

SUPERINTENDENT CONTRACT

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No.15, St. Francis, Minnesota, hereinafter referred to as the School District, and Beth Giese, 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 Minnesota Statute section 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 3 years commencing on July 1, 2019, and ending on June 30, 2022. 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 Article IV, 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 Minnesota Statutes section 123B.143, subdivision. 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 Minnesota Statutes section 13D.05, subdivision 3(a).

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, 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 must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

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 position of Superintendent has exempt status under the Fair Labor Standards Act. 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 twenty five (25) 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 or it is forfeited and no longer available for the Superintendent's use. 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, in accordance with Article IV, Section 3, she shall not be entitled to unused any earned and accrued vacation days.

Section 3. Holidays: The Superintendent shall be entitled to ten (10) paid holidays as designated by

the School Board each Contract year. Five (5) additional days of non-accruing, floating holidays may be taken at the Superintendent's discretion, with prior approval by the School Board Chair.

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of seventeen (17) days per year, and earned sick leave may accumulate to an unlimited level. Upon voluntary termination of employment, the Superintendent shall be entitled to payment for up to fifty (50) percent of unused sick leave days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, in accordance with Article IV, Section 3, she shall not be entitled to any unused earned and accrued sick leave days.

Section 5. Workers' Compensation: Pursuant to Minnesota Statute Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may supplement insurance benefits by use of accrued sick leave. In no case may the total amount paid to the Superintendent exceed the Superintendent's regular monthly salary.

Section 6. Bereavement Leave: The Superintendent shall be granted up to five (5) days of 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 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. Medical Leave: The Superintendent may be eligible for leave under the Family Medical Leave Act, the Americans With Disabilities Act and other applicable state or federal law.

Section 11. 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, unless the School District is required to continue its insurance premium contributions under state or federal law. In the event the Superintendent is on paid leave from the School District under Article VI, Section 4. above or supplemented by sick leave pursuant to Article VI, 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, unless the School District is required to continue its insurance premium contributions under state or federal law.

ARTICLE VII INSURANCE

Section 1. Health and Other Insurance: The District shall contribute the sum of \$1,208 per month to the Superintendent's flexible benefit account effective July 1, 2019 which may be used for payment of insurance premiums. The Superintendent must participate in the District's long term disability and the District shall provide life insurance at its own expense, which will be three times the annual salary of the Superintendent up to a maximum of \$420,000 in life insurance. The Superintendent may opt to purchase additional insurance from the District carriers if allowed by the carrier. The Superintendent is responsible for

the cost of monthly insurance premiums that exceeds the amount of the School District's monthly contribution to her flexible benefit account, and such amount shall be paid by payroll deduction.

Section 2. 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 3. 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 made the contributions described in this Article. Subject to any applicable requirements of federal or state law, the District's obligation to make any contribution toward the cost of any premium will cease immediately upon termination of this Contract.

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, Minnesota Statutes section 123B.02, Subdivision. 15., School District policy, and as otherwise provided by law. A Superintendent participating in the District approved Deferred Compensation Plan shall be eligible for a matching District contribution of .6 of the eligible amount pursuant to Minnesota Statute section 356.24, subdivision 1(5). Contributions may be by payroll deduction or through surrender of days in Article X, Section 6.

Section 2. Vehicle: The School District shall compensate the Superintendent for business use of her private vehicle at the IRS Mileage Rate.

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 \$168,000 for the 2019-2020 Contract year and \$169,680 for the 2020-2021 Contract year and \$171,377 for the 2021-2022 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 twenty four (24) equal installments during the Contract year.

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, 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 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, willful neglect of duty, or bad faith.. The District's obligation to defend and indemnify the Superintendent is subject to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting the statutes in that Chapter.

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. Health Care Savings Plan (HCSP): The District will pay \$1,000 per year into the Superintendent's Health Care Savings Plan (HCSP) on the first pay period of the fiscal year. The District will pay the monthly administrative fee charged by the carrier for active employees. The contribution for individuals not covered under an employer sponsored group medical plan will be applied to a post-employment account within the HCSP. Such post-employment account may be used only to reimburse eligible expenses incurred while the Superintendent is not an employee of the District (i.e., after the Superintendent's employment with the District has terminated). If the Superintendent is enrolled in another employer's group medical plan, she must provide information to the District regarding that coverage as a condition of receiving contributions to a HCSP account that is not restricted to post-employment expenses.

Section 5. Surrender of Unused Days: On an annual basis, the Superintendent may surrender a combination of up to fifteen (15) days of unused sick leave, vacation, and floating holidays. In return for those days the Superintendent will receive her daily rate of pay times the number of surrendered days to be paid by direct payment to the Superintendent. The payment or contribution shall be made during the period from July 1 through July 15 of the following school year. At no time will payment of unused days exceed fifteen (15) days. The daily rate is calculated by dividing the annual salary by 235.

Section 7. Telephone: The Superintendent is required to maintain a cellular telephone for school-related calls and business. The Superintendent shall receive a stipend of \$1,300 per school year toward the Superintendent's cellular telephone and service to be paid on the first pay day of each fiscal year. The reimbursements are subject to all applicable IRS rules and regulations.

Section 8. Medical Examination: The Superintendent may elect to have a comprehensive medical examination during the term of this Contract. The cost of said examination not covered by the School District's insurance program shall be paid by the School District.

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.

ARTICLE XII ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties relating to the District's employment of the Superintendent. Neither party has relied upon any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any

handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, I have subscribed
my signature this 4th day of
January, 2019.

Beth J. Giese
Superintendent

IN WITNESS WHEREOF, we have subscribed
our signatures this 14th day of
January, 2019.

Joe Anderson
School Board Chair

Amy Kelly
School Board Clerk