendent may be granted the time needed to perform the duties resulting from his election or appointment to any regional, state and/or national professional association committee(s), board(s), or to serve as an officer. The amount of time off is subject to the approval of the School Board.

**ARTICLE IX – SALARY**

The Superintendent shall be paid an annual salary of \$215,000.00 for the 2026–2027 contract year.

A salary increase for each subsequent contract year shall be no less than one percent (1%) and no greater than five percent (5%). Final compensation for the subsequent contract year shall be determined via a School Board resolution following a performance review conducted by the School Board to take place in June of 2027. Such review shall be based on professional goals prepared in consultation with the School Board President and approved by the School Board no later than September 15, 2026.

The salary shall be paid in equal installments during the period of this Contract, and the Superintendent shall perform the services prescribed by the School Board, whether or not such services are specifically described in this Contract.

**ARTICLE X – RETIREMENT, SEVERANCE, AND RESIGNATION**

Section 1. Severance: The Superintendent shall receive severance pay upon termination of employment with the School District based upon an annual accrued credit at the rate of twelve (12) days per contract year of service to the School District as Superintendent. The Superintendent shall receive severance pay upon

termination of employment, except if termination is for cause during the term pursuant to Article IV, Section 3. Upon submission of written resignation accepted by the School Board and completing at least ten (10) years or more of actual service with the School District, the Superintendent shall be entitled to severance. The Superintendent shall receive severance payment in two (2) equal installments, the first one-half (1/2) shall be paid upon separation from the School District, and the second half (1/2) shall be paid no later than January 15<sup>th</sup> of the following year. The maximum accrual under this section shall not exceed one hundred twenty-five (125) days of credit, in no event should the one hundred twenty-five (125) days be exceeded. The amount of the severance payment shall be calculated at the Superintendent's Daily Rate of Pay.

Section 2. Health and Hospitalization, Dental, and Life Insurance: The School District agrees to pay the premiums for School District's group health and hospitalization, dental, and life insurance plans for the Superintendent and his dependents upon the Superintendent's election of retirement under this agreement. The School District's payments shall not exceed eight (8) years. The Superintendent shall be eligible for the benefit described in this section once he reaches fifty-five (55) years of age and upon retirement after five (5) years of continuous service of employment in the School District.

Section 3. Retirement Plan Account: Pursuant to the limitations provided below, the School District shall contribute an amount equal to the value of the Superintendent's severance pay, applicable unused ESST pay pursuant to Article VI Section 5, and accrued vacation pay, directly into the Superintendent's special retirement pay plan account. The Superintendent shall not receive any direct payment from the School District for severance pay.

The School District's annual contribution to the Superintendent's special retirement pay plan account shall not exceed the IRS established contribution limit. In the year of separation, if the contribution amount exceeds the IRS limit, the School District shall make a contribution, of up to the maximum amount allowed by the IRS, into the Superintendent's special retirement pay plan account in the following year(s).

The School District's contribution(s) into the Superintendent's special retirement pay plan account shall be paid according to the timeline established in Article X, Section 1 for the direct payment of severance pay.

## **ARTICLE XI – OTHER PROVISIONS**

Section 1. Daily Rate of Pay: The Superintendent's daily rate of pay shall be the daily rate of pay received for the Contract year immediately preceding the date of his separation from the School District, obtained by dividing the Superintendent's gross annual salary by 260 duty days.

Section 2. Ph.D. or Ed.D. Program: Upon successful completion of a Ph.D. or Ed.D. program, the Superintendent shall receive an additional five thousand dollars (\$5,000) per contract year as part of his base compensation. In the year that the Ph.D. or Ed.D. is earned, this dollar amount shall be prorated on a weekly basis with the additional salary being offered in the first full week following issuance of the degree.

Section 3. Moving Expenses: The School District agrees to reimburse the Superintendent for moving expenses not to exceed six thousand dollars (\$6,000) in accordance with the following criteria:

Subd. 1. Voluntary Election: The Superintendent voluntarily elects to move within the boundaries of the School District from a primary residence located outside of the boundaries of the School District.

Subd. 2. Eligibility Requirements: The Superintendent purchases a home in which to live located within the boundaries of the School District that serves as his primary residence. The Superintendent is only eligible for this reimbursement once over the course of his employment with the School District.

Subd. 3. Retention Requirement: The Superintendent must remain employed as the School District Superintendent for a minimum of one (1) year following the reimbursement date or repay the School District an amount equal to one-half of the moving expense reimbursement received.

Subd. 4. Multiple Quotes: The Superintendent must obtain at least two (2) quotes from movers and accept the lowest quote or elect to pay the difference therein. Written evidence of the two (2) quotes must be submitted to the School Board President with the moving company receipts when applying for the moving expense reimbursement and approval by the School Board.

Subd. 5. Tax and Reporting: Any reimbursement provided under this clause shall be subject to applicable tax laws and reporting requirements. The Superintendent agrees to comply with any additional policies or procedures established by the School Board in connection with moving expenses.

Section 4. Outside Activities: While the Superintendent shall devote primary professional time and attention 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 5. Right of Beneficiary: In the event of the Superintendent's death, the Superintendent's beneficiary shall receive payment for any provision in this contract, including any remaining unused benefits after retirement, which the Superintendent has not taken or otherwise been compensated for. If no beneficiary designation is in effect at the time of death, the payment shall be made to the estate of the deceased.

## **ARTICLE XII – 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.

This contract shall be effective only upon signature of the officers of the School Board after authorization for such signature.

Date of School Board Action Authorizing Execution: May 28, 2026.

IN WITNESS WHEREOF, I have subscribed  
my signature this \_\_\_\_ day of \_\_\_\_\_,  
2026.

IN WITNESS WHEREOF, I have subscribed  
my signature this \_\_\_\_ day of \_\_\_\_\_,  
2026.

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Superintendent  
John-Paul Jacobson

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School Board President  
Curtis Rebelein, Junior

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School Board Clerk  
Tessa Antonson