

INDEPENDENT SCHOOL DISTRICT NO. 750

SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. 750, Cold Spring, Minnesota, enters into this agreement with Brad Kelvington, 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 M.S. 123B.143.
- 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, Mutual Consent and Contingency:
 1. Duration: This contract is for a term of three years from July 1, 2021, and ending June 30, 2024. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent, or unless terminated or extended as provided herein.
 2. Expiration: This contract shall expire at the end of the term specified in Section III, 1. above. At the conclusion of its term or any extension thereof, neither party shall have any further claims 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.
 3. Termination During the Term: The Superintendent's employment may be terminated during the term of this contract upon the grounds for termination set forth in M.S. 122A.40, Subds. 9 and 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 defined in M.S. 122A.40A, 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 Minnesota Bureau of Mediation Services (BMS) for a list of five arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules within twenty (20) days of

receipt of the list by both parties. 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 decision 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, he 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.

4. Mutual Consent: This contract may be terminated at any time by the parties by mutual consent.
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.

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 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 committees and provide administrative recommendations of 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 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 twenty (20) working days of paid vacation for the year ended June 30, 2022, and twenty five (25) working days of paid vacation for each contract year thereafter. Upon termination of employment, the Superintendent shall be entitled to payment for any unused vacation days accrued and earned (not to exceed 40 days of accumulated vacation excluding the current year of the contract) pursuant to the provisions of this paragraph. Unused vacation days will be paid at the Superintendent's daily rate of pay upon resignation.

3. Holidays: The Superintendent shall be entitled to 11 paid holidays each contract year as designated by the School Board. The holidays are as follows:

New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, and one (1) floating holiday. If a listed holiday falls on a Saturday, then the preceding Friday is the holiday and if a holiday falls on a Sunday, then the following Monday shall be the holiday.

4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 104 hours for each year of service, which may be accumulated to a maximum of 1872 hours. The Superintendent may use sick leave benefits for absences due to an illness of a sick child, or other relative, as defined in Minnesota Statute; on the same terms the superintendent is able to use sick leave benefits for the superintendent's own illness or injury. After 500 hours of sick leave have been accumulated, the Superintendent may choose to have up to 40 hours in a given year converted into payment into a health savings account. Payment will be made at the conclusion of the contract year at the request of the superintendent. Such request must be submitted to the district no later than June 15.

5. Emergency Leave: The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board not to exceed five (5) days (40 Hours) for each occurrence, in the event of the death or serious illness or injury of the Superintendent's spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, or persons of the immediate household. Serious illness or injury is defined as one which permanently or substantially impairs or is likely to permanently or substantially impair the health of the person. Elective surgery that is not of an emergency nature does not constitute a serious illness or injury. The Superintendent shall be granted one day of emergency leave per occurrence, in the event of the death of an extended family member with whom there is a close emotional tie. All emergency days used will be deducted from sick leave. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board Chair.

6. Medical Leave: If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave and Family Medical Leave Act (FMLA) leave, the School Board will comply with the Americans with Disabilities Act and the Minnesota Human Rights Act by providing reasonable accommodations as may be appropriate to the circumstances, including additional unpaid leave.

VI. Insurance:

1. Health and Hospitalization: The school district shall select the insurance plan and the carrier. The school district shall contribute the following amounts for health and hospitalization insurance:

District Monthly Premium Contribution	2021-2022	2022-2023	2023-2024
Single Coverage	\$ 645.00	\$ 660.00	\$ 680.00
Non-Single Coverage	\$ 1,810.00	\$ 1,860.00	\$ 1,910.00

Any additional cost of the premium shall be paid for by the employee through payroll deduction.

If the Superintendent chooses a high-deductible plan, he will receive a district contribution equal to the amount of the plan deductible into a health care savings account.

The School District shall make annual contributions to the Superintendent's restricted Health Reimbursement Account established in accordance with the provisions of the IRS code. Said contributions shall be in the amount of \$3,000 each year.

In the event this contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Superintendent's healthcare benefits as a result of addressing the "highly compensated employee" component of the Affordable Care Act (ACA) will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

2. 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.

3. Term Life Insurance: The School District shall provide, at School District expense, a term life insurance policy or policies in the amount of \$100,000, the carrier or carriers to be selected by the School District.

4. Liability Insurance: The School District shall provide, at School District expense, liability insurance in an amount not less than that which is required by law for the School District.

5. Claims Against the School District: 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, M.S. 123B.02, Subd. 15, and School District policy. The School District shall provide a matching contribution up to \$4,000 annually pursuant to M.S 356.24 to the tax-sheltered annuity. Contributions as provided in this Section shall be in addition to the annual base salary of the Superintendent. The district total contribution will not exceed a maximum match of \$47,000.

2. Automobile: The Superintendent shall be compensated at the current non-taxable IRS mileage allowance for business use of the Superintendent's private automobile.

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 attempt to advise the School Board of all meetings and conferences that the Superintendent will be attending and shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent, with prior board approval, shall be allowed to attend one national educational conference per year at the School District expense. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

VIII. Salary and Incentive Pay:

1. Salary: The Superintendent's annual salary shall be \$145,700 for the 2021-22 school year, \$148,614 for 2022-23, and \$151,586 for 2023-24. 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 Pay: In addition to the annual salary set forth above, up to 2.0% of the salary of the Superintendent is to be awarded as a one-time Incentive Pay payment at the end of each contract year. The payment is based upon the establishment of annual goals (developed by the Superintendent and approved by the School Board), regular reporting on the progress toward those goals, and completion of the Superintendent's individual performance review by the School Board. The School Board retains the ultimate authority to determine the evaluation conclusions and the award and amount of incentive pay.

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 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 Provisions 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 and participate in appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. These would include, but are not limited to: the Minnesota Association of School Administrators, the National Association of School Administrators, and ASCD Supervision/Curriculum. 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.

- 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 the Officers of the School Board after authorization for such signatures by the Officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this 22 day of March, 2021.

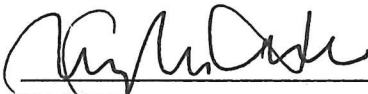


SUPERINTENDENT

IN WITNESS WHEREOF, we have subscribed our signatures this 22 day of March, 2021 .



CHAIR



CLERK

