

**CONTRACT FOR SUPERINTENDENT OF SCHOOLS
INDEPENDENT SCHOOL DISTRICT #413**

The School Board of Independent School District No.413, Marshall, Minnesota (School District) enters into this agreement with **Jeremy Williams** (Superintendent of Schools), 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 contract 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 three years commencing on July 1st, 2021 and ending June 30th, 2024. For the sake of this agreement a year shall be defined as a fiscal year. 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.

2. Subsequent Contract

- a. Notice by Superintendent: The notice provisions of this contract shall obligate the School Board only if no later than September 1st immediately prior to the expiration of this contract the Superintendent provides written notice to each member of the School Board calling to the attention of 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 1st, the November 1st and November 30th deadlines in subparagraphs b and e shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1st.
- 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 1st immediately preceding the date of expiration of this contract.
- c. Request for Meeting: Within ten calendar (10) days after receipt of an intent not 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 therefore, 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 taking final action on a subsequent contract for a 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 November 30th and shall notify the Superintendent of such action in writing. If the School Board does not take action by November 30th, the superintendent shall receive a one year contract beyond the expiration of the contractual term as stated in Section III, Subd. 1 above.
 - 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 School Board members, in writing, of such extension.
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.
 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 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 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 be entitled to 25 days of annual paid vacation each contract year. Unused vacation must be taken within one year per District Vacation policy after the end of the contract year in which it is earned. At the end of the fiscal year, a maximum of 5 days per year of unused vacation leave may be reimbursed at the Superintendent's daily rate of pay with the money being paid to the Superintendent within 30 days of a written request to the District Office to that effect. 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 to be paid in a lump sum on the last day of employment. In the case of death of the Superintendent, payment shall be made to the Superintendent's designated beneficiary or, if there is none, the Superintendent's estate.

3. Holidays

The Superintendent shall be entitled to eleven (11) paid holidays each contract year as designated by the School Board. Days included are: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday, Memorial Day, and New Year's Eve Day, Floating Holiday.

4. Sick Leave

The Superintendent shall earn paid sick leave at the rate of 1.33 day(s) for each working

month, which may be accumulated to a maximum of 120 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 up to 4 days per occurrence, noncumulative, for a death within the Superintendent's immediate family. For purposes of this section, immediate family is defined as the Superintendent's spouse, parent, child, brother, sister, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandchild. Any additional days utilized will 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, LTD is available per Article 6 Section 3 of this contract.

8. Jury Duty

Employees shall be excused from work for jury duty when they are summoned to serve. Any employee who serves on a jury in a local, state or federal court will be granted paid leave minus any jury pay, excluding expense reimbursement) for the period of his/her actual jury service. They shall reimburse the District for jury pay within ten days of receipt of jury pay. Failure to reimburse the District for jury pay will result in forfeiture of jury leave, and the employee's absence will be charged as unpaid leave.

9. 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, without pay, 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 contribute for the Superintendent of Schools and the Superintendent of Schools dependents the full premium for health, hospitalization and dental insurance coverage under the School District's group or related plan. The school district shall contribute 100% of the annual premium cost for two single coverage plans, or one family plan, for a district sponsored CDHP insurance plan with the lowest deductible. The district will fund 100% of single, or one family, CDHP plans into the Superintendent of Schools individual Voluntary Employee Benefit Association (VEBA) Plan in equal monthly installments. Said plan will be offered consistent with and as allowed by Minnesota statute and IRS requirements governing Health Care Benefits.

2. Life Insurance

The School District shall provide a group term life insurance plan providing \$250,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District. This must conform to IRS rules and regulations.

3. Long Term Disability Insurance

The School District shall provide, at the 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. The District will match up to \$3,500 annually in 2021-2022, \$3,500 annually in 2022-2023, and \$3,500 annually in 2023-2024.

2. Automobile
The School District shall provide the Superintendent with an annual allowance of \$3,600 for business use of the Superintendent's private automobile, pursuant to M.S. § 471.665, Subd.
3. Professional Development
The Superintendent shall, with board permission attend appropriate professional meetings at the local, state and national levels. The expenses of this said attendance to be paid by the School District. The School Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences.

