

## SUPERINTENDENT CONTRACT

### ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota, hereinafter referred to as the School District, and \_\_\_\_\_, 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 of \_\_\_\_\_ years commencing on July 1, 20\_\_\_\_, and ending on 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 in this Contract.

*NOTE 1: Pursuant to M.S. 123B.143, Subd. 1., a School Board may enter into a Contract with a Superintendent for a period of time no longer than three (3) years. The 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 three hundred sixty-five (365) days of such a Contract, a School Board may negotiate and enter into a subsequent 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.*

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. Three (3) to six (6) months prior to the expiration of this Contract, at the Superintendent's written request, the School board shall conduct a performance evaluation of the Superintendent pursuant to M.S. 13D.05, Subd. 3.

*NOTE 2: See "NOTE 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 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 for the entire twelve (12)-month Contract 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 earn \_\_\_\_\_ working days of annual paid vacation each Contract year. Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned. Upon voluntary termination of employment, the Superintendent shall be entitled to

payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

Section 3. Holidays: The Superintendent shall be entitled to \_\_\_\_\_ paid holidays as designated by the School Board each Contract year.

*NOTE 3: The specific holidays should be listed.*

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of \_\_\_\_\_ day(s) each working month, and earned sick leave may accumulate to a maximum of \_\_\_\_\_ days. Upon voluntary termination of employment, the Superintendent shall be entitled to payment for any unused sick leave days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, he/she shall not be entitled to unused earned and accrued sick leave days.

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. 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. Days utilized [*will or will not*] be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse, child, parent, brother, sister, or other relative who was living in the same household as the Superintendent.

Section 7. Emergency Leave: The Superintendent may be granted paid emergency leave 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 his/her regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School Board 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 for long-term disability insurance.

Section 11. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

Section 12. Insurance Application: A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. 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 under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance

retained.

## ARTICLE VII INSURANCE

Section 1. Health and Hospitalization and Dental Insurance: The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans at the expense of the School District.

[or]

The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plan. The School District shall contribute the sum of \$\_\_\_\_\_ per month toward the premium for such insurance. The balance of the premium shall be paid by the Superintendent through payroll deduction. The School District shall also provide the Superintendent and the Superintendent's dependents with dental insurance coverage under the School District's group dental insurance plan. The School District shall contribute the sum of \$\_\_\_\_\_ per month toward the premium for such insurance. The balance of the premium shall be paid by the Superintendent through payroll deduction.

Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District's group term life insurance plan in the amount of \$\_\_\_\_\_, payable to the Superintendent's named beneficiary(ies).

*NOTE 4: According to the Internal Revenue Service rules, the amount of School District premium contribution that pays for life insurance coverage in excess of \$50,000 is considered taxable income, so the School District should be certain that it is reporting that contribution as such, and the Superintendent needs to know why that amount is being reported.*

Section 3. 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 4. Eligibility: The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

## 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, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law.

Section 2. Vehicle: The School District shall compensate the Superintendent for business use of

his/her private vehicle at the rate of \_\_\_\_ cents per mile pursuant to M.S. 471.665, Subd. 1.

[or]

The School District shall provide the Superintendent with a monthly allowance of \$ \_\_\_\_ for business use of his/her private vehicle pursuant to M.S. 471.665, Subd. 3.

*NOTE 5: Prohibition Against Combination of Options. One of the two options above should be selected and the other option deleted. Some School Districts have been utilizing a combination of M.S. 471.665, Subd. 1. and Subd. 3. – i.e., in-district travel and out-of-district travel. However, an opinion by the Minnesota Attorney General indicates that using the combination is improper (see Op. Atty. Gen. 11/20/95).*

*NOTE 6: Prohibition Against Personal Use of School District Vehicle. Two opinions by the Minnesota Attorney General conclude that a School District may not provide a school district-owned vehicle which the Superintendent utilizes for personal use even if the Superintendent pays for such personal use (see Op. Atty. Gen. 161b-12 1/24/89 and Op. Atty. Gen. 395b- 10/24/89).*

*NOTE 7: Statutory Restrictions on Personal Use of District-Owned Vehicles. M.S. 471.666 prohibits personal use of a vehicle owned, 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 School District employee except for narrow, incidental use related to the School District's business. The effect of this restriction is so limiting that a School District's provision of District-owned, leased, or loaned vehicles for any personal use by the Superintendent is impractical (see M.S. 471.666).*

Section 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 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.

## ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$ \_\_\_\_\_ for the 20\_\_-20\_\_ Contract year, \$ \_\_\_\_\_ for the 20\_\_ - 20\_\_ Contract year, and \$ \_\_\_\_\_ for the 20\_\_ - 20\_\_ Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual 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\_\_ Contract year. The parties shall endeavor to agree by April 1 of each subsequent year as to the amount of the salary for the following year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in \_\_\_\_ equal installments during the Contract year.

*NOTE 8: Options. School Boards should use only one of the paragraphs above. The first paragraph fixes a salary for more than one year, while the second paragraph fixes the salary for one year and requires mutual agreement for the subsequent year(s). Practices vary from School District to School District.*

## ARTICLE X

## OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she 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 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/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 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.

*NOTE 9: Until 2007, School Districts were restricted to paying dues for their superintendents to belong to professional and educational organizations, but the 2007 Minnesota Legislature enacted M.S. 123B.02, Subd. 24., allowing School Districts to pay dues for other organizations if their School Boards deemed such membership to be appropriate.*

Section 4. Medical Examination: The Superintendent shall have a comprehensive medical examination not less than once every \_\_\_\_ years. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board Chair. The cost of said examination not covered by the School District's insurance program shall be paid by the School District.

[Section 5. Other Applicable Provisions: In this section, other terms and conditions of employment as agreed on 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, are examples of what could be included. Since superintendents' contracts vary greatly in the manner in which they address such provisions, no attempt has been made to develop specific model Contract language. However, if the parties are considering the inclusion of such provisions, both MSBA and MASA may be able to provide sample language upon request.]

*NOTE 10: Since July 31, 1993, severance pay for highly compensated employees has been restricted. A "highly compensated employee" is an employee with estimated annual wages that are greater than sixty percent (60%) of the governor's salary and are equal to, or greater than, eighty percent (80%) of the estimated annual wages of the second highest paid employee of the School District. Severance pay for highly compensated employees is restricted to an amount equivalent to six (6) months of wages. For purposes of this restriction, payments for accumulated vacation and sick leave liquidated to cover the cost of group term insurance may be paid in addition to the six (6) months of severance pay. For exceptions to the six (6)-month restriction, see M.S. 465.722, Subd. 3., which may be found in section "D.5." of "Chapter 3" in the MSBA Service Manual.*

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 this \_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Superintendent

IN WITNESS WHEREOF, we have subscribed  
our signatures this \_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk