



**School Board Special Meeting
Monday, May 10, 2021; 4:00 PM
ECC Room 348 and Virtual**

- I. Determination of Quorum and Call to Order**
- II. Discussion**
 - A. Superintendent Contract Negotiations (*materials to be walked in*)
- III. Board Chair Updates**

**EMPLOYMENT AGREEMENT
for
SUPERINTENDENT OF SCHOOLS**

The School Board of Edina Public School District 273 (“District”) enters into this Employment Agreement (“Agreement”) with Stacie Stanley (“Superintendent”), a legally qualified and licensed superintendent, who agrees to perform the duties of superintendent for the District.

The District and Superintendent intend that all terms and conditions of the Superintendent’s employment in the position of Superintendent are governed solely by this Agreement. This Agreement is entered into between the District and Superintendent in conformance with Minn. Stat. §123B.143, subd. 1.

The District and Superintendent agree as follows:

I. LICENSURE AND DUTIES

- A. The Superintendent must hold throughout the life of this Agreement a valid and appropriate license to perform duties as a superintendent in the State of Minnesota.
- B. The Superintendent has charge of the administration of the schools and district under the direction of the School Board. The Superintendent is the chief executive officer of the District. As its chief executive officer, the Superintendent’s duties include, but are not limited to: (1) directing and assigning all district employees under the Superintendent’s supervision; (2) selecting, and structuring the administrative and supervisory employees, including instructional and operational, as best serves the District, subject to the approval of the School Board; (3) suggesting district policies to the School Board; (4) serving as an ex-officio member of the School Board and a member on all School Board committees; (5) providing administrative recommendations on items before the School Board and its committees; (6) performing all duties incident to the office of the Superintendent; and (7) other duties as prescribed by the School Board. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings.
- C. The Superintendent must comply with all state laws, federal laws, and district policies, as established by the entity and as may be established or amended by the entity.
- D. Attendance is an essential job function of the position of the superintendent.
- E. The position of the superintendent has exempt status under the Fair Labor Standards Act.

II. DURATION, EXPIRATION, TERMINATION

- A. This Agreement is for a term of three years, commencing July 1, 2021 and ending June 30, 2024. This Agreement remains in full force and effect unless modified in writing by mutual consent of the School Board and the Superintendent, or unless terminated as provided herein.
- B. Subsequent Contract. The School Board will take action to determine whether to offer the Superintendent a subsequent contract no later than 6 months prior to the expiration of this Agreement and provide the Superintendent notice of its action.

C. Expiration. This Agreement expires at the end of the term specified in Paragraph A hereof. At the conclusion of its term, neither party has any further claim against the other, and the District's employment of the Superintendent ceases, unless a subsequent agreement is entered into by the parties, in accordance with Minnesota law.

D. Termination during the Term of the Agreement.

1. Termination for Cause. The Superintendent's employment may be terminated during the term of this contract only for cause, as defined in Minnesota Statutes section 122A.40, subdivisions 9 or 13. Except for purposes of describing grounds for discharge, the provision of Minnesota Statutes section 122A.40 shall not be applicable to the Superintendent's contract, except as required therein. If the School Board proposes to terminate the Superintendent during the contract term for cause as described in Minnesota Statutes section 122A.40, subdivisions 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, providing 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.

2. Termination by the Superintendent. If the Superintendent wishes to resign prior to the end of the term of this Agreement, the Superintendent must notify the School Board Governance Committee of the intent to resign at least 9 months prior to the proposed last day of employment. The Superintendent must formally submit to the School Board the resignation 6 months prior to the proposed last day of employment. These notification timelines may be waived by the School Board in its sole discretion. After providing such notice, the Superintendent must continue to provide full efforts to execute the duties of the position.

3. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of both the School Board and the Superintendent.

III. LEAVES, VACATIONS, AND DUTY YEAR

A. The Superintendent's duty year is for the twelve-month duty year. The Superintendent performs services on those legal holidays on which the District is authorized to conduct school/business if the School Board so determines. The Superintendent remains on duty during any emergency, natural or unnatural, unless otherwise excused by the Chairperson of the School Board.

- B. Holidays. The Superintendent is entitled to those paid holidays each contract year as designated by the School Board, except as modified by Paragraph A hereof.
- C. Vacation. The Superintendent is entitled to use 25 days as paid vacation during each year of the Agreement. The Superintendent will request approval of vacation days by the Chairperson of the School Board and record vacation in accordance with District practices. The Superintendent may carry a maximum of 10 days of unused vacation forward into the first 6 months of the next contract year. At no time will the Superintendent's vacation balance exceed 35 days. At the conclusion of the Superintendent's employment with the District, the District will pay the Superintendent for earned, unused vacation days, not to exceed 30 vacation days, at the Superintendent's daily rate of pay.
- D. Basic Leave Allowance. The Superintendent receives an annual paid basic leave allowance of 15 days per contract year. Basic leave days may be used for the Superintendent's illness or injury, or other reasons enumerated below. Unused basic leave days are allowed to accumulate to a maximum of 60 days. Upon the conclusion of the Superintendent's employment for any reason, accrued and unused basic leave days are forfeited by the Superintendent and are not paid out by the District. The Superintendent will request approval of basic leave days by the Chairperson of the School Board and record basic leave in accordance with District practices.

