

SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. _____, _____, Minnesota (School District) enters into this agreement with _____ (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:

I. Applicable Statute:

This agreement 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 _____ years commencing July 1, 20____, and ending June 30, 20____. 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.

(Note re Paragraph 1: Pursuant to M.S. § 123B.143, Subd.1, a School Board may contract with a Superintendent for a period of time no longer than three years. This contract must provide that the School Board, at its discretion, may or may not enter into a subsequent contract. Such a contract may not be extended during its term. However, during the last 365 days of such a contract, a School Board may negotiate and enter into a subsequent employment contract to take effect upon the expiration of the existing contract. Such subsequent contract must be contingent upon the Superintendent completing the terms of the existing contract.)

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 expirations of this contract the Superintendent provides written notice to each member of the School Board calling to the attention of the 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 (10) calendar days after receipt of an intent 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 therefor, 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 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 the School Board members, in writing, of such extension.

(Note 1: Regarding Paragraph 2a, please note that MSBA/MASA is suggesting a specific notice time commencing September 1 immediately prior to the expiration of the contract. This date was selected because MSBA/MASA believes this is consistent with appropriate timing for both the School Board and the Superintendent. The parties have the right to negotiate a different time frame, but MSBA/MASA strongly recommend the time tables suggested in Paragraph 2 as being a fair compromise reflecting the interest of both the School Board and the Superintendent. Furthermore, the timeline anticipates a contract expiring at the traditional time at the end of the fiscal year, June 30. If the contract ends on a different schedule, obviously the time table should be adjusted accordingly.)

(Note 2: Failure of either the Superintendent or the School Board to follow the agreed upon timeline may well affect the legal rights of either party. Accordingly, MSBA/MASA strongly recommend strict adherence to the timelines. In the event an adjustment to the timelines is desirable, it is strongly recommended that such adjustment or modification be done in writing and a form is attached, designed to assist the parties in addressing any such modifications. For the reasons outlined above, however, the parties are discouraged from doing so unless the interest of the parties strongly demand it.)

(Note 3: Regarding Paragraph f, a form Appendix A attached suggested in the event of an extension in the timeline.)

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.

(Note re Paragraph 3: According to M.S. §123B.143, Subd.1, rollover clauses are prohibited, and a school board cannot, by action or inaction, extend the duration of a Superintendent's existing contract. A school district may, however, no earlier than 365 days prior to the expiration date of an existing contract, negotiate and enter into a subsequent contract to take effect upon the expiration of the existing contract. Such subsequent contracts must be contingent upon the Superintendent completing the terms of the existing contract.)

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 rounds

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 within 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 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.

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. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

2. Vacation.

The Superintendent shall earn _____ 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 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 _____ paid holidays each contract year as designated by the School Board.

(Note: It is suggested that the specific holidays be listed.)

4. Sick Leave.

The Superintendent shall earn paid sick leave at the rate of _____day(s) for each working month, which may be accumulated to a maximum of _____ days.

5. Emergency Leave.

The Superintendent may be granted paid emergency leave during the contract year at the discretion 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 shall be utilized in a reasonable amount and shall be determined after conferring with the School Board Chair. Days utilized (*will or 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 _____ percent of the Superintendent's regular salary until the expiration of the waiting period of 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. §122A.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. §122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence 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 expense of the School District.

2. Life Insurance.

The School District shall provide a group term life insurance plan providing \$_____ 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 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 purchased 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.

2. Automobile.

The School District shall:

compensate the Superintendent for business use of the Superintendent's private automobile at the rate of _____ cents per mile pursuant to M.S. §471.665, Subd. 1.

[or]

provide the Superintendent with a monthly allowance of \$_____ for business use of the Superintendent's private automobile, pursuant to M.S. §471.665, Subd. 3.

(Note 1: Prohibition Against Combination of Options. One option should be selected and the other option deleted. Some school districts have been utilizing a combination of M.S. §471.665, Subds. 1 and 5; i.e. in-district travel; out-of-district travel. A recent opinion by the attorney general indicates that using the combination is improper. Op. Atty. Gen. 11/20/95.)

(Note 2: Prohibition Against Personal Usage of School District Vehicle. Recent opinions by the attorney general conclude that a school district may not provide a school district owned car which the Superintendent utilizes for personal use even if the Superintendent pays for such personal usage. Op. Atty. Gen. 161b-12 1/24/89; Op. Atty. Gen. 395b 10/24/89.)

