

SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. 2170, Staples Motley, Minnesota, enters into this contract with Shane Tappe, 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.

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, Subsequent Contract, Expiration, Termination During the Term, Mutual Consent and Contingency:

1. Duration.

This contract is for a term of 3 years commencing July 1, 2025, and ending June 30, 2028. It shall remain in full force and effect unless modified by mutual consent of the School Board and Superintendent, or unless terminated as provided herein.

2. 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, nor shall the School District's employment of the Superintendent cease, unless a subsequent contract is entered into in accordance with M.S. 123.B.143, Subd.1.

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, 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 fifteen (15) calendar days, 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.

4. Mutual Consent: This contract may be terminated at any time by the parties by mutual consent of the School Board and the Superintendent.
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 school 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 Department 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. Duty Days

The Superintendent shall work a minimum of 260 duty days.

3. Vacation

The Superintendent shall earn 25 working days of annual vacation each contract year. The Superintendent shall earn twenty-five (25) days of annual paid vacation each Contract year. Unused vacation may accrue to a maximum of (50) days. Upon termination of employment, the Superintendent shall be entitled to payment for any unused vacation/and/or PTO days accrued and earned pursuant to the provisions of this paragraph.

Up to 10 days of unused vacation/PTO per year may be reimbursed at the daily rate of pay upon request of the Superintendent. Amount may be received as payroll or deposited into 403b as an employee contribution or any combination of the two. The superintendents daily rate of pay will be calculated as follows: (Total work days (260)- less annual vacation days (25) = 235 Days)

Calculation of Per Diem for Separation of Employment Provisions of this Contract: For purposes of this contract, upon separation as an employee of the District for any reason, in the event it is necessary to calculate a per diem salary, the per diem salary shall be arrived at by

dividing the Superintendent's annual salary as provided in Article VIII, by the factor of 235. This factor is arrived at as follows:

(Total work days (260)- less annual vacation days (25) = 235 Days)

4. Holidays.

The Superintendent shall be entitled to 11 paid holidays each contract year as designated by the School Board: New Years, President's Day, Easter Monday, Memorial Day, June 19th, July 4, Labor Day, Thanksgiving and Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.

5. PTO

The Superintendent shall earn PTO at the rate of 15 days for each year, which may be accumulated to a maximum of 150 days. PTO may be used for any reason including the circumstances set forth in the Earned Sick and Safe time Act ("ESST") as defined in Minnesota Statutes, section 181.9446-181.9448. When permissible, the School District may require the Superintendent to furnish documentation indicating any absence in excess of three (3) days was due to a qualifying event pursuant to ESST. The Superintendent will be advised when documentation is required. Upon termination of employment, the Superintendent shall be entitled to payment for any unused vacation/and/or PTO days accrued and earned pursuant to the provisions of this paragraph.

6. Emergency Leave.

The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board Chair

7. Disability.

If the Superintendent is unable to perform regular duties because of personal illness and has exhausted all accumulated PTO, the School District shall provide additional PTO at a salary equal to 66.66% of the Superintendent's salary until the expiration of the waiting period for long term disability insurance as provided according to the provisions of VI. 3. of this contract.

8. 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 PTO 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

The School District shall provide the Superintendent and Superintendent's dependents with health and hospitalization, under the School District's VEBA/HSA plan, at the expense of the School District. Full family insurance premium, plus family VEBA/HSA deductible or maximum family HSA contribution.

2. Life Insurance.

The School District shall provide a group term life insurance plan providing \$200,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.

3. Long Term Disability.

The School District shall provide, at the expense of the School District, 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 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. a. 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 123.02, Subd. 15, and School District policy, and as otherwise provided by law.

b. The District shall match the following, annually, for a 403B plan:

\$6,000 2025-2026	\$6,500 2026-2027	\$7,000 2027-2028
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2. Automobile.

The School District shall compensate the Superintendent for business use of the Superintendent's private automobile at the District's rate per mile according to District policy.

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 periodically report to the School Board relative to meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

4. ***Career Incentive to Continue with Staples-Motley School District:*** *As an incentive to continue employment as a Superintendent of Schools with the School District, upon completion of the third and succeeding years of service as Superintendent with the Staples-Motley District, the School District shall accrue, in the name of the Superintendent, an annual amount based upon the schedule shown below. The initial amount is \$2,500 in year 4 and shall increase by \$500 increments in succeeding years. 25-26(\$4,000), 26-27(\$4,500), 27-28(\$5,000))*

- *VEBA/HSA account set up in the name of the employee, or into an*
- *IRS approved tax-deferred annuity in the name of the employee, or*
- *Direct compensation to the employee, or a*
- *Combination of any or all of the above options.*

Should the superintendent terminate employment due to death, the amount accrued at that time shall be paid to a named beneficiary, or if no beneficiary is named, the amount shall be paid to the Superintendent's estate.

VIII. Salary:

The Superintendent shall receive an average increase totaling the following amounts:

Amount	School Year
\$162,514	25-26
\$170,640	26-27
\$179,156	27-28

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 the Superintendent. 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 Board Chair if the amount is less than \$2,000 annually and approval of the entire board if greater than \$2,000 in any given school year.

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 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 and educational organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for professional and educational organizations as are required, directed, or permitted, by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

5. Other Applicable Provisions.

a. Superintendent Evaluation

The Board Chair and the Superintendent are mutually responsible to meet two times per year to discuss evaluation. The meeting times to discuss evaluation will take place in the Fall and Spring (preferably around the April/October time frame). The Superintendent shall be formally evaluated during each school year.

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 the 21st
day of October, ~~2019~~
2024




Superintendent

IN WITNESS WHEREOF, I have
subscribed my signature this 21st
day of October, ~~2019~~
2024



Chair



Clerk