1. Family Illness and Bereavement Leave. The Superintendent may use basic leave allowance provided for absences due to an illness or injury to the Superintendent's dependent child ("child") for reasonable periods as the Superintendent's attendance with the child may be necessary, on the same terms the Superintendent is able to use accumulated basic leave allowance for the Superintendent's own illness or injury.

For absence because of illness in the family, the Superintendent may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction.

For absence because of death in the family, the Superintendent may deduct a reasonable number of days per incident from accumulated leave at no salary deduction.

For absence because of the death of friends or relatives outside the family, the Superintendent may deduct a reasonable number of days from accumulated basic leave at no salary deduction.

Reasonability is determined by the School Board in consultation with the Superintendent.

2. Personal Business Leave. For absence required for the transaction of personal business that cannot be completed outside normal work hours, up to four days during a duty year may be deducted from accumulated basic leave. Requests for personal business leave must be submitted to the Chairperson of the School Board in writing at least three duty days in advance, except in cases of extreme emergency.

- E. Medical/Disability Leave. The Superintendent may be eligible for an unpaid leave of absence pursuant to federal and state law, including the Family and Medical Leave Act (“FMLA”), the Minnesota Parenting Leave Act (“MPLA”), and the Americans with Disabilities Act (“ADA”).
- F. Jury Duty. If the Superintendent is called for jury duty, the Superintendent will be compensated for the difference between regular pay and pay received for the performance of such obligation.
- G. Workers Compensation. In accordance with Minnesota Statutes Chapter 176, if the Superintendent is injured while performing duties for the District and qualifies for workers’ compensation benefits, the Superintendent may draw from accumulated basic leave in order to make up the difference between her regular salary and the workers’ compensation insurance payments she receives. The District will continue to provide benefits during the period of the Superintendent's receipt of worker’s compensation benefits as were provided prior to the worker’s compensation benefit.

IV. INSURANCE BENEFITS

The District provides its employees, including its Superintendent, with health and welfare benefits as described below. It is understood that the provisions described are general statements of the coverages provided and that the eligibility of the Superintendent for benefits is governed by the terms of the master insurance contracts between the District and the insurers providing coverage.

- A. Health Insurance. The District contributes the amount designated below toward the monthly premium of each of the health insurance coverages available. Any future yearly increases to the District contribution will be equal to the increase in the District’s contribution for the District’s leadership team.

Health Insurance Contribution towards District’s Insurance:

Type of Coverage	Effective 07/01/21
Single	\$625.92
Single + One	\$1342.88
Family	\$1764.06

The Superintendent will contribute, through payroll deduction, any excess monthly premium remaining after the District’s contribution toward the type of coverage for which the Superintendent is enrolled.

- B. Dental Insurance. The District contributes the amount designated below toward the monthly premium of dental insurance. Any future yearly increases to the District contribution will be equal to the increase in contribution for the District’s leadership team.

Dental Insurance Contribution towards District’s Insurance:

Type of Coverage	Effective 07/01/21
Single	\$40
Single + One	\$75
Family	\$121

The Superintendent will contribute, through payroll deduction, any excess monthly premium remaining after the District’s contribution toward the type of coverage for which the Superintendent is enrolled.

- C. Life Insurance Benefit. The Superintendent is eligible for basic group term life insurance coverage in whole thousands to an amount equal to three times the whole number of thousands of the employee’s basic annual salary. The District pays the entire premium for this coverage.
- D. Income Protection Insurance. The District will provide the Superintendent coverage under the District’s income protection plan, at the expense of the District. If the Superintendent is receiving income protection insurance benefits, the Superintendent remains eligible for the District contribution for hospitalization-medical insurance and dental insurance.

V. OTHER BENEFITS

- A. Tax-Deferred Matching Contribution Plan, 403(b) Contribution. The District will make contributions to the Superintendent’s 403(b) deferred compensation plan in the form of a dollar-for-dollar match to the Superintendent’s elective contribution, up to a maximum of \$6500 per each duty year. Participation in any 403(b) plan is pursuant to District practices and subject to plan restrictions, the Internal Revenue Code, and other applicable state and federal laws, and the Superintendent has the sole responsibility for compliance.
- B. Post-Retirement Health Care; Contribution to Health Reimbursement Account (“HRA”)
 - 1. The District makes an annual contribution into an HRA in accordance with Schedule A for the first 10 years of District’s employment, with a maximum total District contribution of up to \$65,000 throughout the Superintendent’s career with the District.
 - 2. The District’s contribution to the HRA vests with the Superintendent after seven consecutive years of employment with the District. Upon the Superintendent’s departure from the District, contributions not vested revert back to the District.
 - 3. The District retains control of any HRA contributions on behalf of the Superintendent until those funds have vested. The District remains responsible to invest any funds and pay associated fees until the funds vest with the Superintendent, at which point those responsibilities are transferred to the Superintendent.
 - 4. The District deposits the below noted contribution into the Superintendent’s HRA by June 30 of the completed year of service.

