



**SAINT PETER SCHOOL BOARD
Special School Board Meeting
Monday, July 29, 2024
Saint Peter Middle School-Conference Room A/B, 100
Lincoln Dr. , SAINT PETER, MN 56082
7:45 AM**

- I. Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Consideration and Adoption of the Agenda** **2**
- IV. Action Items**
 - 1. Consider Approval of Interim Superintendent Agreement for 2024-2025 3
- V. Upcoming Meetings of the School Board**
- VI. Adjournment**



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I. Call Meeting to Order

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III. Consideration and Adoption of the Agenda

IV. Action Items

1. Consider Approval of Interim Superintendent Agreement for 2024-2025

V. Upcoming Meetings of the School Board

Education Committee Meeting
Thursday, August 8, 2024
1:00 PM
DO

Business Committee Meeting
Wednesday, August 14, 2024
10:00 AM
DO

Policy Committee Meeting
Wednesday, August 14, 2024
4:00 PM
DO

Regular Board Meeting
Monday, August 19, 2024
6:30 PM
SPCC-Governor's Room

VI. Adjournment



ADDENDUM

SPECIAL SCHOOL BOARD MEETING Monday, July 29, 2024 Saint Peter Middle School Conference Room 7:45 AM

III. ACTION ITEMS

III.1. AGENDA ITEM #1

Subject: Consider Approval of Interim Superintendent Agreement for 2024-2025

Action: Requires a Motion

Background: The School Board held a special meeting on Monday, July 22, 2024, to discuss options related to the superintendent position for Saint Peter Public Schools. At the conclusion of that meeting, the School Board voted to offer Dr. Jeffrey Olson the position as Interim Superintendent for the 2024-2025 school year.

Included in the board packet is the tentative agreement that has been reached with Dr. Olson. This contract is based on the Minnesota School Boards Association (MSBA) model contract along with a current Interim Superintendent contract in the area. If agreed to, the plan will be for the position to start August 5, 2024, and end on June 30, 2025.

Presentation: Board Chair, Charlie Potts

Options/Recommendation: I recommend approval of the agreement.

INTERIM SUPERINTENDENT CONTRACT: SAINT PETER PUBLIC SCHOOLS

2024-2025

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 508, Saint Peter Public Schools, Minnesota, hereinafter referred to as the School District, and Jeffrey J. Olson, 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 M.S.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 commencing on August 5, 2024, and ending on June 30, 2025. 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 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, 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 M.S. 122A.40, Subd. 9. and Subd. 13., but, 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 term of this Contract for cause as described in M.S. 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, he/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 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 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 DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Superintendent's duty year shall be at 238 days (prorated based on 11 months) during the 2024-2025 school 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 qualify for twenty-three (23) vacation days.

Section 3. Holidays: The Superintendent shall qualify for twelve (12) paid holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, MLK Jr. Day, President's Day, Good Friday, Memorial Day, and Juneteenth.

Section 4. Sick Leave: The Superintendent shall qualify for eleven (11) 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.

Section 6. Workers' Compensation: Pursuant to M.S. Chapter 176, the Superintendent will be covered under the District's Workers' Compensation Plan.

Section 7. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family. The time utilized shall be in an amount to be determined after conferring with the School Board Chair.

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. 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: The Superintendent will not qualify for disability insurance.

Section 12. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

ARTICLE VII INSURANCE

Section 1. Contribution to Superintendent's Health Reimbursement Arrangement (HRA)

The Superintendent has elected to not receive a health and hospitalization insurance benefit under the terms of this agreement. In lieu of not receiving this benefit, the School District shall contribute a prorated amount of the cost of single VEBA 834 coverage (prorated 11 months). This contribution shall be made to the Superintendent's HRA account.

Section 2. Life Insurance: The School District will pay the full annual premium for a \$200,000 Life Insurance Policy.

Section 3. Long-Term Disability Insurance: The School District shall provide Long-Term Disability Insurance for the Superintendent of Schools.

Section 4. Dental Insurance: The School District will pay the prorated annual premium based on 11 months for a family dental insurance plan.

ARTICLE VIII OTHER BENEFITS

Section 1. Vehicle: The School District shall reimburse the Superintendent at the District approved mileage rate for the business use of his private vehicle pursuant to M.S. 471.665, Subd. 3.

Section 2. 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 3. Cell Phone Reimbursement: The School District shall compensate the Superintendent with a monthly allowance of fifty (\$50) dollars for the use of his cell phone during the term of this contract.

Section 4. TRA Reimbursement: The School District is not required to withhold/contribute TRA benefits from the Superintendent's salary. The School District will make contributions to the Superintendent's HRA account in an amount the School District would have been required to pay into TRA contributions.

Section 5. Tax Sheltered Annuity: The Superintendent⁶ 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.

Section 6. Matching Contributions: The School District will match the Superintendent's elective employee contributions to a 403(b) plan on a dollar-for-dollar basis up to a total maximum contribution of \$3,000 per contract year (August 5, 2024 – June 30, 2025).

ARTICLE IX SALARY

The Superintendent shall be paid a salary of \$152,400 during the term of this contract. During the term of this Contract the salary may be modified but shall not be reduced. The salary shall be paid in equal installments over the term of the contract.

ARTICLE X OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote due diligence to the affairs and the activities of the School District, he 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 Board Chair.

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. Superintendent's Transition Plan: Prior to assuming his position on August 5, 2024 and completing his contract on June 30, 2025, the Superintendent is authorized to submit up to six (6) days to prepare for transition and conduct work on behalf of the School District. All transition duty days will be approved by the Board Chair. The Superintendent will be compensated for his daily rate of pay for performing such duties.

Section 5. Daily Rate of Pay: For purposes of this contract, the Superintendent's rate of pay shall be determined by dividing the Superintendent's base salary as provided in Article IX by the divisor of 238 days (prorated 11 month contract). The calculation shall not include any other payments and or benefits pursuant to this contract.

Section 7. Remote Work: The School District and the Superintendent may develop a schedule for some

remote work. The schedule will be at the approval of the Board Chair.

**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 my signature on this ____ day of July, 2024

IN WITNESS WHEREOF, we have subscribed our signatures this ____ day of July, 2024

Superintendent

School Board Chair

School Board Clerk