VIII. Salary

1. Base Salary
The Superintendent's base annual salary shall be \$156,000 for 2021-2022, \$160,000 for 2022-2023, and \$164,000 for 2023-2024. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in 24 equal installments during the contract year.
2. Incentive Compensation
During the term of this contract, the superintendent shall be eligible for an incentive bonus based upon attainment of mutually agreed upon goals and objectives as determined by the School Board, said incentive compensation shall be made payable to the Superintendent no later than June 30th of each of the named contract years. Said performance pay shall not serve as a function of performance evaluation, but rather a function of incentive-based compensation. The superintendent shall be eligible for incentive pay as follows:
 - o Stretch goal performance goals - Up to \$3,000 lump sum payment annually for each year of the contract.

This incentive compensation is to be paid based upon School Board recommendation and assessment of attainment of the incentive compensation.

IX. Other Provisions

1. 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.
2. Dues
The Superintendent is encouraged to belong to and participate in appropriate professional educational 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.

3. Medical Examination

The Superintendent shall have a comprehensive medical examination not less than once every three 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 insurance program of the School District shall be paid by the School District.

4. Periodic Review

By October 1st of each contractual year, the School Board shall perform a formal evaluation. The parties shall mutually develop the evaluation instruments, which may include a self-evaluation component. The results of the evaluation shall be communicated to the Superintendent before the completion of the contractual year. Results of the Board's evaluation shall be conveyed to the Superintendent and utilized by the Board and the Superintendent in developing goals and objectives for the ensuing year.

5. Use of Technology Equipment

The school district shall provide the Superintendent a smart-phone allowance of \$1,200 annually, a tablet device and either laptop or personal computer for professional use at the Superintendent's residence. The technology equipment and software provided under this provision shall remain the property of Marshall Public Schools (with the exception of the smart-phone) and will be maintained by district technical personnel. Based on advancing technologies, this equipment can be updated every 24 months.

6. Severance

The Superintendent of Schools upon retirement or upon choosing to otherwise sever employment from the district shall be eligible for health and/or other benefits paid by the District in accordance to the provisions of this contract upon submission of a written resignation accepted by the School Board.

1. Computation of Severance: The Superintendent of Schools, who is at least 55 years of age, who has accumulated unused sick leave, may use up to 120 days of sick leave for the purchase of health and/or other insurance.
2. Daily Rate Computation: in applying these provisions, the Superintendent of School's daily rate of pay for severance shall be the basic daily rate at the time of retirement.
3. Severance Payment Schedule: The Superintendent of Schools, who is eligible for severance pay under this Article, shall have all such funds deposited in their health care savings plan accounts in accordance with plan documents as adopted by the School District. Payment of claims for health care expenses shall be subject to federal and state law and the plan documents as provided in the Trust Agreement and Health Care Savings Plan documents. Severance payments provided above shall not be made directly to any employee but rather shall be deposited by the School District into the employee's health care savings account. The Superintendent of Schools may choose to select either single or family coverage.
4. Continuing Benefit Participation: The Superintendent of Schools retiring early and who has expended severance as determined in Subdivision 3 of this section may, at their own expense,

continue to receive any health benefits upon approval of the carrier and until Medicare conversion is available to the administrator.

5. *Lump Sum Payment:* The Superintendent, in lieu of continued participation in the District's health care program, may request to receive severance payment in a single lump sum.
6. *Option:* Concurrent with the execution of this contract, the Superintendent must make an irrevocable decision as to accepting their severance under either Section 6, Part 3 or Part 5 of this plan. The undersigned Superintendent hereby elects to receive any severance amount for which the Superintendent may be eligible to receive during this contract pursuant to Part 3 of this Contract. In no circumstance shall the severance amount provided for in this Section be made available to the Superintendent prior to the termination of the Superintendent's employment.

X. Severability

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 subscribed my signature this _____ day of _____, 20____.

Superintendent

IN WITNESS WHEREOF, I have subscribed my signature this _____ day of _____, 20____.

Chair

Clerk