Schedule A	
Year 1	\$2,500
Year 2	\$2,500
Year 3	\$2,500
Year 4	\$2,500
Year 5	\$5,000
Year 6	\$5,000
Year 7	\$10,000
Year 8	\$10,000
Year 9	\$12,500
Year 10	\$12,500

5. The District makes no contributions to the HRA after the Superintendent ceases to be employed by the District.

C. Professional and Civic Organizations. The District recognizes the importance of the Superintendent’s attendance and participation in professional growth and outreach. The Superintendent is encouraged to regularly attend appropriate professional meetings at the local, state, and national level as required, and consistent with the adopted budget.

When the District requests the Superintendent belong to a professional or civic organization, the District will pay said fee for membership.

The District will reimburse the Superintendent for necessary expenses incurred while attending authorized meetings representing the interests of the district.

D. Auto Allowance. The District shall pay the Superintendent a monthly allowance of \$500 for the use of the Superintendent’s personal automobile in the performance of the Superintendent’s duties in the position of Superintendent, pursuant to Minnesota Statutes section 471.665, subdivision 3.

E. Retention Incentive Pay. The Superintendent may receive retention incentive pay as outlined in this Agreement upon the conclusion of the Superintendent’s employment, unless the Superintendent is terminated for cause, based upon the table shown below:

Years of Service Completed	Total Days of Pays
7 years	20 days
10 years	An additional 25 days

The maximum days paid out under this retention incentive pay provision will not exceed 45 days.

If eligible, the Superintendent will receive any severance pay in two equal installments over a two-year period. The first payment will be made one year after the last day of employment. The second payment will be made two years after the last day of employment. These payments will be made as mutually agreed to by the parties prior to the termination date consistent with state and federal law. To the extent permitted by the District’s 403(b) plan

and Internal Revenue Service Code, payments will be distributed to the District's 403(b) plan.

VI. SALARY

The Superintendent is paid an annual salary of \$225,000 for the 2021-22 school year; \$226,125 for the 2022-23 school year; and \$227,300 for the 2023-24 school year. This annual salary may be modified by action of the School Board, but not reduced, during the term of the Agreement. The salary is paid in accordance with the District's payroll practices in equal installments throughout the year.

Whenever it is necessary to calculate the Superintendent's daily rate of pay for purposes of this Agreement, such rates are determined by dividing the Superintendent's base yearly salary by the divisor of 260. This calculation does not include any other payments or benefits pursuant to this Agreement.

VII. EVALUATION

The Superintendent's work objectives and evaluation instrument used for the contract year will be developed and agreed upon by the School Board no later than August 1 for the first year of the contract and July 1 for each year thereafter. In December and June of each contract year, the School Board will review the Superintendent's performance based upon the work objectives, evaluation instrument, and general job duties.

The December evaluation is informal and advisory only. The June evaluation is formal and becomes part of the Superintendent's personnel record. After completion of the June evaluation, the School Board will provide a written report to the Superintendent. The written report will include areas of success and recommendations for improvement in areas in which the School Board deems the Superintendent's performance to be unsatisfactory. The School Board and Superintendent may alter the procedures and frequency for evaluation mutually by subsequent written agreement.

VIII. ENTIRE AGREEMENT, WAIVER, AND SEVERABILITY

This Agreement constitutes the entire agreement between the School Board and Superintendent relating to the District's employment of the Superintendent. Neither party has relied upon any statement or promises that are not set forth in this document. This Agreement supersedes any and all prior agreements between the parties. The Superintendent understands and agrees that any handbook, manuals, policies, or procedures created by the District do not create an express or implied contract between the District and the Superintendent. No waiver of modification of any provision of this Agreement will be valid unless they are made in writing and executed by both parties.

The District and Superintendent intend that the benefits described within the Agreement comply with existing federal and state law. If the District or Superintendent believes that any such benefit does not so comply, it will promptly advise the other party and will negotiate in good faith to amend the terms of such benefit to ensure legal compliance. If any provision of the

Agreement is held to be legally invalid, the remainder of the Agreement will not be affected thereby and will remain in full force and effect.

IX. Miscellaneous

A. 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.

B. Indemnification and Provision of Counsel - In the event that and action is brought or a claim is made against the Superintendent arising out of or in connection with their 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 the Minnesota Statutes Chapter 466 and case law interpreting the statutes in that Chapter.

In Witness Whereof, Edina Public School District, Independent School District 273, and Stacie Stanley, have executed this contract on the respective dates set forth below.

For Superintendent

For Independent School District 273

Dr. Stacie Stanley

School Board Chair

Date

Date