

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

SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. 831, Forest Lake, Minnesota, hereinafter referred to as the School District, enters into this Contract with Linda Madsen, hereinafter referred to as the Superintendent, 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:

ARTICLE I. APPLICABLE STATUTE:

This Contract is entered into between the School District and the Superintendent in conformance with Minn. Stat. § 123B.143, Subd. 1 (2004).

ARTICLE 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.

ARTICLE III. DURATION, EXPIRATION, TERMINATION AND MUTUAL CONSENT:

Section 1. Duration:

This Contract is for a term of three (3) years commencing on July 1, ~~2009~~ **2012** and ending on June 30, ~~2012~~ **2015**. The Contract 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:

Subd. 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 each member of the School Board calling to his/her attention the notice requirements as contained in this section; provided that, if the Superintendent provides this notice after September 1, the deadlines in Subd. 2. and Subd. 5. below shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.~~

After July 1, 2014, the Superintendent shall provide written notice to each member of the School Board calling to his/her attention the notice requirements as contained in this section and indicating the desire to have the School Board consider a subsequent contract for the Superintendent.

Subd. 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 the Superintendent

preliminary, written notice of such intent not to offer a subsequent Contract within sixty (60) days of receipt of the Superintendent's written notice regarding a subsequent contract.

Subd. 3. Request for Meeting: Within ten (10) calendar days after receipt of an intent not to offer a subsequent Contract as provided in Subd. 1. above, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefor, and ways in which concerns of the School Board might be addressed.

Subd. 4. Meeting Between the Parties: Upon receipt of the request noted in Subd. 3. above, the School Board shall, within fifteen (15) calendar days, hold a meeting with the Superintendent.

Subd. 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. ~~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.

~~Subd. 6. Effect: The time line provided in this article 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 3. Expiration:

This Contract shall expire at the end of the term specified in Section 1 above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. §123B.143.

Section 4. Termination During The Term:

The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in Minn. Stat. § 122A.40, Subd. 9 or 13, but except for purposes of describing grounds for discharge, the provisions of Minn. Stat. § 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the Contract term for cause as defined in Minn. Stat. § 122A.40, Subd. 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 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, she 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 5. Mutual Consent

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

ARTICLE 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 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 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 V. 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 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 she is otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation:

The Superintendent shall earn twenty-five (25) working days of annual paid vacation each Contract year. No more than ~~twenty (20)~~ **ten (10)** consecutive days of vacation may be taken without prior written approval from the School Board. A maximum of forty (40) days of unused vacation may be carried over to the next Contract year. As of July 1, ~~2009~~ **2012**, the Superintendent shall carry forward all vacation previously accrued while in the employ of the District.

Upon termination of employment, the Superintendent shall receive a payment subject to ARTICLE XI, 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 termination of employment.

In the event of the Superintendent's death, the Superintendent's beneficiary shall receive payment for any unused vacation days earned for the current year and unused vacation days carried over from the previous year, 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.

Section 3. Holidays:

The Superintendent shall be entitled to twelve (12) paid holidays each year. The holidays are listed below:

- A. New Year's Day,

- B. One (1) day during the holiday season,
- C. Good Friday,
- D. Memorial Day,
- E. July 4,
- F. Labor Day,
- G. Thanksgiving Day,
- H. Day after Thanksgiving Day,
- I. Christmas Day,
- J. One (1) day during the holiday season,
- K. One (1) floating holiday, and
- L. One (1) floating holiday.

Section 4. Sick Leave:

The Superintendent shall earn sick leave at the rate of eighteen (18) days for each duty year. Unused sick leave may be accumulated to a maximum of one hundred (100) days. Pursuant to ARTICLE XI, Section 3, the Superintendent shall receive sick leave pay upon termination of School District service, the amount to be determined by multiplying ~~three-quarters (3/4)~~ of the Superintendent's daily rate of pay by the number of accrued unused sick leave days. As of July 1, ~~2009~~ **2012**, the Superintendent shall carry forward all sick leave previously accrued while in the employ of the District.

Section 5. Emergency Leave:

The Superintendent may be granted emergency leave during the Contract year at the discretion of the School Board.

Section 6. Disability:

If the Superintendent is unable to perform her regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional sick leave in an amount representing ninety percent (90%) of her regular salary until the expiration of the waiting period for long-term disability insurance is available.

Section 7. Medical Leave:

If the Superintendent is unable to perform her duties because of illness or disability and has exhausted all available accumulated sick leave credit available or the Superintendent has become eligible for long-term disability compensation, she shall, upon request, be granted a medical leave of absence for up to one (1) year in duration without pay. 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 assume her normal responsibilities. The Superintendent, when on medical leave of absence, is eligible to continue to participate in the School District's group health and hospitalization insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she wishes to retain commencing with the beginning of the leave.

ARTICLE VI. INSURANCE:

Section 1. Health and Hospitalization Insurance

The School District shall provide the Superintendent and her 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 her health care reimbursement account.

Section 2. Dental Insurance

The School District shall provide the Superintendent and her dependents with the School District's group dental insurance coverage, the total cost of the premium to be borne by the School District.

Section 3. Life Insurance

The School District shall provide, at the expense of the School District, a group term life insurance plan for the Superintendent equal to \$300,000, payable to the Superintendent's named beneficiary.

Section 4. Long-Term Disability Insurance

The School District shall deduct from the Superintendent's salary the premium for the long-term disability insurance plan for the Superintendent that provides a benefit of two-thirds (2/3) of the Superintendent's regular monthly compensation, with a waiting period of not more than sixty (60) calendar days after the date of disability. The deduction shall be made in after-tax dollars.

Benefits provided the Superintendent under Article VI will continue at the expense of the School District while the Superintendent is on long-term disability.