(Note 3: Statutory Restrictions on Personal Usage of District-Owned Vehicle. M.S. §471.666 prohibits personal use of vehicle owned or leased by or loaned to a school district, except for incidental use related to school district business. Such a vehicle may not be used for transportation to or from the residence of the local government employee except for narrow incident use related to the school district's business. The effect of this restriction is so limiting that it will be impractical for school districts to

provide school owned, leased or loaned vehicles for any personal use on the part of school administrator. For details of the narrow exceptions see M.S. §471.666.)

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. 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 in annual salary of \$ _____ for the 20____ - 20____ school year, \$ _____ for the 20____ - 20____ school year, and \$ _____ for the 20____ - 20____ school year. 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.

[or]

The Superintendent shall be paid an annual salary of \$ _____ for the 20____ - 20____ school year. The parties shall endeavor to agree by April 1 of each year on the amount of the salary for the following year. 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.

(Note 1: Options. Use one paragraph or the other. Paragraph 1 fixes a salary for more than one year. Paragraph 2 fixes a salary for one year with subsequent years subject to agreement. Practices vary within school districts.)

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 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 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 (one, two or three) years. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be proved 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. [Other applicable provisions.]

[In this Section, other terms and conditions of employment as agreed upon between the parties should be included. Items such as severance pay, payment for unused sick leave and extended leaves of absence, if provided to the Superintendent, should be incorporated here. Since superintendent's contracts vary greatly in the manner in which they approach such provisions, no attempt has been made to address specific model language. However, if the parties are considering the inclusion of such matters, both MSBA and MASA can provide the parties with sample language upon request.]

(Note: Severance pay is restricted for highly compensated employees for contracts entered into after July 31, 1993. A highly compensated employee means an employee with estimated annual wages that are greater than 60% of the governor's salary and are equal to, or greater than, 80% of the estimated annual wages of the second highest paid employee of the School District. Severance pay for such an employee is restricted to an amount equivalent to six months of wages. For purposes of this restriction, payments for accumulated vacation, sick leave and accumulated sick leave liquidated to cover the cost of group term insurance, may be paid in addition to the six months of severance pay. For exceptions to this six-month restriction, see pages 6-7 supra.)

X. Sevarbility:

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 sub- subscribed my signature this _____ day of _____, 20_____.

IN WITNESS WHEREOF, I have sub-scribed my my signature this _____ day of _____, 20_____.

Superintendent

Chair

Clerk

NOTICE AMENDMENT TO THE SUPERINTENDENT’S CONTRACT

The School Board Chair of Independent School District No. _____, _____, Minnesota (hereinafter referred to as the “School Board Chair”) and _____, _____, (hereinafter referred to as the “Superintendent”), are parties to Superintendent’s Contract dated _____, covering the period _____ through _____.

- 1. Said contract provides a time table in Article III, Paragraph 2, relating to a subsequent contract.
- 2. The parties recognize that they are bound by such provisions, but for reasons mutually agreed upon, have determined it desirable or necessary to modify said time table related to the subsequent contract as contained in Article III, Paragraph 2 as follows:
 - A. Paragraph 2a, Notice by Superintendent, is modified by changing the date from September 1 to *(insert new date)*.
 - B. Paragraph 2b, Preliminary Notice, is modified by changing the date from November 1 to *(insert new date)*.
 - C. Paragraph 2c, Request for Meeting and Paragraph 2d, Meeting between the Parties, remain unchanged.
 - D. Paragraph 2e, Final Action-School Board, is modified by changing the final notice date, to be in writing, from December 31 to *(insert new date)*.

Except as otherwise provided herein, the Superintendent’s contract dated _____ covering the period _____ through _____, shall remain in full force and effect.

This amendment to the Superintendent’s Contract shall be effective as provided herein, and the School Board Chair enters into this Agreement after consulting with individual members of the School Board and providing School Board members with written notice of this Amendment.

IN WITNESS WHEREOF, I have sub-scribed my signature this ____ day of _____ 20____.

IN WITNESS WHEREOF, I have sub-scribed my signature this ____ day of _____ 20____.

Superintendent

Chair