Upon becoming eligible to receive long-term disability compensation as provided in this Contract, the Superintendent shall be eligible for pro-rata leave pay of up to her full salary pursuant to this section provided the Superintendent continues to receive long-term disability compensation, or until such time as the Superintendent's accrued sick leave, holidays and vacation accrued prior to the disability have been exhausted.

Section 5. 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 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 her 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 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. The Superintendent is also covered under School Board Policy #112, Defense and Indemnification of School Board Members and Administrators.

ARTICLE VII. OTHER BENEFITS:

Section 1. Tax Sheltered Annuities:

The Superintendent shall 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, Minn. Stat. § 123B.02,-Subd. 15, and School District policy.

Section 2. Matching 403B Plan:

The Superintendent is eligible to participate in the 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 ~~three (3)~~ **four (4)** percent 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. Vehicle:

The School District shall provide the Superintendent with a monthly allowance of \$500 for business use of the Superintendent's personal vehicle.

Section 4. Conferences and Meetings:

Subd. 1. 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. The Superintendent may attend annually two (2) academic workshops or seminars, two (2) national conventions, or any combination of the two.

Subd. 3. The Superintendent may be granted the time needed to perform the duties resulting from her selection or election 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.

Section 5. Health Care Reimbursement:

The School District shall provide a health care reimbursement plan for the Superintendent. The School District will contribute ~~\$1,100~~ **\$2,600** to the plan each Contract year.

Section 6. Flexible Benefit Plan:

The District shall provide a flexible benefit plan.

ARTICLE VIII. SALARY:

The Superintendent shall be paid an annual salary of ~~\$143,790 for the 2009-10 Contract year, \$143,790 for the 2010-11 Contract year, and \$148,000 for the 2011-12~~ **2012-13 and 2013-14 Contract years and \$150,960 for the 2014 -15 Contract year**. 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. The Superintendent shall devote fulltime and due diligence to the affairs and activities of the School District, and the Superintendent shall

engage in no other employment or consultative service for which honorarium is paid without receiving written approval from the School Board.

ARTICLE IX. PERFORMANCE PAY:

The Superintendent may receive performance pay, the amount to be based on an annual evaluation of the Superintendent's performance relative to three or more mutually-agreed-upon goals. The maximum performance pay available for the ~~2009-10 Contract year shall not exceed \$4,000, the maximum for the 2010-11 Contract year shall not exceed \$6,000 and the maximum for the 2011-12 Contract year shall not exceed~~ **2012 -13, 2013 -14 Contract years shall not exceed \$8,000 \$9,000, for the 2014 -15 Contract year shall not exceed \$10,000.** The School Board Staff Welfare Committee shall assess the Superintendent's performance and recommend the dollar amount to be awarded. The School Board shall approve the performance pay award.

ARTICLE X. MEDICAL EXAMINATION:

The Superintendent will have a complete medical examination each year, the amount not covered by the School District's insurance program to be paid by the School District. 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~~ **President**. The Superintendent shall choose the time of the medical examination and physician.

ARTICLE XI. 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 15 days for the ~~2009-10~~ **2012-13** Contract year, 15 days for the ~~2010-11~~ **2013-14** Contract year, and 15 days for the ~~2011-12~~ **2014-15** Contract year of service to the School District, **along with any accumulated days from previous contracts.** The Superintendent shall receive severance pay as outlined in this Article upon termination of employment, except if termination is for cause during the term as outlined in Article III, Section 4, hereof. 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 pursuant to this article, and the second half (1/2) shall be paid January 1 of the following year. The maximum accrual under this section shall not exceed 111.5 days of credit. The amount of the severance payment shall be calculated at the Superintendent's daily rate of pay at the time of termination of employment.

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 her dependents who elects retirement under this agreement. The School District's payments shall not exceed a total of ten (10) years. The Superintendent shall be eligible for the benefit described in this section upon retirement after five (5) years of service in the School District. Years of service in the School District employed as a director shall qualify as all or part of the five (5) year eligibility period.

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, unused sick leave pay, 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 Section 1 above for the direct payment of severance pay.

Section 4. Beneficiary:

Upon the death of the retired Superintendent, who at the time of death was receiving retirement benefits under this Contract, any remaining unused benefits shall be payable to her designated beneficiary, and, if no beneficiary designation is in effect, at her death, then to her estate.

ARTICLE XII. 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 her retirement/resignation/severance from the School District, obtained by dividing the Superintendent's gross annual salary by 223 duty days.

Section 2. Jury Duty:

The Superintendent who serves in jury duty shall be granted the day or days necessary as stipulated by the court to discharge the responsibility without any salary deduction or loss of basic leave allowance. The compensation received for the jury duty service shall be remitted to the School District.

Section 3. Moving Expenses:

The School District shall reimburse the Superintendent for moving expenses not to exceed \$4,000 according to the following criteria:

Subd. 1: The Superintendent must move to the School District within the first twelve (12) months of employment as Superintendent.

Subd. 2: The Superintendent must purchase a home in which to live located within the boundaries of the School District.

Subd. 3: The Superintendent must remain employed as the School District Superintendent for a minimum of two (2) years following the reimbursement date or repay the School District an amount equal to one-half of the moving expense reimbursement received.

Subd. 4: The Superintendent must obtain at least two (2) quotes from movers and accept the lowest quote. Written evidence of the two (2) quotes must be submitted with the moving company receipts when applying for the moving expense reimbursement.

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: _____

IN WITNESS THEREOF we have subscribed our signatures this

____ day of _____, 20 ____

____ day of _____, 20 ____

Linda Madsen Superintendent

~~Bill Bresin~~ **Rob Rapheal** Board President

~~Rob Rapheal~~ **Karen Morehead** Board Clerk